



**December 4, 2012 9:00 am**

1. Call to Order by Mayor Joe Brannen
2. Invocation and Pledge of Allegiance by Mayor Pro Tem Will Britt
3. Recognitions/Public Presentation:
  - A) Recognition of the City of Statesboro Finance Department for receiving the Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year Ending June 30, 2011.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 11-20-2012 Council Minutes
  - B) Consideration of a Motion to approve 2<sup>nd</sup> reading of **Ordinance 2012-08**: An Ordinance Regarding Georgia State Minimum Standard Codes for Construction
  - C) Consideration of a Motion to approve **Resolution 2012-25**: A Resolution to adopt the second amendment to the Fiscal Year 2013 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
  - D) Consideration of a Motion to approve the Christmas bonuses for the City of Statesboro employees in the amount of \$100.00
  - E) Consideration of a Motion to award a contract to Border Equipment for the purchase of a Case excavator (Transfer Station) in the amount of \$164,968.30.
  - F) Consideration of a Motion to award a contract to Border Equipment for the purchase of a Case mini-excavator and trailer (Water and Sewer) in the amount of \$36,652.00.
  - G) Consideration of a Motion to approve the Summary Change Order (Final) for Highway 67 Water Line Interconnection
  - H) Consideration of a Motion to approve changes to the Water Sewer Agreement between the City of Statesboro and Developers.
6. Consideration of a Motion to approve "Vehicle for Hire"
  - a) D W Yellow Cab- Samuel Paul Youngblood II (Driver)
7. Consideration of a Motion to approve Phase II of Lidar Mobile Data Collection in the amount of \$57,250.00 from Hussey, Gay, Bell & DeYoung, Inc.

8. Consideration of a Motion to approve **Resolution 2012-26**: A Resolution approving the contract for Probation Services between the Municipal Court of Statesboro Georgia and Sentinel Offender Services, LLC.
9. Consideration of a Motion to approve the purchase of the Compressed Natural Gas fueling station from First Transit not to exceed \$120,000.00
10. Consideration of a Motion to approve a part time secretary position for the City of Statesboro Fire Department
11. Other Business from City Council
12. Public Comments (General)
13. Consideration of a Motion to Adjourn



---

**CITY OF STATESBORO  
CITY COUNCIL MINUTES  
NOVEMBER 20, 2012**

A regular meeting of the Statesboro City Council was held on November 20<sup>th</sup>, 2012 at 6:00 pm in the Council Chambers at City Hall Present were Mayor Joe R. Brannen, Council Members: Will Britt, John Riggs, Gary Lewis and Travis Chance. Also present were City Manager Frank Parker, City Clerk Sue Starling, City Attorney Alvin Leaphart, City Engineer Robert Cheshire and Director of Community Development Mandi Cody.

The meeting was called to order by Mayor Joe Brannen

Invocation and Pledge of Allegiance by Councilman Travis Chance

**Recognitions/Public Presentations:** None

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

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

**A) Approval of Minutes**

- a) 11-06-2012 Council Minutes
- b) 11-06-2012 Council Work Session Minutes

**Consideration of a motion for the surplus and disposal of four solid waste trailers in the Solid Waste Disposal Division:**

- a.) 2004 East refuse trailer (#4417)
- b.) 2005 East refuse trailer (#6108)
- c.) 2005 East refuse trailer (#6109)
- d.) 2006 East refuse trailer (#7665)

**Notification of alcohol license application:**

- a) **Licensee: Robert Tyler Hodges**  
**DBA: CVS/Pharmacy #6861**  
**Location: 441 Fair Road**  
**Type of Alcohol License: Packaged**  
**Type of Business: Beer & Wine Packaged Only**

Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to approve the consent agenda in it's entirety. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

**Consideration of a Motion to approve Resolution 2012-20: A Resolution to adopt the second amendment to the Fiscal Year 2013 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**

Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to table **Resolution 2012-20** until the next meeting. The supporting documentation and Resolution number was not correct. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

**Consideration of a Motion to approve “Vehicle for Hire”**

**a) Spells Taxi Service – John Wayne Darden (Driver)**

Councilman Lewis made a motion, seconded by Councilman Chance to approve the “Vehicle for Hire” application for John Wayne Darden. . Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

**b) D W Yellow Cab- Adelphe Robin So (Driver)**

Councilman Lewis made a motion, seconded by Councilman Chance to approve the “Vehicle for Hire” application for Adelphe Robin So. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

**c) D W Yellow Cab – Kenneth James Hall Lewis (Driver)**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Chance to approve the “Vehicle for Hire” application for Kenneth James Hall Lewis. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

**d) Gnat Taxi – William Casey Harper (Driver)**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to approve the “Vehicle for Hire” application for William Casey Harper. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

**Public Hearing and Consideration of a Motion to approve the following:**

1. (a) **APPLICATION # V 12-10-01: Goo-Goo Car Wash requests a variance from Article X of the Statesboro Zoning Ordinance regarding setback and landscape buffer requirements for property located on Brannen Street. (Tax Map # MS72000016000).**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Chance to approve Application V-12-10-01 with the 5ft set back but staff will also look at the 2ft set back which was requested by the contractor. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

(b) **APPLICATION # V 12-10-02: Goo-Goo Car Wash requests a variance from Article XV of the Statesboro Zoning Ordinance regarding Maximum Square Footage and height for signs for property located on Brannen Street (Tax Map # MS72000016000).**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Chance to approve **Application V12-10-02** with the staff recommendations. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

**2. APPLICATION # SE 12-10-04: Mrs. Dorothy Cummings requests a special exception be granted pursuant to the Statesboro Zoning Ordinance to allow the applicant to operate a Group Daycare in an R-6 (Single Family Residential) District for property located at 324 James Street. (Tax Map # S09000033000)**

Councilman Lewis made a motion, seconded by Mayor Pro Tem Will Britt to approve **Application SE 12-10-04** with the staff recommendations. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

**Consideration of a Motion to approve 1<sup>st</sup> reading of Ordinance 2012-08:An Ordinance Regarding Georgia State Minimum Standard Codes for Construction**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to approve 1<sup>st</sup> reading of **Ordinance 2012-08**:An Ordinance Regarding Georgia State Minimum Standard Codes for Construction. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

**Consideration of a Motion to Adopt Resolution #2012-23: A Resolution approving the City of Statesboro's proposed FY 2013 Road Resurfacing List and further authorizing the Mayor to execute the Georgia Department of Transportation's Local Maintenance & Improvement Grant (LMIG) Application. The City's share will be funded through 2007 SPLOST.**

Councilman Riggs made a motion, seconded by Mayor Pro Tem Will Britt to adopt **Resolution #2012-23**. A Resolution approving the City of Statesboro's proposed FY 2013 Road Resurfacing List and further authorizing the Mayor to execute the Georgia Department of Transportation's Local Maintenance & Improvement Grant (LMIG) Application. The City's share will be funded through 2007 SPLOST. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

**Other Business from City Council**

City Manager Frank Parker gave Council an update on the Luetta Moore Trail. He stated the grant for Phase I would expire December of 2012 and asked Council for guidance as to the continuing of the project from Martin Luther King Drive to Church Street. The long range completion date would be August of 2013.

**Public Comments (General):** None

**Consideration of a Motion to Adjourn**

Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to adjourn. Councilman Britt, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

The meeting was adjourned at 7:00 pm.

**ORDINANCE 2012-08**

**ORDINANCE 2012-08  
REGARDING  
GEORGIA STATE MINIMUM STANDARD CODES  
FOR CONSTRUCTION**

AN ORDINANCE REGARDING ENFORCEMENT OF THE GEORGIA STATE MINIMUM STANDARD CODES FOR CONSTRUCTION; AND FOR OTHER PURPOSES.

WHEREAS, the Georgia State Minimum Standard Codes for Construction promote the life, health, safety and general welfare of all citizens, and;

WHEREAS, said Codes are also designed to protect the property of all citizens, and;

WHEREAS, it is the desire of Mayor and Council of the City of Statesboro to enforce and/or adopt and enforce, in all respects, the various Georgia State Minimum Standard Codes for Construction, and;

WHEREAS, a local jurisdiction is required to adopt administrative procedures in order to enforce said construction codes by the Official Code of Georgia Annotated Section 8-2-26;

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

Section 1. Section 14-1 (Adoption and enforcement of technical codes) of the Code of Ordinances, City of Statesboro, Georgia is hereby amended by replacing it in full, and shall read as follows:

Sec. 14-1. - Adoption and enforcement of technical codes.

The City of Statesboro shall enforce the latest edition of the following Georgia State Minimum Standard Codes and all appendices, as adopted and amended by the Georgia Department of Community Affairs:

International Building Code  
International Mechanical Code  
International Fuel Gas Code  
International Plumbing Code  
National Electrical Code  
International Fire Code  
International Residential Code  
International Energy Conservation Code  
International Existing Building Code  
International Swimming Pool and Spa Code

Any person, firm, corporation or agent who shall violate a provision of the construction codes, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, electrical, gas, mechanical or plumbing system, in violation of a detailed statement or drawing submitted and permitted thereunder, shall be guilty of violating the Code of Ordinances of the City of Statesboro. Each such person, firm, corporation or agent shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the Construction codes is committed or continued, and upon conviction of any such violation such person shall be punished within the limits as provided in Section 5-3 of the Charter of the City of Statesboro.

In addition to prosecution in Municipal Court said codes shall be administratively enforced by personnel of the city's Protective Inspection Division pursuant to the Administrative Procedures attached to this Ordinance as Attachment A. A copy of the Administrative Procedures contained in Attachment A are kept on file with the City Clerk for review by the public during the regular business hours of City Hall. A copy of the Administrative Procedures contained in Attachment A can be obtained through an Open Records Request

The adoption and enforcement of the construction codes per this ordinance shall not be held to deprive any Federal, State, or local agency, e.g. the State Fire Marshal and the Statesboro Fire Department, or any applicable governing authority having jurisdiction, of any power or authority which it had on the effective date of the adoption of the construction codes or of any remedy then existing for the enforcement of its orders.

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

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

SO ORDAINED, this \_\_\_ day of \_\_\_\_\_ 2012 in Statesboro, Georgia.

First Reading November 20, 2012  
Second Reading December 4, 2012

---

Joe R. Brannen, in his capacity as Mayor of  
Statesboro, Georgia.

ATTEST:

---

Sue Starling, in her capacity as City Clerk of  
Statesboro, Georgia.



**ATTACHMENT "A"  
OF ORDINANCE NO.:  
ADMINISTRATION & ENFORCEMENT**

**1 PURPOSE AND SCOPE**

**1.1 PURPOSE**

The purpose of this Section is to provide for the administration and enforcement of the Georgia State Minimum Standard Codes for Construction as adopted and amended by the Georgia Department of Community Affairs. Hereinafter, the State Minimum Standard Codes for Construction shall be referred to as “the construction codes”.

**1.2 CODE REMEDIAL**

1.2.1 GENERAL. These construction codes are hereby declared to be remedial, and shall be construed to secure the beneficial interests and purposes thereof - which are public safety, health, and general welfare -through structural strength, stability, sanitation, adequate light and ventilation, and safety to life and property from fire and other hazards attributed to the built environment including alteration, repair, removal, demolition, use and occupancy of buildings, structures, or premises, and by regulating the installation and maintenance of all electrical, gas, mechanical and plumbing systems, which may be referred to as service systems.

1.2.2 QUALITY CONTROL. Quality control of materials and workmanship is not within the purview of the construction codes except as it relates to the purposes stated therein.

1.2.3 PERMITTING AND INSPECTION. The inspection or permitting of any building, system or plan, under the requirements of construction codes shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. The City of Statesboro, nor any employee thereof, shall be liable in tort for damages for any defect or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

**1.3 SCOPE**

**1.3.1 APPLICABILITY:**

GENERAL. Where, in any specific case, different sections of these construction codes specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

**BUILDING.** The provisions of the International Building Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, removal and demolition, of every building or structure or any appurtenances connected or attached to such buildings or structures, **except in one and two family dwellings.**

**ELECTRICAL.** The provisions of the National Electrical Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

**GAS.** The provisions of the International Fuel Gas Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the installation of consumer's gas piping, gas appliances and related accessories as covered in this Code.

These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories, **except in one and two family dwellings.**

**MECHANICAL.** The provisions of the International Mechanical Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the installation of mechanical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators, and other energy related systems. **Except in one and two family dwellings.**

**PLUMBING.** The provisions of the International Plumbing Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to every plumbing installation, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances, and when connected to a water or sewerage system.

**FIRE PREVENTION.** The provisions of the International Fire Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, of every building or structure or any appurtenances connected or attached to such buildings or structures.

**ENERGY.** The provisions of the International Energy Conservation Code, as adopted and amended by the Georgia Department of Community Affairs, shall regulate the design of building envelopes for adequate thermal resistance and low air leakage and the design and selection of mechanical, electrical, service water heating and illumination systems and equipment that will enable the effective use of energy in new building construction.

**ONE AND TWO FAMILY DWELLINGS.** The provisions of the International Residential Code, as adopted and amended by the Georgia Department of Community Affairs, shall apply to the construction, alteration, repair, equipment, use and occupancy, location, maintenance, of every

one or two family dwelling or any appurtenances connected or attached to such buildings or structures.

1.3.2 FEDERAL AND STATE AUTHORITY. The provisions of the construction codes shall not be held to deprive any Federal, State, or local agency, e.g. the State Fire Marshall and the Statesboro Fire Department or any applicable governing authority having jurisdiction, of any power or authority which it had on the effective date of the adoption of the construction codes or of any remedy then existing for the enforcement of its orders, nor shall it deprive any individual or corporation of its legal rights as provided by law.

1.3.3 APPENDICES. Appendices referenced in the text of the construction codes shall be considered an integral part of the construction codes.

1.3.4 REFERENCED STANDARDS. Standards referenced in the text of the construction codes shall be considered an integral part of the construction codes. If specific portions of a standard are denoted by code text, only those portions of the standard shall be enforced. Where construction code provisions conflict with a standard, the construction code provisions shall be enforced. Permissive and advisory provisions in a standard shall not be construed as mandatory.

1.3.5 MAINTENANCE. All buildings, structures, electrical, gas, mechanical and plumbing systems, both existing and new, and all parts thereof, shall be maintained in a safe and sanitary condition. All devices or safeguards, which are required by the construction codes when constructed, altered, or repaired, shall be maintained in good working order. The owner, or his/her designated agent, shall be responsible for the maintenance of buildings, structures, electrical, gas, mechanical and plumbing systems.

## **1.4 DIVISION OF PROTECTIVE INSPECTIONS**

There is hereby established a division to be called the Division of Protective Inspections and the person in charge shall be known as the Building Official. The Governing Body shall establish the qualifications for the Building Official and other personnel of the Division of Protective Inspections.

1.4.1 RESTRICTIONS ON EMPLOYEES. An officer or employee connected with the [division](#), except one whose only connection is as a member of the board established by Section 5.1, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he is the owner of such. This officer or employee shall not engage in any other work, which is inconsistent with his duties or conflict with the interests of the division.

1.4.2 RECORDS. The Building Official shall keep, or cause to be kept, a record of the business of the division. The records of the division shall be open to public inspection pursuant to the provisions of the Georgia Open Records Act.

1.4.3 LIABILITY. Any officer or employee, or member of the Board of Adjustments and Appeals, charged with the enforcement of the construction codes, acting for the applicable governing authority in the discharge of his duties, shall not thereby render himself/herself personally liable, and is hereby relieved from all personal liability, for any damage that may occur to persons or property as a result of any act required or permitted in the discharge of his/her duties. Any suit brought against any officer or employee or member because of such act performed by him/her in the enforcement of any provision of the Construction codes shall be defended by the governing jurisdiction until the final termination of the proceedings.

1.4.4 REPORTS. The Building Official shall submit annually a report covering the work of the Division of Protective Inspections during the preceding year. He/She may incorporate in said report a summary of the decisions of the Board of Adjustments and Appeals during said year.

## **1.5 EXISTING BUILDINGS**

1.5.1 GENERAL. Alterations, repairs or rehabilitation work may be made to any existing structure, building, electrical, gas, mechanical or plumbing system without requiring the building, structure, plumbing, electrical, mechanical or gas system to comply with all the requirements of the construction codes provided that the alteration, repair or rehabilitation work conforms to the requirements of the construction codes for new construction. The Building Official shall determine the extent to which the existing system shall be made to conform to the requirements of the construction codes for new construction.

### **1.5.2 CHANGE OF OCCUPANCY.**

If the occupancy classification of any existing building or structure is changed, the building, electrical, gas, mechanical and plumbing systems shall be made to conform to the intent of the construction codes as required by the Building Official.

## **1.6 SPECIAL HISTORIC BUILDINGS**

The provisions of the construction codes relating to the construction, alteration, repair, enlargement, restoration, relocation or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as Historic Buildings when such buildings or structures are judged by the Building Official to be safe and in the public interest of health, safety and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation or moving of buildings within fire districts.

## **2. POWERS AND DUTIES OF THE BUILDING OFFICIAL**

### **2.1 GENERAL**

The Building Official is hereby authorized and directed to enforce the provisions of the construction codes. The Building Official is further authorized to render interpretations of the construction codes, which are consistent with its intent and purpose.

## **2.2 RIGHT OF ENTRY**

2.2.1 Whenever necessary to make an inspection to enforce any of the provisions of the Construction codes, or whenever the Building Official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the Building Official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the Building Official by these construction codes, provided that if such building or premises is occupied, he shall first present proper credentials and request entry. If such building, structure, or premises is unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the Building Official shall have recourse to every remedy provided by law to secure entry.

2.2.2 When the Building Official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Building Official for the purpose of inspection and examination pursuant to the construction codes.

## **2.3 STOP WORK ORDERS**

Upon notice from the Building Official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of the construction codes or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the Building Official shall not be required to give a written notice prior to stopping the work.

## **2.4 REVOCATION OF PERMITS**

2.4.1 MISREPRESENTATION OF APPLICATION. The Building Official may revoke a permit or approval, issued under the provisions of the construction codes, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

2.4.2 VIOLATION OF CODE PROVISIONS. The Building Official may revoke a permit upon determination by the Building Official that the construction erection, alteration, repair, moving, demolition, installation or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of the construction codes.

## **2.5 UNSAFE BUILDINGS OR SYSTEMS**

All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the provisions of the Standard Unsafe Building Abatement Code.

## **2.6 REQUIREMENTS NOT COVERED BY CODE**

Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by or the construction codes, shall be determined by the Building Official.

## **2.7 ALTERNATE MATERIALS AND METHODS**

The provisions of the construction codes are not intended to prevent the use of any material or method of construction not specifically prescribed by them, provided any such alternate has been reviewed by the Building Official. The Building Official shall approve any such alternate, provided the Building Official finds that the alternate for the purpose intended is at least the equivalent of that prescribed in the Construction codes, in quality, strength, effectiveness, fire resistance, durability and safety. The Building Official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternate.

## **3. PERMITS**

### **3.1 PERMIT APPLICATION**

3.1.1 WHEN REQUIRED Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical, or plumbing system, the installation of which is regulated by the construction codes, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit for the work.

EXCEPTION: Permits shall not be required for the following mechanical work:

1. any portable heating appliance;
2. any portable ventilation equipment;
3. any portable cooling unit;

4. any steam, hot or chilled water piping within any heating or cooling equipment regulated by the construction codes;
5. replacements of any part which does not alter its approval or make it unsafe;
6. any portable evaporative cooler;
7. any self-contained refrigeration system containing 10 lb.(4.54 kg.) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

3.1.2 **WORK AUTHORIZED.** A building, electrical, gas, mechanical or plumbing permit shall carry with it the right to construct or install the work, provided the same are shown on the drawings and set forth in the specifications filed with the application for the permit. Where these are not shown on the drawings and covered by the specifications submitted with the application, separate permits shall be required.

3.1.3 **MINOR REPAIRS.** Ordinary minor repairs may be made with the approval of the Building Official without a permit, provided that such repairs shall not violate any of the provisions of the construction codes.

3.1.4 **INFORMATION REQUIRED.** Each application for a permit, with the required fee, shall be filed with the Building Official on a form furnished for that purpose, and shall contain a general description of the proposed work and its location. The application shall be signed by the owner, or his/her authorized agent. The building permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure, and shall contain such other information as may be required by the Building Official.

3.1.5 **TIME LIMITATIONS.** An application for a permit for any proposed work shall be deemed to have been abandoned 6 months after the date of filing for the permit, unless before then a permit has been issued. One or more extensions of time for periods of not more than 90 days each may be allowed by the Building Official for the application, provided the extension is requested in writing and justifiable cause is demonstrated.

## **3.2 DRAWINGS AND SPECIFICATIONS**

3.2.1 **REQUIREMENTS.** When required by the Building Official, two or more copies of specifications and of drawings drawn to scale with sufficient clarity and detail to indicate the nature and character of the work, shall accompany the application for a permit. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the construction codes. Such information shall be specific, and the construction codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used, as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

3.2.2 **ADDITIONAL DATA.** The Building Official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of

calculations. All drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal.

3.2.3 DESIGN PROFESSIONAL. The design professional shall be an architect or engineer legally registered under the laws of this state regulating the practice of architecture or engineering and shall affix his official seal to said drawings, specifications and accompanying data, for the following:

1. All Group A, E, and I occupancies.
2. Buildings and structures three stories or more high.
3. Buildings and structures 5000 sq. ft. (465 m<sup>2</sup>) or more in area.

For all other buildings and structures, the submittal shall bear the certification of the applicant that some specific state law exception permits its preparation by a person not so registered.

**EXCEPTION:** Single family dwellings, regardless of size, shall require neither a registered architect nor engineer, nor a certification that an architect or engineer is not required.

3.2.4 STRUCTURAL AND FIRE RESISTANCE INTEGRITY. Plans for all buildings shall indicate how required structural and fire resistance integrity will be maintained where a penetration of a required fire resistance wall, floor or partition will be made for electrical, gas, mechanical, plumbing, signal and communication conduits, pipes and systems and also indicate in sufficient detail how the fire integrity will be maintained where required fire resistance floors intersect the exterior walls.

3.2.5 SITE DRAWINGS. Drawings shall show the location of the proposed building or structure and of every existing building or structure on the site or lot. The Building Official may require a boundary line survey prepared by a qualified surveyor.

3.2.6 HAZARDOUS OCCUPANCIES. The Building Official may require the following:

1. GENERAL SITE PLAN. A general site plan drawn at a legible scale which shall include, but not be limited to, the location of all buildings, exterior storage facilities, permanent access ways, evacuation routes, parking lots, internal roads, chemical loading areas, equipment cleaning areas, storm and sanitary sewer accesses, emergency equipment and adjacent property uses. The exterior storage areas shall be identified with the hazard classes and the maximum quantities per hazard class of hazardous materials stored.

2. BUILDING FLOOR PLAN. A building floor plan drawn to a legible scale, which shall include, but not be limited to, all hazardous materials storage facilities within the building and shall indicate rooms, doorways, corridors, exits, fire rated assemblies with their hourly rating, location of liquid tight rooms, and evacuation routes. Each hazardous materials storage facility shall be identified on the plan with the hazard classes and quantity range per hazard class or the hazardous materials stored.



### **3.3 EXAMINATION OF DOCUMENTS**

3.3.1 PLAN REVIEW. The Building Official shall examine or cause to be examined each application for a permit and the accompanying documents, consisting of drawings, specifications, computations, and additional data, and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of the Construction codes and all other pertinent laws or ordinances.

3.3.2 AFFIDAVITS. The Building Official may accept a sworn affidavit from a Registered Architect or Engineer stating that the plans submitted conform to the construction codes. For buildings and structures the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and if accompanied by drawings showing the structural design, and by a statement that the plans and design conform to the requirements of the construction codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official, copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the Construction codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for the compliance with all provisions of the construction codes and other pertinent laws or ordinances.

### **3.4 ISSUING PERMITS**

3.4.1 ACTION ON PERMITS. The Building Official shall act upon an application for a permit without unreasonable or unnecessary delay. If the Building Official is satisfied that the work described in an application for a permit and the contract documents filed therewith conform to the requirements of the construction codes and other pertinent laws and ordinances, he shall issue a permit to the applicant.

3.4.2 REFUSAL TO ISSUE PERMIT. If the application for a permit and the accompanying contract documents describing the work do not conform to the requirements of the construction codes or other pertinent laws or ordinances, the Building Official shall not issue a permit, but shall return the contract documents to the applicant with his refusal to issue such permit. Such refusal shall, when requested, be in writing and shall contain the reason for refusal.

3.4.3 SPECIAL FOUNDATION PERMIT. When application for permit to erect or enlarge a building has been filed and pending issuance of such permit, the Building Official may, at his discretion, issue a special permit for the foundation only. The holder of such a special permit is proceeding at his own risk and without assurance that a permit for the remainder of the work will be granted nor that corrections will not be required in order to meet provisions of the construction codes.

3.4.4 PUBLIC RIGHT OF WAY. A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has made application with the City's Engineering Department for the lines of the public street on which he/she proposes to build, erect or locate said building; and it shall be the duty of the Building Official to see that the street lines are not encroached upon except as provided for in Chapter 22 of the Standard Building Code.

### **3.5 CONTRACTOR RESPONSIBILITIES**

It shall be the duty of every contractor who shall make contracts for the installation or repairs of building, structure, electrical, gas, mechanical, sprinkler or plumbing systems, for which a permit is required, to comply with state or local rules and regulations concerning licensing which the applicable governing authority may have adopted. In such case that the state requires a contractor to have obtained a state license before they are permitted to perform work, the contractor shall supply the local government with their license number before receiving a permit for work to be performed.

### **3.6 CONDITIONS OF THE PERMIT**

3.6.1 PERMIT INTENT. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter, or set aside any of the provisions of the construction codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction, or violations of the Construction codes. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 6 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 6 months after the time the work is commenced. One or more extensions of time, for periods not more than 90 days each, may be allowed for the permit. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be in writing by the Building Official.

3.6.2 PERMIT ISSUED ON BASIS OF AN AFFIDAVIT. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity with the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity with the reviewed plans and with the structural provisions of the Construction codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official.

3.6.3 PLANS. When the Building Official issues a permit, he/she shall enforce, in writing or by stamp, both sets of plans "Reviewed for Code Compliance." One set of drawings so reviewed shall be retained by the Building Official and the other set shall be returned to the applicant. The permitted drawings shall be kept at the site of work and shall be open to inspection by the Building Official or his/her authorized representative.

### **3.7 FEES**

3.7.1 PRESCRIBED FEES. A permit shall not be issued until the fees prescribed by the governing body have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical or gas systems, etc. has been paid.

3.7.2 WORK COMMENCING BEFORE PERMIT ISSUANCE. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing, etc. system before obtaining the necessary permits, shall be subject to a penalty of 100% of the usual permit fee in addition to the required permit fees.

3.7.3 ACCOUNTING. The Building Official shall cause to be kept a permanent and accurate accounting of all permit fees and other money collected, the names of all persons upon whose account the same was paid, along with the date and amount thereof.

3.7.4 SCHEDULE OF PERMIT FEES. On all buildings, structures, electrical, plumbing, mechanical and gas systems or alterations requiring a permit, a fee for each permit shall be paid as required at the time of filing application, in accordance with the fee schedules as set by the governing body.

3.7.5 BUILDING PERMIT VALUATIONS. If, in the opinion of the Building Official, the valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Permit valuations shall include total cost, such as electrical, gas, mechanical, plumbing equipment and other systems, including materials and labor.

### **3.8 INSPECTIONS**

3.8.1 EXISTING BUILDING INSPECTIONS. Before issuing a permit the Building Official may examine or cause to be examined any building, electrical, gas, mechanical or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He shall inspect all buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, during and upon completion of the work for which a permit was issued. He shall make a record of every such examination and inspection and of all violations of the construction codes.

3.8.2 MANUFACTURERS AND FABRICATORS. When deemed necessary by the Building Official he shall make, or cause to be made, an inspection of materials or assemblies at the point

of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the Construction codes.

3.8.3 INSPECTION SERVICE. The Building Official may make, or cause to be made, the inspections required by 3.8.6 He/She may accept reports of inspectors of recognized inspection services provided that after investigation he/she is satisfied as to their qualifications and reliability. A certificate called for by any provision of the Construction codes shall not be based on such reports unless the same are in writing and certified by a responsible officer of such service.

3.8.4 INSPECTIONS PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY OR COMPLETION. The Building Official shall inspect or cause to be inspected at various intervals all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, prior to the issuance of the Certificate of Occupancy or Completion.

3.8.5 POSTING OF PERMIT. Work requiring a permit shall not commence until the permit holder or his/her agent posts the permit card in a conspicuous place on the premises. The permit shall be protected from the weather and located in such position as to permit the Building Official or representative to conveniently make the required entries thereon. This permit card shall be maintained in such position by the permit holder until the Certificate of Occupancy or Completion is issued by the Building Official.

3.8.6 REQUIRED INSPECTIONS. The Building Official upon notification from the permit holder or his agent shall make the following inspections and such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or his agent of any violations which must be corrected in order to comply with the Technical Code:

#### BUILDING

1. Foundation Inspection: To be made after trenches are excavated and forms erected.
2. Frame Inspection: To be made after the roof, all framing, fireblocking and bracing are in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete.
3. Final Inspection: To be made after the building is completed and ready for occupancy.

#### ELECTRICAL

1. Underground Inspection: To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

2. Rough-In Inspection: To be made after the roof, framing, fireblocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final Inspection: To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

### PLUMBING

1. Underground Inspection: To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-In Inspection: To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
3. Final Inspection: To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.
4. Note: See Section 311 of the Standard Plumbing Code for required tests.

### MECHANICAL

1. Underground Inspection: To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-In Inspection: To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
3. Final Inspection: To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

### GAS

1. Rough Piping Inspection: To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.
2. Final Piping Inspection: To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

Final Inspection: To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes in order to insure compliance

with all the requirements of the construction codes and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

## ENERGY

1. Foundation Inspection: be made before slab concrete is poured in place. To verify that perimeter insulation has been installed correctly on any slab on grade foundations, if required.
2. Frame Inspection: to be made before exterior wall insulation is concealed by wall board to check installation of exterior walls insulation and to inspect that all holes and cracks through the structure envelope have been sealed in an appropriate manner as to restrict air passage.
3. Final Inspection: To be made after the building is completed and ready for occupancy. To verify installation and R-value of ceiling and floor insulation. To verify correct SEER ratings on appliances.

3.8.7 WRITTEN RELEASE. Work shall not be done on any part of a building, structure, electrical, gas, mechanical or plumbing system beyond the point indicated in each successive inspection without first obtaining a written release from the Building Official. Such written release shall be given only after an inspection has been made of each successive step in the construction or installation as indicated by each of the foregoing three inspections.

3.8.8 REINFORCING STEEL, STRUCTURAL FRAMES, INSULATION, PLUMBING, MECHANICAL, OR ELECTRICAL SYSTEMS Reinforcing steel, structural frame, insulation, plumbing, work of any part of any building or structure shall not be covered or concealed without first obtaining a release from the Building Official.

3.8.9 PLASTER FIRE PROTECTION. In all buildings where plaster is used for fire protection purposes, the permit holder or his agent shall notify the Building Official after all lathing and backing is in place. Plaster shall not be applied until the release from the Building Official has been received.

## **3.9 CERTIFICATES**

### 3.9.1 CERTIFICATE OF OCCUPANCY.

3.9.1.1 BUILDING OCCUPANCY. A new building shall not be occupied or a change made in the occupancy, nature or use of a building or part of a building until after the Building Official has issued a Certificate of Occupancy. Said Certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance with the construction codes and other applicable laws and ordinances and released by the Building Official.

3.9.1.2 ISSUING CERTIFICATE OF OCCUPANCY. Upon satisfactory completion of construction of a building or structure and installation of electrical, gas, mechanical and

plumbing systems in accordance with the construction codes, reviewed plans and specifications, and after the final inspection, the Building Official shall issue a Certificate of Occupancy stating the nature of the occupancy permitted, and the allowable load per square foot for each floor in accordance with the provisions of the construction codes.

**3.9.1.3 TEMPORARY/PARTIAL OCCUPANCY.** A temporary/partial certificate of occupancy may be issued for a portion of a building, which may safely be occupied prior to final completion of the building.

**3.9.1.4 EXISTING BUILDING CERTIFICATE OF OCCUPANCY.** A Certificate of Occupancy for any existing building may be obtained by applying to the Building Official and supplying the information and data necessary to determine compliance with the construction codes for the occupancy intended. Where necessary, in the opinion of the Building Official, two sets of detailed drawings, or a general inspection, or both, may be required. When, upon examination and inspection, it is found that the building conforms to the provisions of the Construction codes and other applicable laws and ordinances for such occupancy, a Certificate of Occupancy shall be issued.

**3.9.2 CERTIFICATE OF COMPLETION.** Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of completion may be issued. This Certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This Certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.

### **3.9.3 SERVICE UTILITIES.**

**3.9.3.1 Connection of Service Utilities.** No person shall make connections from a utility, source of energy, fuel or power to any building or system which is regulated by the construction codes for which a permit is required, until released by the Building Official and a Certificate of Occupancy or Completion is issued.

**3.9.3.2 Temporary Connection.** The Building Official may authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary Certificate of Occupancy.

**3.9.3.3 Authority to Disconnect Service Utilities.** The Building Official shall have the power to authorized disconnection of utility service to the building, structure or system regulated by the Construction codes, in case of emergency where necessary to eliminate an immediate hazard to life or property. The Building Official shall notify the serving utility, and whenever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

## **3.10 POSTING FLOOR LOADS**

3.10.1 OCCUPANCY. An existing or new building shall not be occupied for any purpose, which will cause the floors thereof to be loaded beyond their safe capacity. The Building Official may permit occupancy of a building for mercantile, commercial or industrial purposes, by a specific business, when he is satisfied that such capacity will not thereby be exceeded.

3.10.2 STORAGE AND FACTORY-INDUSTRIAL OCCUPANCIES. It shall be the responsibility of the owner, agent, proprietor or occupant of Group S and Group F occupancies, or any occupancy where excessive floor loading is likely to occur, to employ a competent architect or engineer in computing the safe load capacity. All such computations shall be accompanied by an affidavit from the architect or engineer stating the safe allowable floor load on each floor in pounds per square foot uniformly distributed. The computations and affidavit shall be filed as a permanent record of the protective inspection division.

3.10.3 SIGNS REQUIRED. In every building or part of a building used for storage, industrial or hazardous purposes, the safe floor loads, as reviewed by the Building Official on the plan, shall be marked on plates or approved design which shall be supplied and securely affixed by the owner of the building in a conspicuous place in each story to which they relate. Such plates shall not be removed or defaced, and if lost, removed or defaced, shall be replaced by the owner of the building.

#### **4. TESTS**

The Building Official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or his/her agent, by an approved testing laboratory or other approved agency.

### **5. CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS**

#### **5.1 APPOINTMENT**

There is hereby established a Board to be called the Construction Board of Adjustment and Appeals, which shall consist of seven members and two alternates. The Governing Body shall appoint the Board.

#### **5.2 MEMBERSHIP AND TERMS**

5.2.1 MEMBERSHIP. The Construction Board of Adjustment and Appeals should consist of seven members appointed by resolution of the City Council. Such Board members should be composed of individuals with knowledge and experience in the construction codes, such as design professionals, contractors or building industry representatives. In addition to the regular members, there should be two alternate members, one member at large from the building industry and one member at large from the public. A Board member shall not act in a case in which he has a personal or financial interest.

5.2.2 TERMS. The terms of office of the Board members shall be staggered so no more than 1/3 of the Board is appointed or replaced in any 12 month period. The term of office of each Board



member shall be specified in the resolution appointing each Board member. The two alternates, if appointed, shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Continued absence of any member from required meetings of the Board shall, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

**5.2.3 QUORUM AND VOTING.** A simple majority of the Board shall constitute a quorum. In varying any provision of the Construction codes, the affirmative votes of the majority present shall be required. In modifying a decision of the Building Official, not less than two affirmative votes shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

**5.2.4 SECRETARY OF BOARD.** The Building Official shall act as Secretary of the Board and shall make a detailed record of all its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member and any failure of a member to vote.

### **5.3 POWERS**

The Construction Board of Adjustments and Appeals shall have the power, as further defined in 5.4, to hear the appeals of decisions and interpretations of the Building Official and consider variances of the construction codes.

### **5.4 APPEALS**

**5.4.1 DECISION OF THE BUILDING OFFICIAL.** The owner of a building, structure or service system, or his duly authorized agent, may appeal a decision of the Building Official to the Construction Board of Adjustment and Appeals whenever any one of the following conditions are claimed to exist:

1. The Building Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of the Construction codes do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case.
4. The true intent and meaning of the Construction codes or any of the regulations thereunder have been misconstrued or incorrectly interpreted.

**5.4.2 VARIANCES.** The Construction Board of Adjustments and Appeals, when so appealed to and after a hearing, may vary the application of any provision of the Construction codes to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the Construction codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.
2. That the special conditions and circumstances do not result from the action or inaction of the applicant.
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Construction codes to other buildings, structures or service system.
4. That the variance granted is the minimum variance that will made possible the reasonable use of the building, structure or service system.
5. That the grant of the variance will be in harmony with the general intent and purpose of the Construction codes and will not be detrimental to the public health, safety and general welfare.

5.4.2.1 Condition of Variances. In granting the variance, the Board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the Board may prescribe appropriate conditions and safeguards in conformity with the Construction codes. Violation of the conditions of a variance shall be deemed a violation of the Construction codes.

5.4.3 NOTICE OF APPEAL. Notice of appeal shall be in writing and filed within 30 calendar days after the Building Official renders the decision. Appeals shall be in a form acceptable to the Building Official.

5.4.4 UNSAFE OR DANGEROUS BUILDINGS OR SERVICE SYSTEMS. In the case of a building, structure, or service system, which, in the opinion of the Building Officials, is unsafe, unsanitary or dangerous, the Building Official may, in his order, limit the time for such notice of appeals to a shorter period.

## **5.5 RULES AND REGULATIONS**

The Board shall establish rules and regulations for its own procedure not inconsistent with the provisions of these procedures. The Board shall meet on call of the Chairman. The Board shall meet within 30 calendar days after notice of appeal has been received.

5.5.1 DECISIONS. The Construction Board of Adjustment and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the Board shall also include the reasons for the decision. If a decision of the Board reverses or modifies a refusal, order, or disallowance of the Building Official or varies the application of any provision of the Construction codes, the Building Official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the Building Official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the Building

Official for two weeks after filing. Every decision of the Board shall be final, subject however to such remedy as any aggrieved party might have at law or in equity.

#### **6. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of the Construction codes is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of the construction codes.

RESOLUTION #2012-25: A RESOLUTION TO ADOPT THE SECOND AMENDMENT TO THE FISCAL YEAR 2013 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 Second 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 Second Budget Amendment for Fiscal Year 2013;

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 Second Budget Amendment for the City's Fiscal Year 2013 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 4<sup>th</sup> day of December, 2012.

CITY OF STATESBORO, GEORGIA

---

By: Joe R. Brannen, Mayor

---

Attest: Sue Starling, City Clerk

## ATTACHMENT #1

### FY 2013 SECOND BUDGET AMENDMENT

#### 100 General Fund:

- Increase Revenues for Building Permit Applications Review by \$995.
- Increase Revenues for Plumbing Permits by \$28,150.
- Increase Revenues for Electrical Permits by \$9,745.
- Increase Revenues for HVAC Permits by \$7,305.
- Increase Revenues for Inspection Fees by \$42,600.
- Increase Revenues for Other Costs by \$3,525.
- Increase Revenues for Run in the Boro by \$1,500.
- Increase Revenues for Sale of Land by \$21,500.
- Increase Revenues for Sale of Timber by \$1,500.
- Increase Transfer in From Water/Sewer Fund by \$70,825.
- Governing Body
  - Increase Expenditures for Public Relations by \$1,000.
- City Manager
  - Increase Expenditures for Miscellaneous Expenses by \$1,500.
- City Clerk
  - Increase Expenditures for Small Tools and Equipment by \$1,000.
  - Increase Expenditures for Miscellaneous Expenses by \$500.
- Finance
  - Increase Expenditures for Office Supplies by \$500.
  - Increase Expenditures for Miscellaneous Expenses by \$1,000.
- Information Technology
  - Increase Expenditures for Contract Services by \$12,500.
- Human Resources
  - Increase Expenditures for Miscellaneous Expenses by \$2,000.
- Government Buildings
  - Increase Expenditures for Repairs and Maintenance by \$27,500.
- Statesboro Municipal Court
  - Increase Expenditures for Miscellaneous Expenses by \$145.
- Community Development
  - Increase Expenditures for Contract Services by \$11,500.
- Code Compliance
  - Increase Expenditures for Contracted Services by \$1,000.
- Other Costs
  - Increase Expenditures for Drug Abuse Council by \$6,000.
  - Increase Transfer to Capital Improvements Fund by \$46,500.
  - Increase Transfer to Fleet Management Fund by \$75,000.

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

**210 Confiscated Assets Fund:**

- Increase Revenue for Cash Confiscation-State by \$7,684.

**Net effect on Fund is: Increase in Fund Balance by \$7,684.**

**221 CDBG Fund:**

- No Changes.

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

**224 US Department of Justice Grant**

- Increase Expenditures for Police Vehicle and Conversion by \$22,969.

**Net effect on Fund is: Decrease in Fund Balance by \$22,969.**

**250 Multiple Grants Fund:**

- Increase Revenues for FY 2012 JAG Grant by \$27,888.
- Increase Expenditures for FY 2012 JAG Grant by \$27,888.

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

**270 Statesboro Fire Service Fund:**

- Increase Transfer from Water/Sewer Fund by \$232,760.
- Increase Revenue for FEMA Reimbursement by \$7,163.
- Increase Expenditures for Salaries and Benefits by \$209,165.

**Net effect on Fund is: Increase in Fund Balance by \$30,758.**

**275 Hotel/Motel Fund:**

- No Changes.

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

**286 Technology Fee Fund:**

- Increase Expenditures for Computers by \$4,000.
- **Net effect on Fund is: Decrease in Fund Balance by \$4,000.**

**322 2007 SPLOST Fund:**

- Increase Expenditures for Stormwater Phase II Regulations by \$50,000. Carry forward project from FY 2012.
- Increase Expenditures for Street Repaving by \$144,000. Carry forward project from FY 2012.
- Increase Expenditures for East Main/Courtland Street Parking by \$220,000. Carry forward project from FY 2012.
- Increase Expenditures for Intersection Improvements for West Main/West Grady at South College by \$221,800. Carry forward project from FY 2012.
- Increase Expenditures for Fair Road at South Zetterower Avenue and Tillman Road Intersection Improvements by \$25,000. Carry forward project from FY 2012.
- Increase Expenditures for Traffic Signal at Veterans/Brampton/Stanbuck by \$137,500. Carry forward project from FY 2012.

- Increase Expenditures for Traffic Signal at Brannent Street and Wal-Mart by \$95,000. Carry forward project from FY 2012.
- Increase Expenditures for Construction of Sidewalk along South Main by \$115,200. Carry forward project from FY 2012.
- Increase Expenditures for Storm Water Drainage Improvements at North College Street by \$32,850. Carry forward project from FY 2012.
- **Net effect on Fund is: Decrease in Fund Balance by \$1,041,350.**

**350 Capital Improvements Program Fund:**

- Increase Transfer from General Fund by \$46,500.
- Increase Expenditures for Tree Maintenance by \$35,500.
- Increase Expenditures for Trees and Shrubs by \$6,000
- Increase Expenditures for McTell Trail Irrigation by \$5,000.

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

**505 Water and Sewer Fund:**

- Increase Revenues for Water Tap Fees by \$288,690.
- Increase Revenues for Sewer Tap Fees by \$160,265.
- Increase Revenues for Aid To Construction by \$228,631.
- Increase Revenues for Sale of Assets by \$3,575.

**Customer Service Division**

- Increase Expenses for Small Tools and Equipment by \$4,205.

**Waste Water Treatment Plant Division**

- Increase Expenses for Other Equipment by \$14,380.

**Water and Sewer Division**

- Increase Expenses for Repairs and Maintenance by \$36,000.
- Increase Transfer to Statesboro Fire Service Fund by \$232,760
- Increase Transfer to General Fund by \$70,825.

**Net effect on Fund is: Increase in Cash by \$322,991.**

**506 Reclaimed Water System Fund**

- No Changes.
- **Net effect on Fund is: None**

**515 Natural Gas Fund:**

- No Changes.

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

**541 Solid Waste Collection Fund:**

- Increase in Revenues for Yardwaste Collection \$100,000.

**Commercial Division**

- No Changes.

**Residential Division**

- Increase Expenditures on the Cash Flow Statement for Activity Recorders by \$24,000.



## **Yardwaste Division**

- No Changes.

**Net effect on Fund is: Increase in Cash by \$76,000.**

### **542 Solid Waste Disposal Fund:**

- No Changes.

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

### **601 Health Insurance Fund:**

- No Changes.

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

### **602 Fleet Management Fund:**

- Increase Transfer from General Fund by \$75,000.
- Increase Expenditures for Small Tools and Equipment by \$11,500.
- Increase Expenditures for Repairs and Maintenance Equipment by \$3,000.
- Decrease Expenditures on the Cash Flow Statement for Welder and Plasma Cutter by \$7,000.
- Increase Expenditures on the Cash Flow Statement for Diagnostics by \$15,000.
- Increase Expenditures on the Cash Flow Statement for Tire Changer by \$12,500.
- Increase Expenditures on the Cash Flow Statement for an Air Compressor by \$10,000.
- Increase Expenditures on the Cash Flow Statement to Pave Shop Parking Lot by \$30,000.
- Increase Expenditures on the Cash Flow Statement for Generator by \$50,000.  
Carry forward project from FY 2012.

**Net effect on Fund is: Decrease in Cash by \$50,000.**

### **603 Workers Compensation Fund:**

- No Changes.

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

# Memo



**TO: Frank Parker, City Manager**

**FROM: Darren Prather, Purchasing Director**

**DATE: 11-27-2012**

**Re: Bid Results—Excavator (Transfer Station)/Mini-Excavator (Water & Sewer)**

---

The City of Statesboro solicited sealed bids for the purchase of an excavator (Transfer Station) and a mini-excavator (Water & Sewer). These excavators were bid out in the same package, but each one was evaluated as to the lowest responsive bid separately and are to be recommended as such. The excavator is a 50,000 lb. machine with a horse power rating of 153 hp (Capital Improvement Project # SWD – 33). The mini-excavator is a 7,700 lb. open canopy machine with a horse power rating of 28 hp (Capital Improvement Project # WWD – 110). Both machines were specified as to allow the most open competition among brands while obtaining the operational performance needed by the City of Statesboro. We received sealed bids from four vendors and the results are as follows:

| <u>Company</u>              | <u>Brand</u> | <u>Type</u>    | <u>Bid Amount</u> |
|-----------------------------|--------------|----------------|-------------------|
| 1.Border Equipment Co.      | Case         | Excavator      | \$164,968.30      |
|                             | Case         | Mini-excavator | \$36,652.00       |
| 2.Flint Equipment Co.       | John Deere   | Excavator      | \$172,600.00      |
|                             | John Deere   | Mini-excavator | \$43,250.00       |
| 3.Tractor and Equipment Co. | Komatsu      | Excavator      | \$179,900.00      |
|                             | Komatsu      | Mini-excavator | \$44,950.00       |
| 4.Yancey/CAT                | Caterpillar  | Excavator      | \$174,489.00      |
|                             | Caterpillar  | Mini-excavator | \$38,932.00       |

Note: Although the City of Statesboro has an in-county local purchasing preference, the local vendor (Yancy/CAT) did not fall within the 3% local preference range. Also, the pricing for the mini-excavator includes a hauling trailer. Vendors were asked to provide a lump sum bid for the mini-excavator and trailer.

Having offered the lowest responsive bid on both machines, we recommend the purchase award be made to Border Equipment Company in the amount of \$164,968.30 for the full-sized excavator and \$36,652.00 for the mini-excavator. The specifications have been reviewed by the departments that are to receive these two machines and they have met or exceed all of the required specifications.



HUSSEY, GAY, BELL & DEYOUNG, INC.  
CONSULTING ENGINEERS

---

July 31, 2012

Mr. Wayne Johnson  
City of Statesboro  
302 Briar Wood Road  
Statesboro, Georgia 30458

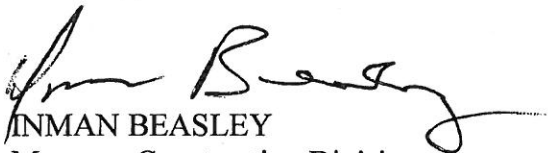
**RE: Highway 67 Water Line Interconnection  
For the City of Statesboro, GA**

Dear Mr. Johnson:

Forwarded herewith are three (3) copies of the proposed Change Order No. 1 Summary for the above referenced project. Please have executed on behalf of the City of Statesboro and return to me for distribution.

Should you have questions, please call.

Sincerely,

  
INMAN BEASLEY  
Manager-Construction Division

IB:jg

Enclosures

Cc: Mr. Bill Lovett  
Mr. Don Billet



**Hussey, Gay, Bell & DeYoung, Inc. Consulting Engineers**  
**P.O. Box 14247**  
**Savannah, Georgia 31416**

**Change Order**

**Contractor's Name & Address:**   **ATTN: Mr. Ty Tyson**  
**Tyson Utilities Construction, Inc**  
**777 Little Road**  
**Metter, GA 30439**

|                            |                            |                                   |
|----------------------------|----------------------------|-----------------------------------|
| <b>Date: July 25, 2012</b> | <b>Job #: 111259848.14</b> | <b>Change Order No. 1 Summary</b> |
|----------------------------|----------------------------|-----------------------------------|

**RE: Hwy 67 Water Line Interconnection**  
**For the City of Statesboro**

**Description of Work to be Added, Deleted or Substituted:**

Over runs and under runs and work directed by owner

**Justification:** Final contract cost computations

**Revised Completion Date:** N/A

|   |               |
|---|---------------|
| Original Contract Amount.....               | \$ 195,811.37 |
| Total Add/Delete Previous Change Order..... | \$ -0-        |
| Total Add This Change Order.....            | \$ 19,145.84  |
| Revised Contract Amount.....                | \$ 214,957.21 |

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

**Recommended By:**    **Date: July 25, 2012**  
**Engineer: Hussey, Gay, Bell & DeYoung, Inc.**

**Accepted By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Contractor: Tyson Utilities Construction, Inc.**

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Owner: City of Statesboro**

**Hwy 67 Water Line Interconnection for the City of Statesboro**  
**Change Order No. 1 Summary - Details**

| ITEM NO. | DESCRIPTION                      | UNIT PRICE  | QUANTITY TO DATE | TOTAL COST   |
|----------|----------------------------------|-------------|------------------|--------------|
| 1        | 12-inch PVC water main           | \$ 21.83    | -4               | (\$87.32)    |
| 3        | 8-inch RJ PVC water main         | \$ 16.37    | -38              | (\$622.06)   |
| 4        | Connect to existing water line   | \$ 824.45   | 2                | \$1,648.90   |
| 5        | 12-inch GV and Box               | \$ 1,667.18 | 6                | \$10,003.08  |
| 6        | 12-inch Fusible J&B Casing       | \$ 74.62    | 3                | \$223.86     |
| 7        | 12-inch Fusible Install          | \$ 48.50    | 3                | \$145.50     |
| 8        | 12-inch Fusible Open Cut         | \$ 39.80    | 77               | \$3,064.60   |
| 9        | 8-inch Directional Drill         | \$ 47.68    | -10              | (\$476.80)   |
| 10       | Fire Hydrant                     | \$ 2,591.80 | 2                | \$5,183.60   |
| 12-A     | Miscellaneous Fittings - 12" Tee | \$ 835.24   | 2                | \$1,670.48   |
| 17       | R&R Material - Stone             | \$ 1.00     | -100             | (\$100.00)   |
| 18       | R&R Material - Borrow            | \$ 14.50    | -100             | (\$1,450.00) |
| 19A      | R&R Culvert - 12" CMP            | \$ 1.00     | -18              | (\$18.00)    |
| 19B      | R&R Culvert - 15" RCP            | \$ 1.00     | -20              | (\$20.00)    |
| 19C      | R&R Culvert - 18" RCP            | \$ 1.00     | -20              | (\$20.00)    |
|          |                                  |             |                  | \$19,145.84  |

EXHIBIT A  
CURRENT AGREEMENT  
**WATER/SEWER AGREEMENT**

GEORGIA, BULLOCH COUNTY

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a municipal  
corporation, its assigns and successors, hereinafter referred to as "City" and  
-----'their heirs,  
assigns and successors, hereinafter referred to as "Developer", the developer of the  
project known as \_\_\_\_\_

**WHEREAS**, in regard to extending and making additions to the City's water and/or  
sanitary sewer systems and also to the construction of water distribution and/or sanitary  
sewer collection and disposal systems to serve the property known as  
\_\_\_\_\_; located at \_\_\_\_\_ and

**WHEREAS**, the engineering design for said water and sanitary sewer systems will  
be accomplished by competent, professional engineers registered in the State of Georgia;

**NOW THEREFORE**, the City and \_\_\_\_\_ covenant  
and agree as follows:

-1-

City shall approve the designation of the engineer who shall be responsible for the  
engineering design and inspection in connection with the installation of said water and  
sanitary sewer systems. The Developer shall be responsible for providing resident  
inspection during construction and for insuring the engineer's conformance to area

planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangements of lift stations and quality of construction. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the approved specifications and plans, upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection costs in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment facility and the water supply facility.

-2-

The Developer will pay a five hundred (\$500.00) dollar non-refundable fee to the City of Statesboro to cover the costs for the City's Consulting Engineers to review plans for compliance with the City's Long Range Water and Sewer Master Plan. This fee will also cover the costs for said Engineer to update the City's Water and Sewer Master Plan as per the development and to update the City's water/sewer location maps to include this extension of mains. The Developer covenants and agrees to reimburse the City for additional inspection time on unfamiliar contractors until such time as the contractor is approved by the City.

-3-

Both parties covenant and agree that if the project is located outside the limits of the City and is contiguous to the City Limits, that in order to receive utility service from the City,

the Developer will agree for the development to be annexed into the City Limits and will formally request annexation by the 100% method, prior to the submittal of any subdivision plat or site plan. The Developer agrees to comply with all City of Statesboro Codes, Ordinances and Regulations applicable to Development and agrees that all inspections and code enforcement shall be conducted by the City of Statesboro and that a City building permit is required. The Developer agrees to submit construction plans to the City for review and to pay all City building permit fees and inspection fees prior to beginning any construction.

-4-

Both parties agree that if the project is located outside the City Limits but is not contiguous to the City Limits, in order to receive utility services from the City of Statesboro, the Developer will agree for his development to be annexed into the City and will formally request annexation by the 100% method at such time as the development becomes contiguous to the City Limits. The developer requesting water and sewer service for non-contiguous property agrees and covenants with the City that restrictive covenants which are to run with the property will be placed on the property which would require any entity the property is conveyed to, to agree to 100% annexation of the property when it becomes contiguous.

-5-

Both parties covenant and agree that if the project is located outside the City Limits, but is not contiguous to the City Limits, in order to receive utilities from the City, the Developer will agree to comply with the following City of Statesboro development related ordinances: Drainage Control Ordinance, Sign Ordinance and portions of the Zoning



Ordinance which regulates parking, density, building coverage and building set backs. ~~In the event that Bulloch County's Zoning designation for this particular parcel differs from the City of Statesboro's Zoning designation, then the City's Director of Community Development shall determine which City Zoning district is most appropriate.~~ In any case, the more restrictive ordinance regulations (City or County) shall govern.

-6-

The Developer shall hold the City harmless and indemnify City against any damages due to work associated with the tie on of existing water or sanitary sewer lines.

-7-

Both parties covenant and agree that upon completion of the systems and all related facilities, including all associated water and sewage fees being fully paid for by the Developer (except the sewage treatment facility and the water supply facility) and after the submission of "as built" drawings (one electronic copy in a format acceptable to the City and two blueprint plans), the City will, subject to approval of the City Engineer, accept title thereto and assume responsibility for maintenance and operation of those portions located within public easements or rights of way. The acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems servicing the said project and also all easements and/or rights of way required for the purpose of maintenance thereof. Developer agrees to execute any further documentation, such as a Bill of Sale and/or Easement, upon request of the City as may be necessary to transfer title to the systems. The Developer shall bear the costs for the proper recording of all water and sewer easements. Those portions of the facilities not so conveyed by the Developer such

as single use lines, shall remain the responsibility of the Developer or its assigns as to the ownership and maintenance.

-8-

The Developer warrants the water and sanitary sewer systems to include all parts, piping and pumping devices that make up the water or sewer system against defects and improper installation for a period of one (1) year from the date the City accepts the system. During the one (1) year warranty any repairs to the system will be made at the expense of the Developer and any street repairs necessitated for the maintenance and repair of the water system and/or sanitary sewer systems will also be at the expense of the Developer.

-9-

Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the system shall be borne by the Developer. It shall be the Developer's responsibility to obtain all the necessary regulatory permits and approvals. It is understood and agreed by and between the parties that the City's sole responsibility will be to provide the sewage treatment facility, the water supply facility and any water and sewer mains that may already be in place.

-1a-

Developer acknowledges that there is an Aid to Construction fee (ATC) for each gallon of sewage accepted by the City from Developer for treatment. This fee shall be imposed in accordance with the current City rates in effect and shall be paid by Developer to the City upon execution of this Agreement. The current rate is \$1.60 per gallon per day of sewage accepted by the City for treatment. The City calculates that \_\_\_\_\_ gallons per day of sewage from the Project will be treated by the City. The Developer,

therefore, tenders the amount of \$\_\_\_\_\_ to the City in payment of this fee. If it becomes apparent that the amount of sewage to be treated by the City will exceed the amount set forth above, Developer shall immediately tender such payment of the ATC fees to the City as is required. It shall be the responsibility of the City to correctly calculate the gallons of sewage from the Project to be treated by the City. The City's calculations shall be consistent with the City's schedule of contributory load factors. The ATC fee is payable upon execution of the agreement.

-11-

It is understood and agreed by and between the parties that there shall be a sanitary sewer connection fee and a separate water connection fee in accordance with the current City rates in effect. The connection fees shall be paid upon issuance of a building permit.

-12-

Developer acknowledges that the City shall be the sole provider of water for consumption or irrigation and covenants and agrees not to obtain a private well or gain water from any source other than the City.

-13-

This agreement may not be transferred or assigned in whole or of any part by Developer without prior written consent of the City and any violation of this agreement shall terminate the City's obligation hereunder.

-14-

This agreement is to be governed by Georgia Law and it is understood and agreed by and between the parties that all provisions of both state and federal law now or

hereafter in effect relating to water and sewage service, while laws may be applicable to the City, shall be applicable to this Agreement.

IN WITNESS WHEREOF all parties have set their hands and seals on this \_\_\_\_day of \_\_\_\_\_,20\_\_\_\_

MAYOR AND CITY COUNCIL OF STATESBORO

BY: \_\_\_\_\_

ATTEST:\_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

DEVELOPER

BY: \_\_\_\_\_

ATTEST:\_\_\_\_\_

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

EXHIBIT B  
REVISED AGREEMENT  
**WATER/SEWER AGREEMENT**

GEORGIA, BULLOCH COUNTY

**THIS AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a municipal  
corporation, its assigns and successors, hereinafter referred to as "City" and  
\_\_\_\_\_, their heirs, assigns and  
successors, hereinafter referred to as "Developer", the developer of the project known as  
\_\_\_\_\_.

**WHEREAS**, in regard to extending and making additions to the City's water and/or  
sanitary sewer systems and also to the construction of water distribution and/or sanitary  
sewer collection and disposal systems to serve the property known as  
\_\_\_\_\_; located at \_\_\_\_\_ and

**WHEREAS**, the engineering design for said water and sanitary sewer systems will  
be accomplished by competent, professional engineers registered in the State of Georgia;

**NOW THEREFORE**, the City and \_\_\_\_\_ covenant  
and agree as follows:

-1-

City shall approve the designation of the engineer who shall be responsible for the  
engineering design and inspection in connection with the installation of said water and  
sanitary sewer systems. The Developer shall be responsible for providing resident  
inspection during construction and for insuring the engineer's conformance to area

planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangements of lift stations and quality of construction. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the approved specifications and plans. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection costs in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment facility and the water supply facility.

-2-

The Developer will pay a five hundred (\$500.00) dollar non-refundable fee to the City of Statesboro to cover the costs for the City's Consulting Engineers to review plans for compliance with the City's Long Range Water and Sewer Master Plan. This fee will also cover the costs for said Engineer to update the City's Water and Sewer Master Plan as per the development and to update the City's water/sewer location maps to include this extension of mains. The Developer covenants and agrees to reimburse the City for additional inspection time on unfamiliar contractors until such time as the contractor is approved by the City.

-3-

Both parties covenant and agree that if the project is located outside the limits of the City and is contiguous to the City Limits, that in order to receive utility service from the City,

the Developer will agree for the development to be annexed into the City Limits and will formally request annexation by the 100% method, prior to the submittal of any subdivision plat or site plan. The Developer agrees to comply with all City of Statesboro Codes, Ordinances and Regulations applicable to Development and agrees that all inspections and code enforcement shall be conducted by the City of Statesboro and that a City building permit is required. The Developer agrees to submit construction plans to the City for review and to pay all City building permit fees and inspection fees prior to beginning any construction.

-4-

Both parties agree that if the project is located outside the City Limits but is not contiguous to the City Limits, in order to receive utility services from the City of Statesboro, the Developer will agree for his development to be annexed into the City and will formally request annexation by the 100% method at such time as the development becomes contiguous to the City Limits. The developer requesting water and sewer service for non contiguous property agrees and covenants with the City that restrictive covenants which are to run with the property will be placed on the property which would require any entity the property is conveyed to, to agree to 100% annexation of the property when it becomes contiguous.

-5-

Both parties covenant and agree that if the project is located outside the City Limits, but is not contiguous to the City Limits, in order to receive utilities from the City, the Developer will agree to comply with the more restrictive development related regulations of the following City or County Ordinances: Drainage Control Ordinance, Sign Ordinance and

portions of the Zoning Ordinances which regulate parking, density, building coverage and building set backs.

-6-

The Developer shall hold the City harmless and indemnify City against any damages due to work associated with the tie on of existing water or sanitary sewer lines.

-7-

Both parties covenant and agree that upon completion of the systems and all related facilities, including all associated water and sewage fees being fully paid for by the Developer (except the sewage treatment facility and the water supply facility) and after the submission of "as built" drawings (one electronic copy in a format acceptable to the City and two blueprint plans), the City will, subject to approval of the City Engineer, accept title thereto and assume responsibility for maintenance and operation of those portions located within public easements or rights of way. The acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems servicing the said project and also all easements and/or rights of way required for the purpose of maintenance thereof. Developer agrees to execute any further documentation, such as a Bill of Sale and/or Easement, upon request of the City as may be necessary to transfer title to the systems. The Developer shall bear the costs for the proper recording of all water and sewer easements. Those portions of the facilities not so conveyed by the Developer such as single use lines, shall remain the responsibility of the Developer or its assigns as to the ownership and maintenance.



The Developer warrants the water and sanitary sewer systems to include all parts, piping and pumping devices that make up the water or sewer system against defects and improper installation for a period of one (1) year from the date the City accepts the system. During the one (1) year warranty any repairs to the system will be made at the expense of the Developer and any street repairs necessitated for the maintenance and repair of the water system and/or sanitary sewer systems will also be at the expense of the Developer.

Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the system shall be borne by the Developer. It shall be the Developer's responsibility to obtain all the necessary regulatory permits and approvals. It is understood and agreed by and between the parties that the City's sole responsibility will be to provide the sewage treatment facility, the water supply facility and any water and sewer mains that may already be in place.

Developer acknowledges that there is an Aid to Construction fee (ATC) for each gallon of sewage accepted by the City from Developer for treatment. This fee shall be imposed in accordance with the current City rates in effect and shall be paid by Developer to the City upon execution of this Agreement. The current rate is \$1.60 per gallon per day of sewage accepted by the City for treatment. The City calculates that \_\_\_\_\_ gallons per day of sewage from the Project will be treated by the City. The Developer, therefore, tenders the amount of \$\_\_\_\_\_ to the City in payment of this fee. If it becomes apparent that the amount of sewage to be treated by the City will exceed the

amount set forth above, Developer shall immediately tender such payment of the ATC fees to the City as is required. It shall be the responsibility of the City to correctly calculate the gallons of sewage from the Project to be treated by the City. The City's calculations shall be consistent with the City's schedule of contributory load factors. The ATC fee is payable upon execution of the agreement.

-11-

It is understood and agreed by and between the parties that there shall be a sanitary sewer connection fee and a separate water connection fee in accordance with the current City rates in effect. The connection fees shall be paid upon issuance of a building permit.

-12-

Developer acknowledges that the City shall be the sole provider of water for consumption or irrigation and covenants and agrees not to obtain a private well or gain water from any source other than the City.

-13-

This agreement may not be transferred or assigned in whole or of any part by Developer without prior written consent of the City and any violation of this agreement shall terminate the City's obligation hereunder.

-14-

This agreement is to be governed by Georgia Law and it is understood and agreed by and between the parties that all provisions of both state and federal law now or hereafter in effect relating to water and sewage service, while laws may be applicable to the City, shall be applicable to this Agreement.

IN WITNESS WHEREOF all parties have set their hands and seals on this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

MAYOR AND CITY COUNCIL OF STATESBORO

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

DEVELOPER

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

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

APPLICATION FOR VEHICLE FOR HIRE PERMIT - DRIVER

DATE 11-15-12

NAME OF BUSINESS D W Yellow Cab

OWNER OF BUSINESS Wilfrid Francois

BUSINESS ADDRESS 1 Greenwood Avenue

CITY, STATE & ZIP Statesboro, Ga 30458

BUSINESS TELEPHONE 912-601-1608

NAME OF DRIVER Samuel Paul Youngblood II

HOME ADDRESS

CITY, STATE & ZIP

HOME TELEPHONE

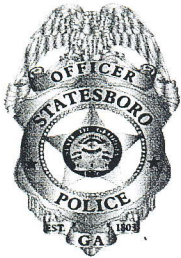
ALIASES Paul

AGE OF DRIVER

HAVE YOU EVER BEEN ARRESTED? YES  NO

SIGNATURE Samuel Paul Youngblood II

DATE 11-15-12



Scott P. Brunson  
Police Major

## Statesboro Police Department

25 West Grady Street  
Statesboro, Georgia 30458  
Phone: (912) 764-9911 / Fax: (912) 489-5050



Wendell Turner  
Public Safety Director

November 20, 2012

Sue Starling, City Clerk  
City of Statesboro

*Via Hand-Delivery*

REF: Licensing

BUSINESS: D W Yellow Cab, 1 Greenwood Ave., Statesboro, GA  
APPLICANT: Samuel P. Youngblood II,

The response received from the fingerprints submitted shows the following record on file for Mr. Youngblood:

05/24/2002 Marijuana-Possess Less than 1 Ounce  
06/08/2005 Probation Violation  
03/20/2007 Driving While License Suspended or Revoked  
05/05/2011 Battery (Family Violence)  
Disorderly Conduct

Respectfully submitted,

A handwritten signature in cursive script that reads 'Major Scott P. Brunson'.

Major Scott P. Brunson



August 6, 2012

Mr. Frank Parker  
City Manager  
City of Statesboro  
P.O. Box 348  
Statesboro, GA 30458

RE: ENGINEERING PROPOSAL AGREEMENT  
MOBILE LIDAR SANITARY SEWER  
MANHOLE COLLECTION OPTION "B"

Dear Mr. Parker:

Hussey, Gay, Bell & DeYoung, Inc. appreciates the opportunity to present our proposal for Mobile Lidar Data Collection Survey Services. Our scope of services will include the following:

**TASK A: MOBILE LIDAR DATA COLLECTION**

We will begin Task A by establishing horizontal and vertical survey control for the mobile lidar calibration and accuracy confirmations. We will collect mobile Lidar data beginning at the ends of the Phase 1 survey and extend outward to all areas with existing sewer. We will additionally collect areas of near future development as indicated on the Option "B" map attachment.

**TASK B: POST PROCESSING AND DATA RETRIVAL**

After field data collection we will process the data addressing any corrections needed to be processed and establish a quality control system. We will retrieve the horizontal and vertical sanitary sewer manhole positions from the Lidar point cloud and insert this data into the City's water and sewer database and mobile application.

Mr. Frank Parker  
MANHOLE COLLECTION OPTION "B"  
August 6, 2012  
Page No. 2

Our fees for these services will be on an hourly basis in accordance with the attached Hourly Rate Schedule. Fees for Task A – Mobile Lidar Data Collection will not exceed \$57,250 without prior approval by the City. Fees for Task B – Post Processing and Data Retrieval – will be hourly in accordance with the attached Hourly Rate Schedule.

Again, thank you for the opportunity to present this proposal. We would be glad to use a signed copy as our Notice to Proceed.

Sincerely,

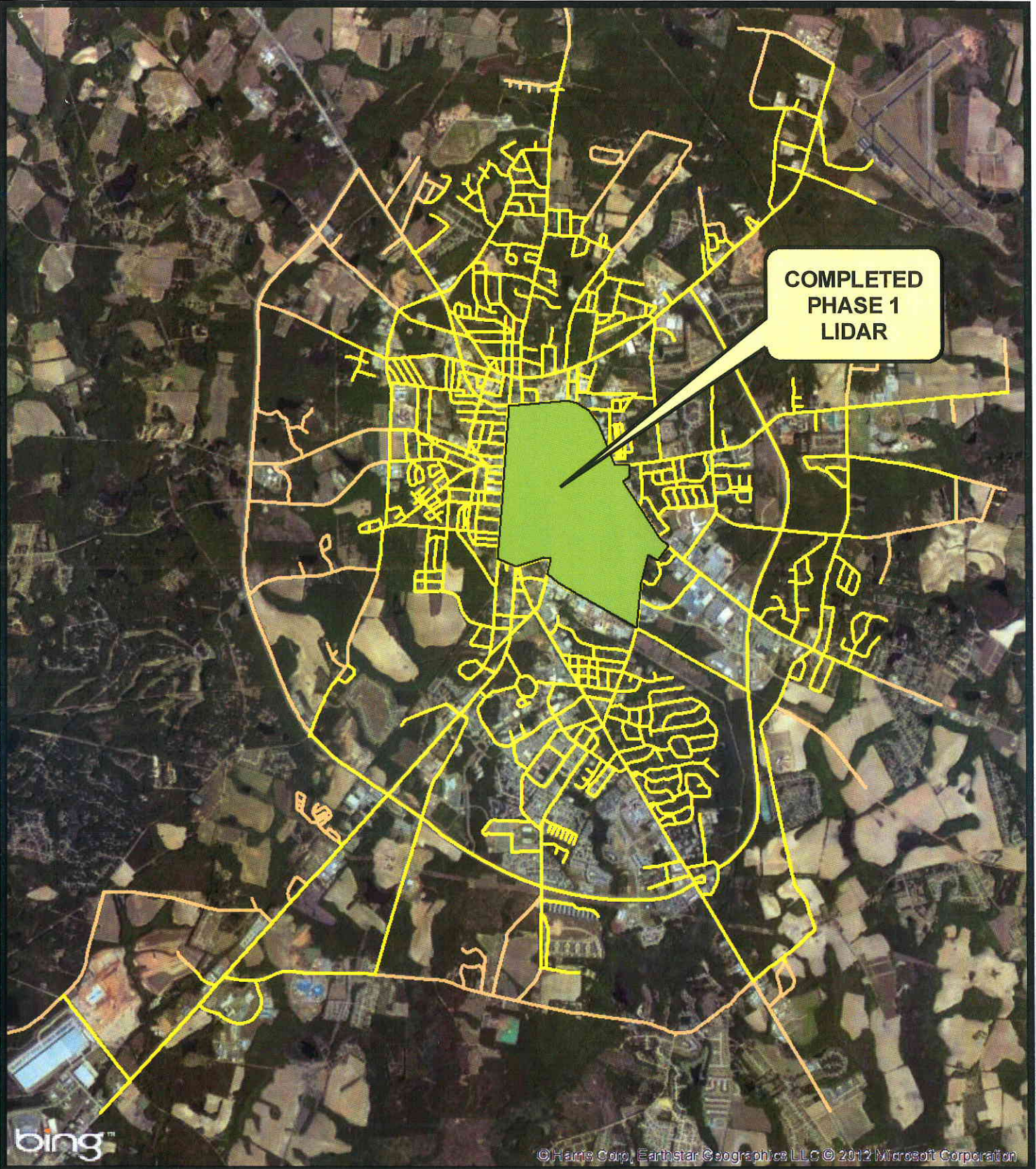


WILLIAM H. LOVETT  
President

cg

cc: Nathan Brown

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_



**COMPLETED  
PHASE 1  
LIDAR**



**N**  
↑  
HUSSEY, GAY, BELL & DEYOUNG, INC.  
CONSULTING ENGINEERS  
329 COMMERCIAL DRIVE P.O. BOX 14247  
SAVANNAH, GEORGIA, 31416  
TEL. (912) 354-4626 FAX. (912) 354-6754  
WWW.HGBD.COM

**PHASE 2 LIDAR  
OPTION "B"  
ALL EXISTING SEWER &  
FUTURE DEVELOPMENT**





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

**SCHEDULE OF HOURLY RATES**

January 2011

|   |        |
|---|--------|
| Principal Engineer                                | 160.00 |
| Professional Engineer (Testimony and Preparation) | 185.00 |
| Engineer IV                                       | 125.00 |
| Engineer III                                      | 115.00 |
| Engineer II                                       | 110.00 |
| Engineer I  | 105.00 |
| Assistant Engineer                                | 100.00 |
| Technician III                                    | 95.00  |
| Technician II                                     | 90.00  |
| Technician I                                      | 80.00  |
| Landscape Architect                               | 100.00 |
| Senior Project Representative                     | 75.00  |
| Project Representative                            | 70.00  |
| Assistant Construction Technician                 | 60.00  |
| Permitting Technician                             | 60.00  |
| Environmental Scientist                           | 105.00 |
| Registered Land Surveyor                          | 105.00 |
| 3-Man Survey Crew                                 | 125.00 |
| 2-Man Survey Crew                                 | 120.00 |
| 3-Man GPS Survey Crew                             | 130.00 |
| 2-Man GPS Survey Crew                             | 125.00 |
| 1-Man GPS Survey Crew                             | 115.00 |
| Hydrographic Boat and Equipment                   | 65.00  |
| Clerical  | 55.00  |

Justin Daniel <Justin.Daniel@Statesboroga.gov>  
To: Bryant Tatum <Bryant.Tatum@Statesboroga.gov>  
FW: Statesboro Citywide LIDAR Estimate

September 27, 2012 8:27 AM

2 Attachments, 3 KB

See below

**From:** Morris, Aaron [mailto:amorris@mbakercorp.com]  
**Sent:** Tuesday, August 21, 2012 7:16 PM  
**To:** Justin Daniel  
**Subject:** RE: Statesboro Citywide LiDAR Estimate

Justin,

Following an initial review of the data, parameters, and area of interest, I would estimate the project to be in the \$69,000 neighborhood. This is based on the capture of 170 miles of roadway, and the placement of ~2,500 manholes. Based on the provided manhole locations, there will be some manholes that will not be able to be located via Mobile LiDAR, as they appear to reside in wooded areas, the middle of fields, and/or other areas not accessible to the LiDAR equipment (but this should be a fairly small percentage, and I'm sure you are already aware of this condition).

I know you were putting this together for rough budgetary numbers, but if you prefer a formalized cost estimate, or have any questions, please don't hesitate to contact me.

Thanks,  
Aaron

**Aaron J. Morris, GISP** Assistant Vice President  
Michael Baker Jr., Inc. 310 New Pointe Dr., Ridgeland, MS 39157  
Office: 601-607-8752 Mobile: 601-497-8999 Fax: 601-607-8701  
Email: [amorris@mbakercorp.com](mailto:amorris@mbakercorp.com) [www.mbakercorp.com/gis](http://www.mbakercorp.com/gis)

**Baker** **Mobile LiDAR**  
Unlimited Data....Infinite Possibilities  
<http://mobilelidar.blogspot.com/>

**From:** Justin Daniel [mailto:Justin.Daniel@Statesboroga.gov]  
**Sent:** Monday, August 20, 2012 1:57 PM  
**To:** Morris, Aaron  
**Subject:** RE: Bulloch Roads

Thanks,

**From:** Morris, Aaron [mailto:amorris@mbakercorp.com]  
**Sent:** Monday, August 20, 2012 2:59 PM  
**To:** Justin Daniel  
**Subject:** RE: Bulloch Roads

Much better. Thanks for sending. We'll get working on the rough cost estimate.  
Aaron

**From:** [justin.daniel@statesboroga.gov](mailto:justin.daniel@statesboroga.gov) [mailto:justin.daniel@statesboroga.gov]  
**Sent:** Monday, August 20, 2012 1:51 PM  
**To:** Morris, Aaron  
**Cc:** [justin.daniel@statesboroga.gov](mailto:justin.daniel@statesboroga.gov)  
**Subject:** Bulloch Roads

**Baker**

[justin.daniel@statesboroqa.gov](mailto:justin.daniel@statesboroqa.gov) has sent you attachments using Baker eFTP

**Message**

**Text:**

File(s) Uploaded:

BullochRoads.zip

To retrieve these attachments, click on the secure link below.

<https://eftp.mbakercorp.com:443?wtcQID=ROVUU0FSRFFJUzpd2ZLNEZpMq==/>

Access to this information will expire on 8/27/2012 12:00:00 AM

NOTE: Some companies have policies at their sites that prohibit the above link to be accessed by just clicking on the link. If this is the case, just copy and paste the entire URL link (including the equal signs) into your browser. If you need additional assistance, contact the Michael Baker IT Support Desk at 1-866-447-6333 or e-mail us at [DigitalServices@mbakercorp.com](mailto:DigitalServices@mbakercorp.com)

**Legal Disclaimer:**

This website is intended solely for use by the Michael Baker Corporation, its affiliates, clients, subcontractors, and other designated parties. All information utilized on this website is for designated recipients only. Any dissemination, distribution or copying of this material by any individual other than the said designated recipients is strictly prohibited. The Michael Baker Corporation, its affiliates and employees, makes no representation or warranty (express or implied) as to the merchantability or fitness for a particular purpose of any documents or information available from this website and therefore assumes neither legal liability nor responsibility for the accuracy, completeness, technical/scientific quality or usefulness of said documents or information

Justin Daniel <Justin.Daniel@Statesboroga.gov>

To: Bryant Tatum

September 27, 2012 8:27 AM

FW: Surveying and Mapping, Inc., Mobile Mapping Services- Statesboro, GA

[See below](#)

---

**From:** Jaime Higgins [mailto:JHiggins@SAMInc.biz]

**Sent:** Wednesday, September 05, 2012 4:45 PM

**To:** Justin Daniel

**Cc:** Rob Butler; Ruben Gaztambide; Todd Schmidt

**Subject:** Surveying and Mapping, Inc., Mobile Mapping Services- Statesboro, GA

Justin,

Per our discussion, we have put together a rough estimate of cost in regards to scanning the remaining public roadways within the corporate limits of Statesboro and some public roadway extending into an industrial area served by city sewer. This is an approximate cost. At your request we would appreciate the opportunity to provide a detailed, written proposal for service, addressing specific city needs and scope of work.

Our assumptions are:

- +/- 165 miles of public road
- Only includes public, paved roadways
- Data acquisition will consist of one pass over each roadway
- Horizontal and vertical accuracy requirements will be such that no control targets will be needed, providing for approximately 1' vertical and 0.5 horizontal accuracies.
- Manholes in roadway ONLY will be extracted (where visible – not responsible for manholes obstructed from view due to parked vehicles, construction, etc.)
- There are approximately \_ manholes to extract.
- Delivery will be shape file of manholes, as well as .las files and imagery captured during collect
- Field data will be collected during a single mobilization
- Collection would be during a student break period, such as winter or summer break in an effort to take advantage of lighter off season traffic

Based on these assumptions the estimated cost of mobilization, collection, processing and extraction of manhole features is between \$145,000 and \$160,000.

Based on a single pass approach, data delivered would include a point cloud that would extend as far as 30 feet beyond the edge of pavement, dependent on obstructions, and imagery collected during the drive. We would anticipate being able to extract features such as trees, signs, fire hydrants, parking meters and fences from the LiDAR point cloud, as an additional effort, after the initial collect has been completed. If you have any questions or would like additional information, please do not hesitate to call or email.

Best regards,

Jaime F. Higgins, PLS, RPLS

Senior Staff

Geospatial Department

Surveying And Mapping, Inc. (SAM, Inc.)

4801 Southwest Parkway

Parkway Two, Suite 100

Austin, Texas 78735

tel 512.447.0575

dir 512. 685.3544

fax 512.326.3029

cell 512. 944.2198

[JHiggins@saminc.biz](mailto:JHiggins@saminc.biz)

[www.saminc.biz](http://www.saminc.biz)

RESOLUTION 2012-26: A RESOLUTION APPROVING THE CONTRACT FOR PROBATION SERVICES BETWEEN THE MUNICIPAL COURT OF STATESBORO, GEORGIA AND SENTINEL OFFENDER SERVICES, LLC.

THAT WHEREAS, pursuant to a contract entered on March 3, 2009 between the Municipal Court of Statesboro, Georgia and Sentinel Offender Services, LLC, Sentinel Offender Services, LLC has provided probation services to the Municipal Court of Statesboro, Georgia;

WHEREAS, since the execution of the March 3, 2009 agreement between the Municipal Court of Statesboro, Georgia and Sentinel Offender Services, LLC the Judge of the Municipal Court of Statesboro has changed, and based on that change Sentinel Offender Services, LLC has requested that a new contract be entered;

WHEREAS, OCGA § 42-8-100(h) (1) provides that the judge of the municipal court of any municipality, with the approval of the governing authority of that municipality, is authorized to enter into written contracts with private corporations, enterprises, or agencies to provide probation supervision, counseling, collection services for all moneys to be paid by a defendant according to the terms of the sentence imposed and any moneys which by operation of law are to be paid by the defendant in consequence of the conviction, and other probation services for persons convicted in such court and placed on probation.

WHEREAS, OCGA § 42-8-100(h) (1) further provides that the final contract negotiated by the judge with the private probation entity shall be attached to the approval by the governing authority of the municipality to privatize probation services as an exhibit thereto.

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

Section 1. That the written contract attached to his resolution as Government Exhibit A to privatize probation services in the Municipal Court of Statesboro, Georgia is hereby approved.

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

Adopted this \_\_\_ day of \_\_\_\_, 2012

CITY OF STATESBORO, GEORGIA

---

By: Joe R. Brannen, Mayor

---

Attest: Sue Starling, City Clerk

**AGREEMENT TO  
PROVIDE PROBATION SERVICES  
TO THE MUNICIPAL COURT  
OF STATESBORO, GEORGIA**

**THIS AGREEMENT** is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **Municipal Court of Statesboro, Georgia**, (hereinafter referred to as the “Court”) and **Sentinel Offender Services, LLC.**, located at Five Concourse Parkway, Suite 775, Atlanta, Georgia 30328-6299 (hereinafter referred to as “Sentinel”).

**RECITALS**

**WHEREAS,**

1. The Court has been duly authorized by O.C.G.A. § 42-8-100 to establish services for a probation system for the purpose of providing probation supervision, counseling, collection services for all monies to be paid by a defendant according to the terms of the sentence imposed and any moneys which by operation of law are to be paid by the defendant in consequence of the conviction and other probation services for persons convicted in the Court and placed on probation.
2. The Court has the express authority, by and through its duly elected and/or appointed officials, to enter into an agreement with Sentinel to provide probation services, upon the terms and conditions set forth herein, to misdemeanor probationers. In no event will Sentinel be charged with the responsibility of supervising a felony sentence unless authorized to do so by law.
3. Sentinel is a duly registered corporation with the Georgia Secretary of State and is registered and in good standing with the County and Municipal Probation Advisory Council.
4. Sentinel is professionally staffed and desirous to conduct misdemeanor probation services to said entities as described in Paragraph 1.
5. Probation Officers providing services to the Court shall be at least twenty-one (21) years of age at the time of appointment to the position of probation officer and at a minimum have completed a standard two-year college course or possess four years of P.O.S.T. law enforcement experience.
6. Sentinel shall provide an initial forty (40) hours of orientation training to all probation officers and twenty (20) hours of continuing education per annum as approved by the County and Municipal Probation Advisory Council.

7. Sentinel shall require criminal record check of all staff providing services to the Courts and no person who has been convicted of a felony will be employed as a probation officer.
8. Sentinel certifies that to the best of its knowledge, no employee of the Court, the governing authority nor any of its members, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of Sentinel, and that no person associated with Sentinel has any interest that would conflict in any manner or degree with the performance of the Agreement.
9. Sentinel will at all times observe and comply with all laws, ordinances, and regulations of the federal, state, and local governments which may in any manner affect the performance of this Agreement.
10. Sentinel shall comply with the legislative enactment (O.C.G.A. § 42-8-100 through 108), as well as all standards and qualifications as set forth by the County and Municipal Probation Advisory Council and shall comply with the “Rules and Regulations of the County and Municipal Probation Advisory Council,” as promulgated and as may be amended from time to time.

## ARTICLE ONE

### Services by Sentinel

Sentinel agrees to provide the following services for and on behalf of the Court:

1. Attend regularly scheduled Court sessions for the purpose of obtaining sentencing information and personal history information for each offender placed on probation. Dates of regularly scheduled court sessions will be made available to Sentinel at least 30 days in advance.
2. Conduct an initial interview with each probationer at the time of his or her sentencing or as soon thereafter as is practicable for purposes of explaining the scope of the court order relative to fines, fees and/or restitution imposed as well as requirements and conditions for probation supervision.
3. Monitor and supervise probationers to ensure compliance with the Court’s order. Complete a supervision assessment of the probationer to determine an appropriate reporting schedule. Collect from probationers court ordered fines, restitution and other costs associated with the order of the Court.

4. Prepare referrals and lend assistance to probationers either ordered to receive or desiring counseling or employment assistance. Probationers identified by the Court as having special treatment and/or education needs will be referred to appropriate community programs and their progress followed and noted in their case record.
5. Drug counseling and urine surveillance will be provided to probationers identified by the Court as having drug or alcohol related problems. Probationers will assume the cost of random drug and/or alcohol testing.
6. Provide electronic monitoring services to the Court and governing authority at the direction of the Court. The cost of these services will be negotiated with the Court and/or governing authority based on the needs of the Court and/or governing authority.
7. Coordinate community service work with local community service agencies as ordered by the Court as a condition of probation. Sentinel will coordinate community service work that is reasonably consistent with those duties performed by regular, unskilled laborers.
8. Maintain case files for each probationer regarding compliance with the terms and conditions of probation, reporting dates, contacts as they occur and the amounts and dates of money collected.
9. All reports, papers, records, and files relative to the supervision of probationers are confidential and available only to officials of the affected governing authority, the Court, the Department of Audits and Accounts or the County and Municipal Probation Advisory Council.
10. Provide the Clerk of Court with a monthly listing of cases for which all fines and fees have been collected so the Clerk will be notified as to when to remit monies owed to other authorities for which monies are collected.
11. Provide reports summarizing the number of offenders supervised by Sentinel, the amount of fines, statutory surcharges, and restitution collected, and the number of probationers for whom supervision has been terminated.
12. Sentinel will maintain collected fines and fees in a Court approved banking institution and will disburse all fines and fees collected each month in the manner directed by the Clerk of Court. If an account is deemed uncollectible, in whole or in part, Sentinel will disburse all collected funds pursuant to a Court order.
13. Reconcile all records with the Clerk's office on a monthly basis. Records will be available on any given day, which reflect the Sentinel's liability to the Court.
14. Disburse funds to recipients of restitution on a monthly basis as these funds are collected.



15. Assist the Court and law enforcement authorities in tracking absconders through the submission of a report that details the probationer's personal history and employment information, the circumstances of his/her violation and his/her last known whereabouts.
16. If a determination is made by Sentinel that the probationer is lacking the resources to be able to make weekly or monthly payments, every effort will be made to convert the remaining fines, costs, etc. to community service hours. Probationers will be allocated the equivalent of a monetary value determined by the Court to one (1) hour of community service.
17. All efforts will be made to deal properly with delinquent cases at the mid-point juncture, if not earlier, in order that there will be enough time remaining on the sentence for an appropriate disposition.
18. At any point in time when material violations in compliance with the conditions of probation occur, Sentinel will take appropriate contempt of court and/or revocation of probation action to bring the violations to the attention of the Court.
19. Make every effort to provide consistent supervision so that each Probationer shall have only one probation officer during the term of probation and that no probation officer shall have more than two hundred fifty (250) active probationers assigned to him or her at any given time.
20. In the event of a material default of any of the provisions of this Agreement, the non-defaulting party may terminate this Agreement if: (i) the non-defaulting party gives written notice to the party in default specifying the nature of the default and (ii) such default remains uncured or uncorrected for a period of thirty (30) days after written notice of such default is delivered to the defaulting party, or if such default cannot reasonable be cured or corrected within the aforesaid thirty (30) day period, the defaulting party undertakes diligently after receipt of such written notice is received and continue until completion, efforts to cure or correct such default and furnish proof to the non-defaulting party upon its request of such efforts and the date the cure or corrections will be achieved. For purposes of this Agreement, a "material default" of this Agreement shall be deemed as any illegal or unethical business transactions, or a failure to adequately meet, maintain and comply with the obligations set forth in this Agreement.
21. Sentinel will maintain a policy of liability insurance coverage in the amount of not less than one (1) million dollars with respect to liability for negligent, willful or otherwise tortuous acts or omissions of Sentinel, its agents or employees, in connection with Sentinel's provision of services and obligations contemplated by this agreement. Sentinel will also maintain a dishonest employee insurance policy of at least \$300,000. Sentinel will assign the benefits of said policies to the Court and the governing authority.
22. Sentinel will not engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this agreement.

23. Sentinel and its employees shall not have personal or business dealings, including the lending of money, with probationers under their supervision.

## ARTICLE TWO

### Conditions

This agreement is made based upon the following conditions:

1. The agreement will extend for one year from the date of execution.
2. Notwithstanding the date of expiration of this agreement, this agreement shall annually automatically renew under the same terms and conditions as provided for herein unless written notice to the contrary is directed to the other party thirty (30) days prior to the date of expiration.

## ARTICLE THREE

### Service Fees

1. In consideration of the services provided by Sentinel, the Court agrees that each court order shall require the probationer to pay a fee directly to Sentinel for each month or partial month of the supervision period. Probationers who are unemployable and declared by the Court to be indigent shall be supervised at no cost to the probationer, the Court or the governing authority. Fees paid by probationers shall be as follows:

| <u>Supervision/Service Provided</u> | <u>Fee</u>        |
|-------------------------------------|-------------------|
| Basic Probation Supervision         | \$35.00 per month |
| Intensive Probation Supervision     | \$45.00 per month |
| Pre-Trial Diversion Program         | \$35.00 per month |

2. Payment of fines and fees will be set according to the plan approved both by the Court and Sentinel.
3. Sentinel will collect the Georgia Crime Victims Emergency Fund fee pursuant to O.C.G.A. § 17-15-13 from each probationer placed on probation unless the Court exempts the probationer. Sentinel will remit all collections for this surcharge on a monthly basis to the Georgia Crime Victims Compensation Board.
4. There is no cost to the Court or governing authority for the services enumerated herein.
5. Sentinel will retain no percentage of fine moneys and/or Court fees collected. All fine moneys and court fees collected will be remitted to the Court.

## ARTICLE FOUR

Addendum

This agreement is to include any addendum or attachment that both parties have agreed upon in writing.

ARTICLE FIVE

General

The foregoing constitutes the entire agreement between the parties and supersedes any representation or agreements heretofore made. This agreement shall be governed by the laws of the State of Georgia and may be amended only by a written document signed by duly authorized representatives of the Court and Sentinel.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this AGREEMENT to be signed and delivered effective as of the date, month and year set forth herein above.

**STATESBORO MUNICIPAL COURT**

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
W. Keith Barber, Judge

**SENTINEL OFFENDER SERVICES, LLC**

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Steven R. Queen, Director

APPROVAL OF THE GOVERNING  
AUTHORITY:

\_\_\_\_\_  
Joe Brannen, Mayor  
City of Statesboro, Georgia



Gas The Natural Advantage

City of Statesboro  
Natural Gas Department  
P. O. Box 348  
Statesboro, Georgia 30459  
50 East Main Street  
Statesboro, Georgia 30458

(912) 764-0693  
Fax: (912) 764-0928

## MEMO

To: Frank Parker  
From: Steve Hotchkiss  
Date: 11-28-12  
RE: CNG Station Purchase

As you know, we have been investigating the possibility of converting a portion of our fleet to Compressed Natural Gas. We have been assisted in the process by our consultants at Wise Gas, Inc. who are in the process of finalizing a study for us. The study has taken a long time to complete because we have changed the scope of the project several times. We have worked through the process enough to know that CNG will save us money and provide an 18 to 24 month payback on Garbage trucks, and that is going to be the focus of our project. Initially we looked at a large system to serve our needs and to supply gas for the GSU bus system but after the university switched to another fuel, we dropped that idea. We then looked at purchasing a new smaller system for our use and possibly limited public access. This option also changed when First Transit approached us about the possibility of the City purchasing the system that they had which is currently serving the GSU bus fleet.

That brings us to where we are today, First Transit has offered to sell us their existing system for \$120,000.00. The system includes the pumping units, fill hoses, storage tanks and generator all of which would be moved to our site at Public Works (see attached photo). First Transit has just recently installed new compressors on both of the pumping units complete with a one year warranty at a cost of \$60,000.00. The estimated total cost for purchasing the system and moving it to our site with the upgrades that we want will be approximately \$ 185,000.00 far less than the \$490,000.00 we had estimated for a new station. They are giving us an excellent price on this system mostly because they don't want to spend the time putting it on the open market and they also need someone who can be flexible on the shutdown and removal date.

This is by far the most cost effective way for the City to move back into using CNG for its fleet. We would like to purchase two garbage trucks in the next twelve months and then purchase more as we rotate old units out of service. The use of CNG in garbage trucks offers the fastest payback of any vehicle type and would allow us to see substantial savings in the first year.

I think this is an excellent opportunity for the City to buy a used system at a great price. Please place this item on the agenda of the next Council Meeting for approval.





