



January 02, 2018 9:00 AM

1. Call to Order by Mayor Pro Tem Travis Chance
2. Invocation and Pledge of Allegiance by Councilman Jeff Yawn
3. Oath of Office administered by Bulloch County Probate Judge Lorna Deloach to:
 - A. Mayor-Elect Jonathan McCollar
 - B. District 1 Phil Boyum
 - C. District 4 John Riggs
4. Consideration of a Motion to appoint a Mayor Pro Tempore for the next two years, per Statesboro Municipal Code, Section 2-4 of the City Charter.
5. Recognitions/Public Presentations
 - A) Presentation of Run The 'Boro 5K / Holiday Celebration Proceeds To The Statesboro YMCA
6. Public Comments (Agenda Item):
7. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 12-05-2017 Council Minutes
8. Consideration of a Motion to Award a Professional Services Contract to EMC Engineering, in the amount of \$124,750 to provide engineering services associated with developing construction documents for "Phase I" of the proposed S. Main St. Improvements (also referred to as the Blue Mile Streetscape Project). Phase I extends from Fair Rd. (SR 67) to Tillman Rd. The funding for these services will be shared between the City of Statesboro (\$68,250 from 2013 SPLOST) and the Blue Mile Foundation (\$56,500). *Note: The award of this contract is only for services up to the bidding phase.*
9. Consideration of a motion to award contract for professional services to Hussey, Gay and Bell (HGB) Engineering for the design of upgrades to the Bird's Pond Lift Station in an amount not to exceed \$29,611.00. This project was approved as a part of the 2018 Capital Improvements Program (WWD-153) with a total budget of \$150,000.00 and will be funded with Operating Revenue.
10. Consideration of a Motion to Approve Award of Contract to Southeastern Civil for the East Main Street Sidewalk project in the amount of \$477,927.50, based on unit pricing, with approval to spend up to \$525,000 with unit price extensions for additional quantities. This project will be funded by \$350,000.00 in 2013 SPLOST funds (as

approved in the FY2018 budget) and by a Georgia Department of Transportation Multi-Modal Safety and Access Grant in the amount of \$230,510.00. Total budget for this project, ENG-68, is \$580,510.00.

11. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # V 17-12-01**: Whitfield Signs requests a variance from Article XV Section 1509(C) Table 5 of the Statesboro Zoning Ordinance for property located at 470 South Main Street regarding the maximum height and minimum required setback allowed for a freestanding sign in sign district 3 (Tax Parcel S22 000006 000).
12. Public Hearing and Consideration of a Motion to Approve: **APPLICATION # V 17-12-02**: Whitfield Signs requests a variance from Article XV Section 1509(C) Table 5 of the Statesboro Zoning Ordinance for property located at 514 South Main Street regarding the maximum height allowed for a freestanding sign in sign district 3 (Tax Parcel S22 000007 000).
13. Consideration of a Motion to approve a six month contract renewal with CSRA, Inc. to provide supervision and probation services to Statesboro Municipal Court.
14. Consideration of a Motion to approve an agreement with Hines and Associates Inc. for utilization review services and other services for the management of health care claims of group members at the rate of \$2.05/employee per month.
15. Consideration of a Motion to approve an agreement with Optum Inc. for managed transplant program services per employee at the rate of \$4.97/single and \$11.92/family per month.
16. Consideration of a Motion to approve the statement of rates with Taylor Benefit Resource and authorize the Mayor to execute an agreement with Monumental Risk American National Inc. for stop-loss insurance coverage management services per employee at the rate of \$57.47/single and \$187.06/family per month.
17. Consideration of a Motion to approve **Resolution 2018-01**: A Resolution to hereby further amend the Classification and Compensation Plan as follows, that the Police Department create two part-time administrative clerk positions.
18. Consideration of a motion to approve **Resolution 2018-02**: A resolution to adopt the first amendment to the fiscal year 2018 budget for each fund of the city of Statesboro, Georgia.
19. Discuss The City of Statesboro Health, Life and Disability third party RFQ recommendation report prepared by Michael Mark, Care Coordination of America (CCA).
20. Consideration of a Motion to approve RFQ recommendation by Michael Mark, Care Coordination of America (CCA): to award a contract to ShawHankins to provide brokerage services for health, life and disability insurance to the City of Statesboro.

21. Selection of method to procure property, liability, and workers comp insurance.
22. Discussion of TSPLOST (Transportation Special Purpose Local Option Sales Tax) negotiations.
23. Consideration of a motion to accept Jan J Moore's letter of resignation from the TAD Advisory Committee.
24. Consideration of a motion to nominate and appoint a TAD Advisory Committee member to replace Jan J. Moore.
25. Other Business from City Council
26. City Managers Comments
27. Public Comments (General)
28. Consideration of a Motion to Adjourn

CITY OF STATESBORO

COUNCIL

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



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

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

OATH OF OFFICE MAYOR JANUARY 2, 2017

“I DO SOLEMNLY SWEAR THAT I WILL FAITHFULLY DISCHARGE ALL
DUTIES DEVOLVING ON ME AS MAYOR OF THE CITY OF STATESBORO,
DURING MY TERM IN OFFICE, ACCORDING TO THE BEST OF MY
ABILITY AND UNDERSTANDING, SO HELP ME GOD.”

JONATHAN MCCOLLAR, MAYOR

LORNA DELOACH, JUDGE

SUE STARLING, CITY CLERK

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OATH OF OFFICE COUNCIL MEMBER JANUARY 2, 2018

“I DO SOLEMNLY SWEAR THAT I WILL FAITHFULLY DISCHARGE ALL
DUTIES DEVOLVING ON ME AS COUNCILMAN OF THE CITY OF
STATESBORO, DURING MY TERM IN OFFICE, ACCORDING TO THE
BEST OF MY ABILITY AND UNDERSTANDING, SO HELP ME GOD.”

PHIL BOYUM, COUNCILMAN

LORNA DELOACH, JUDGE

SUE STARLING, CITY CLERK

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JOHN RIGGS, COUNCILMAN

LORNA DELOACH, JUDGE

SUE STARLING, CITY CLERK



**CITY OF STATESBORO
Council Minutes
December 5, 2017**

A regular meeting of the Statesboro City Council was held on December 5, 2017 at 9:00 a.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn and Travis Chance. Also present were City Manager Randy Wetmore, Deputy City Manager Robert Cheshire, City Clerk Sue Starling and City Attorney Cain Smith. Councilman John Riggs was absent.

The Meeting was called to Order by Mayor Jan J. Moore

The Invocation and Pledge of Allegiance was led by Councilman Sam Lee Jones

Recognitions/Public Presentations

A) Presentation of the City of Statesboro Departmental "Signs For Safety" Competition Winners

Director of Human resource Jeff grant presented the "Signs for Safety" a plaque to the Planning and Development Department as the second place winner and the first place winner went to the Public Works and Engineering Department.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a)11-07-2017 Council Minutes

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

Consideration of a Motion to approve the recommendation for a health insurance broker review from Councilmembers Chance and Yawn.

Councilman Yawn asked Council to approve Michael A. Mark as the health insurance broker to review the RFQ applications for city insurance brokerage contract.

Councilman Boyum made a motion, seconded by Councilman Jones to approve Michael A. Mark as the health insurance broker to review the RFQ applications for city insurance brokerage contract. The motion also included that if email correspondence was required for an application; all 3 applicants would receive the same email correspondence or questions. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to Approve Alcohol License Application:

A) Enmarket #770

**Judy Joyner
17874 Highway 67
Statesboro Ga 30458**

B) Enmarket #753

**Judy Joyner
1609 Fair Road
Statesboro Ga 30458**

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

No one spoke for or against the request.

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

Councilman Chance made a motion, seconded by Councilman Yawn to approve the alcohol application for Enmarket 770. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Chance made a motion, seconded by Councilman Yawn to approve the alcohol application for Enmarket 753. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve APPLICATION # SE 17-11-01: Marilyn Knight requests a special exception to utilize the property located at 404 North Avenue as a childcare center with a capacity of fifty-two (52) children in the R8 zoning district (Tax Parcel MS40 000051 000).

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

Marilyn Knight spoke in favor of the request.

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

Councilman Jones made a motion, seconded by Councilman Boyum to approve APPLICATION # SE 17-11-01: Marilyn Knight requests a special exception to utilize the property located at 404 North Avenue as a childcare center with a capacity of fifty-two (52) children in the R8 zoning district (Tax Parcel MS40 000051 000).

Consideration of a Motion to approve APPLICATION # V 17-11-02: Anchor Signs, Inc. requests a variance from Article XV Section 1509(C) Table 4 of the Statesboro Zoning Ordinance for 1.15 acres of property located at 412 Northside Drive East regarding the maximum square footage allowed for building signs in Sign District 2 (Tax Parcel # MS72 000014 000).

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

Mike Cone spoke in favor of the motion. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

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

Councilman Yawn made a motion, seconded by Councilman Jones to **approve APPLICATION # V 17-11-02**: Anchor Signs, Inc. requests a variance from Article XV Section 1509(C) Table 4 of the Statesboro Zoning Ordinance for 1.15 acres of property located at 412 Northside Drive East regarding the maximum square footage allowed for building signs in Sign District 2 (Tax Parcel # MS72 000014 000). Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve the City of Statesboro Strategic Plan (5 year) 2018-2023

Councilman Chance made a motion, seconded by Councilman Boyum to to approve the City of Statesboro Strategic Plan (5 year) 2018-2023. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote

Consideration of a Motion to award a contract to Insituform Technologies, LLC in the amount of \$698,989.40 for a sewer pipe lining project. This project will be funded by the 2013 SPLOST (\$800,000) and Waste Water Disposal Fund (\$300,00). This project was budgeted in the amount of \$1,150,000.00. Since this was a line item based bid, we ask for approval to extend this project, as needed in other areas, based on the unit prices submitted in this sealed bid not to exceed \$1,150,000.00.

Councilman Yawn made a motion, seconded by Councilman Jones to award a contract to Insituform Technologies, LLC in the amount of \$698,989.40 for a sewer pipe lining project. This project will be funded by the 2013 SPLOST (\$800,000) and Waste Water Disposal Fund (\$300,00). This project was budgeted in the amount of \$1,150,000.00. Since this was a line item based bid, we ask for approval to extend this project, as needed in other areas, based on the unit prices submitted in this sealed bid not to exceed \$1,150,000.00. The motion also included the correction of a typographical error as the Waste Water Disposal Fund should read \$300,000. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a motion to award a contract for the purchase of a dumpster hauler replacement truck to Wastequip/Carolina Environmental Systems in the amount of \$108,514.00 per NJPA contract # 041217-WQI. This unit will be paid by solid waste collection revenues.

Councilman Yawn made a motion, seconded by Councilman Boyum to award a contract for the purchase of a dumpster hauler replacement truck to Wastequip/Carolina Environmental Systems in the amount of \$108,514.00 per NJPA contract # 041217-WQI. This unit will be paid by solid waste collection revenues. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a motion to approve the Bulloch County Historical Society to place a historical marker on city property recognizing the City of Statesboro and authorizing the mayor to sign an easement for its placement on McTell Trail/E. Main St.

Dr, Tharpe spoke in favor of the request.

Councilman Chance made a motion, seconded by Councilman Yawn approve the Bulloch County Historical Society to place a historical marker on city property recognizing the City of Statesboro and authorizing the mayor to sign an easement for its placement on McTell Trail/E. Main St. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve a Memorandum of Understanding (MOU) between the City of Statesboro and the Bulloch County Historical Society

Dr, Tharpe spoke on the items to be considered for display in the lobby at City Hall.

Councilman Boyum made a motion, seconded by Councilman Yawn to approve a Memorandum of Understanding (MOU) between the City of Statesboro and the Bulloch County Historical Society. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve Resolution 2017-41: A Resolution to approve the proposal for coverage for the GIRMA Firefighters Cancer Benefit program and become a member of the Georgia Interlocal Risk Management Agency (GIRMA) and Participate in one or more of GIRMA's Funds.

Councilman Yawn made a motion, seconded by Councilman Jones to approve Resolution 2017-41: A Resolution to approve the proposal for coverage for the GIRMA Firefighters Cancer Benefit program and become a member of the Georgia Interlocal Risk Management Agency (GIRMA) and Participate in one or more of GIRMA's Funds. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve a six (6) month lease agreement with Lisa P. Hodges for the Police Substation site at the corner of Malecki Drive and Chandler Road and to approve a twelve (12) month lease agreement with Lisa P. Hodges for the Police Substation site at 1800 Chandler Road.

Councilman Chance made a motion, seconded by Councilman Boyum to approve a six (6) month lease agreement with Lisa P. Hodges for the Police Substation site at the corner of Malecki Drive and Chandler Road and to approve a twelve (12) month lease agreement with Lisa P. Hodges for the Police Substation site at 1800 Chandler Road. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to extend the T-Mobile antenna lease on City water tower at 30 Hill Street for 5 years at \$39,000 annually with a 3% annual escalator.

Councilman Yawn made a motion, seconded by Councilman Jones to extend the T-Mobile antenna lease on City water tower at 30 Hill Street for 5 years at \$39,000 annually with a 3% annual escalator. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to extending the T-Mobile antenna lease on City water tower at 1298 Malecki Drive for 5 years at \$39,000 annually with a 3% annual escalator.

Councilman Yawn made a motion, seconded by Councilman Chance to extend the T-Mobile antenna lease on City water tower at 1298 Malecki Drive for 5 years at \$39,000 annually with a 3% annual escalator. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve the appointment of 3 members to the Tax Allocation District (TAD) Advisory Board

Councilman Boyum presented 3 candidates to be appointed to the TAD Board. They were Sam Lee Jones, Doug Lambert, and Jan Moore.

Councilman Boyum made a motion, seconded by Councilman Yawn to appoint Sam Lee Jones to the TAD board. Councilman Boyum, Yawn and Chance voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Jones recused himself because he was one of the nominees.

Councilman Boyum made a motion, seconded by Councilman Yawn to appoint Doug Lambert to the TAD board. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Boyum made a motion, seconded by Councilman Yawn to appoint Jan Moore to the TAD board. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve Resolution 2017-42: A Resolution to allow on premise alcoholic beverage sales pass the time allowed by City Ordinance 6-7(n) (2) for the extension of hours for sale of alcohol on December 31, 2017.

Councilman Yawn made a motion, seconded by Councilman Boyum to **approve Resolution 2017-42**: A Resolution to allow on premise alcoholic beverage sales pass the time allowed by City Ordinance 6-7(n)(2) for the extension of hours for sale of alcohol on December 31, 2017.

Discussion regarding a proposed contract with EMC Engineering for work along South Main Street from the intersection of Tillman Road north to Fair Road - \$125,750 – Design Phase.

Deputy City Manager Robert Cheshire updated Council on the design plan from EMC. After discussion of what the design may entail, Mr. Cheshire was directed to bring it back for the next Council meeting.

Other Business from City Council

Councilman Yawn presented Mayor Moore with a plaque for her 4 years of service to the City of Statesboro. Mayor Moore shared some of the accomplishments over the last 4 years.

City Managers Comments

A) Discussion regarding process for property and liability insurance

City Manager Randy Wetmore asked Council if they wanted staff or an outside party to review the RFQ's for property and liability insurance. There was not a final decision.

B) Update on TSPLOST

Mayor Moore and Deputy City Manager Robert Cheshire gave an update from the meeting that was held at the County Annex on TSPLOST.

Councilman Boyum made a motion, seconded by Councilman Chance to authorize Deputy City Manager Robert Cheshire and City Manager Randy Wetmore to put together an Intergovernmental Agreement between Bulloch County and the City of Statesboro if they agree with the City receiving 44.65% of the TSPLOST. Councilman Boyum, Jones, Yawn and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Director of Planning and Development Frank Neal stated the KSBB Board was established and they were looking for members. He also stated the new City Planner was Sharon Anton.

City Engineer Brad Deal's last day with the City will be Friday.

Public Comments (General)

Christy Atkinson thanked the Mayor for being Mayor and suggested the legal age for alcohol to be 29 years of age. She also inquired about the Coastal Regional Coaches availability and why wasn't there a number posted that is accessible to the public.

Mayor Moore stated the City does not control the Coastal Regional but did ask City Manager to look into the matter.

Director of DSDA Allen Muldrew complimented City staff for their efforts in helping with the many events within the City.

Mayor Moore announced there would be no second Council meeting in December.

Consideration of a Motion to Adjourn

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

The meeting was adjourned at 11:00 am.

CITY OF STATESBORO



COUNCIL

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

Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager
Sue Starling, City Clerk
From: Robert Cheshire, Deputy City Manager
Date: December 18, 2017
RE: City Council Agenda Item for January 2, 2018 Council Meeting

Policy Issue:

Need City Council to Consider Awarding a Professional Services (Consulting Engineering) Contract for an amount exceeding \$20,000.

Recommendation:

Recommend to award a contract to EMC Engineering in the amount of \$124,750 to provide engineering design services (develop construction documents) associated with Phase I of the S. Main St. improvements (also known as the Blue Mile Streetscape Project).

Background:

Phase I of the Blue Mile Streetscape project extends along S. Main St. from Fair Rd. (SR67) to Tillman Rd. This section of S. Main St. has been identified by the long standing S. Main Committee as well as City Staff as the segment of corridor that should be redeveloped first. Because of their selection from an earlier RFQ process as the initial engineers of record, EMC Engineering is now being recommended to proceed to the next step of creating more detailed construction drawings. These plans will be utilized to determine more accurate construction costs estimates.

Budget Impact:

Consulting Engineering Services contract to be in the amount of \$124,750. The City of Statesboro (\$68,250 from 2013 SPLOST) and the Blue Mile Foundation (\$56,500) will share in the funding of these design services. *Note: The award of this contract is only for services up to the bidding phase.*

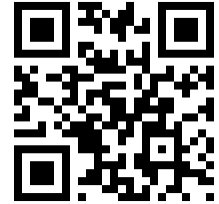
Council Person and District:

Councilman Sam Jones (District 2)
Councilman Jeff Yawn (District 3)

Attachments: EMC Contract



1211 Merchant Way
Suite 201
Statesboro, GA 30458
Phone: (912) 764-7022
Fax: (912) 233-4580
www.emc-eng.com



December 11, 2017

City of Statesboro
Attn: Mr. Robert Cheshire, PE
50 East Main Street
Statesboro, GA 30458

**RE: CONTRACT AMENDMENT #1
PROFESSIONAL SERVICES FOR
BLUE MILE STREETSCAPE PROJECT – PHASE 1
STATESBORO, BULLOCH COUNTY, GA**

Dear Mr. Cheshire:

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Amendment* for continuing our professional engineering services in connection with the referenced *Project*. The *Project* consists of streetscape improvements along S. Main Street (Hwy 301) from the intersection of Tillman Road north to Fair Road (Hwy 67).

Our *Basic Services* will include surveying, planning, environmental science, streetscape design, and construction phase services as further described below.

1. PLANNING:

- 3D Rendering of the final view with final location of power distribution poles (3 Cross Section Locations).
- Preparation of information and attendance of 2 public meetings
- Final presentation of concept plans to Mayor and City Council

2. CITY OF STATESBORO UTILITIES:

- Preparation of construction documents for the replacement of an existing 6" potable water main beginning with existing fire hydrant at the southeast quadrant of the intersection of Tillman Road and S Main Street and ending at the railroad right of way intersection with S. Main Street. The existing water main will be replaced with new 8" C900 PVC water main. The existing water laterals will be replaced from the main to the front of the existing meters. The design will include the replacement of all existing fire hydrants through the corridor. All of the existing cross street connections will be reconnected with an appropriate valve pattern.
- Deliverables will include plan and profile sheets of the water main, construction details, and construction specifications.
- Permitting the utility encroachment with the Georgia Department of Transportation.

3. SURVEYING:

- Preparation of a topographic survey of the project site as necessary to prepare construction-working drawings. Survey will extend approximately 3,100' along S. Main Street, to include the intersection with Tillman Road, north through the intersection with Fair Road @ Norfolk-Southern Railroad. Project limits to include 20' outside of the existing right-of-way. Survey to include existing conditions and underground utilities within the survey limits.
- Notify property owners of survey personnel

- EMC will coordinate with GDOT for use of their survey database (if available).

4. ENVIRONMENTAL SCIENCE SERVICES:

- Identify and flag wetlands located on subject tract.
- GPS survey of wetland flaggers, post processing of points file and transfer of data to base drawing.
- Prepare and submit a Request of Jurisdictional Determination with an exhibit accurately depicting the wetland boundaries and data forms to the U.S. Army Corps of Engineers (USACE). Site visit with USACE representative, if requested.
- Prepare a stream buffer variance request for overlook shelter and erosion control (**additional service if required**).

5. STREETScape DESIGN:

- Preparation of the following site construction working drawings based upon the approved masterplan completed under previous contract (EMC Project No.: 15-2060) and revised as needed reflecting modifications during phases 1-4 of this agreement.

ESTIMATED LIST OF DRAWINGS:

- ◆ Cover
 - ◆ General Notes and Legend/Typical Section
 - ◆ Typical Sections
 - ◆ Demolition/Utility Relocation Plan
 - ◆ Mainline Plan
 - ◆ Water Distribution Plan and Profile Sheets
 - ◆ Lighting Layout Plan
 - ◆ Erosion Control Plan
 - ◆ Landscape Plan
 - ◆ Irrigation Plan
 - ◆ Construction Details
- Preparation, submittal and follow up through approval for all normal relevant site development plan approvals by the City, State, and GDOT.
 - Development of normal designs, calculations, computations, details and specifications required for regulatory approval.
 - Meetings, routine negotiations, attendance at anticipated hearings and public meetings, preparation of anticipated filings required in the course of normal permit approvals. This includes the preparation of a Notice of Intent to EPD for storm water discharge under NPDES General Permit No. *GAR100002-Infrastructure*.
 - Architectural design of park and minor arch design included in Construction Details.
 - Preparation of a street tree and landscape plan suitable for bidding that indicates the layout of all proposed bed lines and plant materials, and will include identification, quantity, size, spacing and planting details.
 - Coordination with GDOT to incorporate drainage improvements performed by others into the construction plans.
 - Coordination with Georgia Power and others for the relocation of existing power poles and installation of decorative lighting structures. EMC to provide lighting layout only and will provide to Georgia Power for electrical design.

6. CONSTRUCTION PHASE SERVICES:

- **Bidding/Contract Negotiation;** Preparation of construction contract and bidding documents and providing copies to interested contractors along with the construction plans for their use in preparing bids for the project, review of bids and consultation to Client in determining the selected contractor.

- **Conferences and Meetings;** Attend meetings with Contractor, such as mandatory pre-construction conference, progress meetings, job conferences and other project-related meetings.
- **Correspondence;** Respond to RFI's, review shop drawings/field changes, review pay requests/track quantities and provide correspondence on behalf of the owner during construction of the site.
- **Periodic Construction Observation;** Periodic visits to the site to observe the Contractor's work for general compliance with the Contract documents (*inspections shall be performed an average of once per week, one hour on-site, during the construction contract term*).
- **Project Close-Out;** Provide final observation report and copies of plan markups of all significant changes that occurred during construction to the paving, storm drainage, utilities, and landscaping.
- **NPDES MONITORING:**
 - ◆ EMC will provide weekly inspections of the project BMP's and report any noted deficiencies to the project foreman, during site construction.
 - ◆ EMC will file monthly reports to EPD in accordance with the requirements to the NPDES regulations.
 - ◆ EMC will provide monitoring station(s) and will provide stormwater sampling and NTU readings as required by the NPDES General Permit.

This *Proposal* does not include contamination screening or subsurface investigation of the properties. We recommend that you have a subsurface soil investigation performed in order to determine if any muck, hazardous waste, buried garbage or other deleterious materials exist on the site of this *Project*. This work can be provided under the *additional services* clause of this *Agreement*.

The parties acknowledge that EMC's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials). If EMC or any other party encounters a Hazardous Environmental Condition, EMC may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

Payment for our *Basic Services* will be a lump sum fee of **\$127,750**. In addition to the lump sum price listed, we recommend that you budget **\$32,500** for our construction phase services. We have estimated these fees based upon a **6** month construction schedule, but have no control over this factor.

COST ESTIMATE BREAKDOWN FOR EACH PHASE OF WORK:

➤ Surveying	\$20,000
➤ Planning services	\$10,500
➤ City-owned Utilities	\$11,750
➤ Environmental Science services	\$5,000
➤ Streetscape Design Services	\$77,500
➤ Bidding	\$3,000
➤ Construction Phase Services (Estimated Budget)\$	
◆ Construction Overview/Observation	\$4,250/Month
◆ NPDES Monitoring	\$800/Month
◆ Close-out	\$2,200

We will also furnish such *additional services* as you may request. *Additional services* will be documented by EMC and authorized by the *Client*. *Additional services* will be charged on an hourly rate basis in accordance with the attached *Hourly Rate Schedule*.

ADDITIONAL SERVICES WILL INCLUDE THE FOLLOWING:

- *Stream Buffer Variance (\$5,000)*
- *Subdivision/easement plats*
- *Geotechnical and Construction Materials Testing services*
- *Environmental Site Assessments*
- *Right-of-way Acquisition Documents*
- *Offsite construction (utility line extensions, pump stations, roadway extensions, etc.)*
- *Construction phase services beyond what is called for in basic services*
- *Traffic analyses*

Reimbursable expenses incurred in connection with all *basic* and *additional services* will be charged on the basis of the actual cost plus 10%. We will bill you monthly for services and *reimbursable expenses*.

REIMBURSABLE EXPENSES WILL INCLUDE THE FOLLOWING:

- *Overnight delivery costs*
- *Application fees*
- *Advertisement fees*
- *Regulatory fees*

Note: Construction documents reproduction costs will be paid by prospective bidders.


The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the *Project*.

Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the *Client* agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.

We are prepared to begin our services promptly after receipt of your acceptance of this *Proposal/Agreement*. To our best knowledge and belief and based upon actual experience, you may anticipate the following schedule. *We in no way warrant or guarantee regulatory time frames.*

This *Proposal*, attached *General Provisions* and *Hourly Rate Schedule* represent the entire understanding between you and us in respect of the *Project* and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us, keeping a copy for your files.

Sincerely,
EMC ENGINEERING SERVICES, INC.

By: 
Charles E. Perry, Jr., PE LEED AP
President and CEO

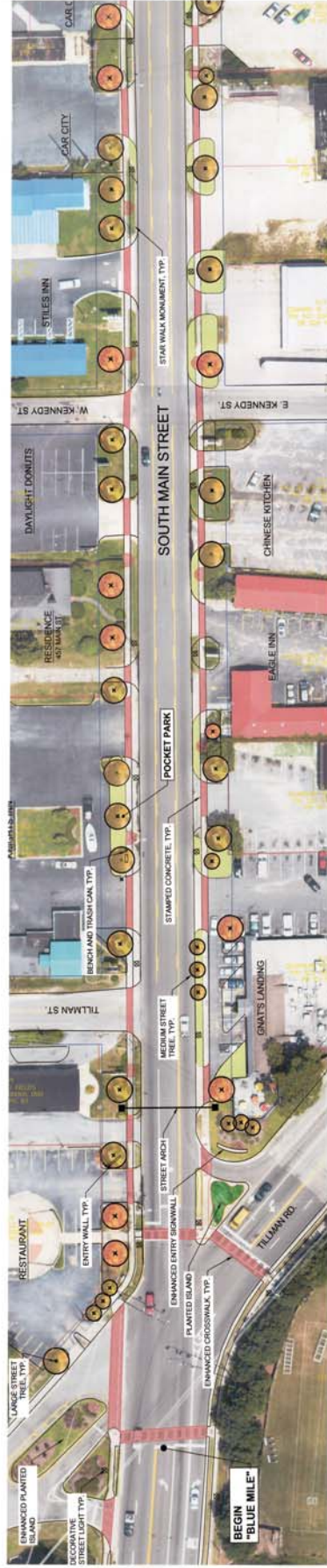
ACCEPTED this ____ day of _____, 2017

By: _____

Printed Name: _____

- Attachments:
- Blue Mile Topo Limits
 - Phase 1 Master Plan
 - General Provisions
 - Hourly Rate Schedule

PHASE 1



NO.	REVISION DESCRIPTION	BY	DATE



EMC ENGINEERING
SERVICES, INC.
 P.O. BOX 2008
 WASHINGTON, NC 27581
 STATE NO. 011176
 CIVIL
 PHONE: (919) 754-2022
 FAX: (919) 754-2028
 EMAIL: info@emceng.com
 COLLINS, SAVANNAH, AUGUSTA, BRUNSWICK
 COLUMBUS, SAVANNAH, STATESBORO & VALDOSTA

MASTER PLAN SHEET 1
STATESBORO "BLUE MILE"
 STATESBORO, BULLOCH COUNTY, GEORGIA
 Prepared for:
 CITY OF STATESBORO

PROJECT NO.:
 DRAWN BY: SWB
 DESIGNED BY: DMW
 CHECKED BY: DMW
 SURVEY DATE:
 DATE: MAY 2015

SHEET
 OF XX

EMC ENGINEERING SERVICES, INC. GENERAL PROVISIONS

EMC Engineering Services, Inc. (EMC) will provide services in accordance with the scope of services and the following General Provisions:

- 1) EMC agrees to furnish professional engineering and surveying services for the project described in this Agreement (Proposal) and the attachments thereto. Acceptance of this Agreement or proposal constitutes agreement to utilize our services at the rates and charges indicated.
- 2) This agreement envisions that all of the services described herein will be performed by EMC and that there will be no material changes in the work. Should the scope of the project be changed materially, compensation to EMC for professional services shall be subject to renegotiation.
- 3) Compensation to EMC for services provided shall conform to the prevailing hourly rate schedule in effect at the time the services are performed.
- 4) Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the client agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.
- 5) The standard of care for all professional engineering and related services performed or furnished by EMC under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. EMC makes no warranties, express or implied, under this Agreement or otherwise, in connection with EMC's services. EMC and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- 6) All design documents prepared or furnished by EMC are instruments of service, and EMC retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. These documents are not to be used on other projects or extensions of this project except by written agreement and with appropriate compensation to EMC. Any reuse of documents without specific written verification or adaptation by EMC will be at the client's sole risk and without liability or legal exposure to EMC, and the client agrees to indemnify and hold harmless EMC, its officers, principals, employees and sub-consultants against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from such reuse.
- 7) This agreement may not be transferred or assigned without the written consent of EMC.
- 8) EMC shall not be responsible for any act or omission of any architect, other consultant, contractor, or subcontractors or the agents or employees of any of them nor the acts or omissions of other persons performing any of the work of the project.
- 9) To the fullest extent permitted by law, the Owner and EMC (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that EMC's total liability to Owner under this Agreement shall be limited to fifty thousand dollars or the total amount of compensation received by EMC, whichever is greater.
- 10) If EMC and Client become involved in any adverse legal proceedings (whether in a court of law, arbitration, binding mediation or other similar proceeding) for any purposes, then EMC shall be entitled to recover from Client, in addition to all principal and interest amounts due to EMC from Client, all attorneys' fees and expenses, all expert fees, and all other fees and expenses incurred by EMC.
- 11) For projects involving construction phase engineering services, it is agreed that the professional services of EMC are limited to review and observation of the work of the contractor(s) to ascertain that such work substantially conforms to the design intent and the Contract Documents. It is further agreed that the Client will defend, indemnify and hold harmless EMC against any claim or suit whatsoever, including but not limited to all payments, expenses, or costs incurred, arising from or alleged to have arisen from any error or omission in the plans, specifications or Contract Documents. EMC agrees to be responsible for its own or its employee's negligent acts, errors or omissions in the performance of professional services provided by EMC on the project.

EMC shall not at any time supervise, direct, or have control over any contractor's work, nor shall EMC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor to comply with laws and regulations applicable to contractor's work.

EMC neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the Owner and such contractor.

2017 Hourly Rate Schedule

ENGINEERING	
Senior Principal Engineer	\$180.00/HR
Principal Engineer	\$160.00/HR
Senior Project Manager	\$150.00/HR
Project Manager	\$135.00/HR
Junior Project Manager	\$125.00/HR
Professional Engineer	\$115.00/HR
Senior Design Engineer	\$105.00/HR
Design Engineer	\$95.00/HR
Junior Design Engineer	\$85.00/HR
Senior Engineer Tech	\$80.00/HR
Engineer Tech	\$75.00/HR
Junior Engineer Tech	\$70.00/HR
Senior Landscape Architect (RLA)	\$135.00/HR
Landscape Architect	\$115.00/HR
Junior Landscape Designer	\$75.00/HR
Geotechnical Engineer	\$115.00/HR
Junior Geotechnical Engineer	\$95.00/HR
SURVEYING	
Senior Registered Land Surveyor	\$135.00/HR
Registered Land Surveyor	\$110.00/HR
Land Surveyor	\$100.00/HR
1-Man RLS Surveyor (Field)	\$125.00/HR
1-Man Surveyor (Field)	\$105.00/HR
2-Man Survey Crew	\$120.00/HR
3-Man Survey Crew	\$165.00/HR
Senior Survey Tech	\$85.00/HR
Survey Tech	\$75.00/HR
Junior Survey Tech	\$65.00/HR
CONSTRUCTION PHASE SERVICES	
Construction Manager	\$100.00/HR
Senior Construction Inspector	\$80.00/HR
Construction Inspector	\$70.00/HR
Senior CMT Field Representative	\$60.00/HR
CMT Field Representative Specialty	\$85.00/HR
CMT Field Representative	\$50.00/HR
Junior CMT Field Representative	\$35.00/HR
ADMINISTRATIVE	
Administrative Assistance	\$55.00/HR



CITY OF STATESBORO

PUBLIC UTILITIES DEPARTMENT

WASTEWATER DIVISION

302 BRIARWOOD ROAD STATESBORO, GA 30458

TELEPHONE: (912) 681-1161 FAX: (912) 681-8932

MEMORANDUM

To: Randy Wetmore, City Manager

From: Steve Hotchkiss, Director of Public Utilities

Date: December 21, 2017

RE: Bird's Pond Lift Station Improvements

Policy Issue: Purchasing

Recommendation:

Staff recommends a motion to award a contract for professional services to Hussey, Gay, and Bell (HGB) Engineering for the design of upgrades to the Bird's Pond Lift Station in an amount not to exceed \$29,611.00. This project was approved as a part of the 2018 Capital Improvements Program (WWD-153) with a total budget of \$150,000.00, and will be funded with Operating Revenue. HGB designed the station when it was originally built and permitted. They have worked with the City of Statesboro on numerous upgrades and improvements through the years, their extensive knowledge and history with the site makes them highly qualified to design the needed improvements.

Background:

The Bird's Pond Lift Station is one of the largest lift stations with a very high flow rate. The continuous high flow causes the pumps to cycle every 10 to 12 minutes. When a pump fails, you must make repairs immediately. If not, this may force a possible sewer spill. We are proposing to add a by-pass pump at this location in addition to the backup generator which currently exists. The pump will give us a redundant backup system and will also guard against mechanical equipment failure which the generator does not. If approved, HGB will provide surveying, design, bidding, contract administration, and project close-out with drawings. The contract is written so that several items are to be billed hourly with not-to-exceed limits built in. We believe we will be able to keep the expense below budget allowing us to reduce the \$29,611.00 total for engineering services.

Budget Impact: Capital Purchase Cost
Council Person and District: City-Wide
Attachments: None



November 13, 2017

Mr. Robert Cheshire
Deputy City Manager
City of Statesboro
P.O. Box 348
Statesboro, GA 30459

RE: Proposal for Professional Services for the Bird's Pond Lift Station Improvements – Phase 1

Dear Mr. Cheshire:

We are pleased to present this proposal for professional services for the subject project. Our understanding of the scope of work is as follows:

A. SURVEYING SERVICES

Hussey Gay Bell will perform a topographical survey of the existing lift station site and force main piping for use in creating a proposed modification plan. Easement plats are not expected to be required for this project and are not included in the scope of this proposal.

HOURLY NOT-TO-EXCEED FEE \$2,500.00.

B. WETLAND SERVICES

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

C. DESIGN SERVICES

Hussey Gay Bell's scope of design services includes the design and preparation of Construction Plans and Specifications, for: a trailer-mounted, diesel bypass pump, a concrete slab to support the bypass pump, level monitoring equipment, battery charging equipment, force main connection, wetwell suction piping and SCADA integration.

LUMP SUM FEE \$16,410.00.

D. PERMITTING SERVICES

This project is not expected to require permitting. Permitting services are not included in the scope of this proposal.

E. BIDDING SERVICES

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

LUMP SUM FEE **\$3,560.00.**

F. CONTRACT ADMINISTRATION

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

HOURLY NOT-TO-EXCEED FEE **\$1,000.00.**

G. PROJECT CLOSE-OUT AND RECORD DRAWINGS

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

HOURLY NOT-TO-EXCEED FEE **\$2,000.00.**

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

Mr. Robert Cheshire
November 13, 2017
Bird's Pond LS Improvements – Phase 1
Page No. 3

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

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



Jennifer Oetgen, P.E.
Principal

ACCEPTED BY: _____ DATE: _____

GENERAL CONDITIONS

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

1. CLIENT'S RESPONSIBILITIES.

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

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

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

2. ENGINEER'S RESPONSIBILITIES.

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

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

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

3. ADDITIONAL SERVICES.

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

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

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

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

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

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

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

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

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

4. REIMBURSABLE EXPENSES.

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

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

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

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

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

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

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

5. PAYMENT TO THE ENGINEER.

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

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

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

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other

related charges. Client hereby waives any and all claims against Engineer for any such suspension.

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

6. CONSTRUCTION COST.

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

7. OWNERSHIP OF DOCUMENTS.

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

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

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

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

8. TERMINATION OF AGREEMENT.

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

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

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

9. ABANDONED OR SUSPENDED WORK.

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

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

10. INDEMNIFICATION.

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

11. LIMITATION OF LIABILITY.

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

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

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

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

12. MISCELLANEOUS PROVISIONS.

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

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this

Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

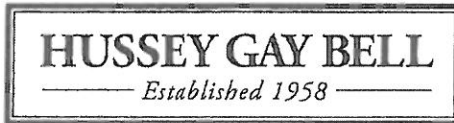
12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

Revised 3-10-16

SCHEDULE OF HOURLY RATES

Rate Effective
3/1/2016

Principal Engineer	185.00
Professional Engineer (Testimony and Preparation)	315.00
Engineer V / Associate	170.00
Engineer IV	155.00
Engineer III	140.00
Engineer II	135.00
Engineer I	130.00
Assistant Engineer	120.00
Technician III	110.00
Technician II	105.00
Technician I	95.00
Landscape Architect	125.00
Senior Project Representative	100.00
Project Representative	85.00
Registered Land Surveyor III	150.00
Registered Land Surveyor II	130.00
Registered Land Surveyor I	120.00
3-Man Survey Crew	160.00
2-Man Survey Crew	150.00
1-Man Survey Crew	130.00
Senior Administrative	105.00
Administrative	70.00



SCHEDULE OF REIMBURSABLE RATES

March 2016

REPRODUCTION COSTS PER PAGE:

Plan Sheets – Bond (B/W)

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

Plan Sheets – Bond (Color - Line)

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

Plan Sheets – Bond (Color – Solid Fill)

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

Plan Sheets – Mylar (B/W)

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

Specifications (B/W)

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

CD / Flash Drives

Actual costs including media costs
and staff time at standard rates

OVERNIGHT DELIVERY: Cost + 10%

AUTO MILEAGE: \$0.54 per mile

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

ROOM & BOARD: Actual Cost

CITY OF STATESBORO



COUNCIL

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

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

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

To: Randy Wetmore, City Manager

From: Jason Boyles, Director of Public Works and Engineering

Date: December 20, 2017

RE: Recommendation of Low Bidder for East Main Street Sidewalk Project

Policy Issue: Purchasing

Recommendation:

Staff recommends awarding the E Main St Sidewalk contract to the low bidder, Southeastern Civil, in the amount of \$477,927.50 and requests approval to extend unit prices up to \$525,000.00. This amount is well below the budgeted amount of \$580,510.00 and allows for any necessary variations in quantities as approved by staff.

Background:

Sealed bids based on unit price extensions for the referenced project were received on December 12, 2018 as follows:

Southeastern Civil	\$477,927.50
Blount & Sons	\$529,470.00
Sikes Brothers	\$592,485.00

The low bidder, Southeastern Civil, meets the requirements of the bid package and submitted an acceptable bid bond. See attached map for project boundaries.

Budget Impact:

The budget for this project, ENG-68, includes a combination of 2013 SPLOST funds in the amount of \$350,000.00 and a Georgia Department of Transportation grant in the amount of \$230,510.00 for a combined total budget of \$580,510.00. The low bid submitted by Southeastern Civil is below our combined total budget.

Council Person and District: District 1, Phil Boyum

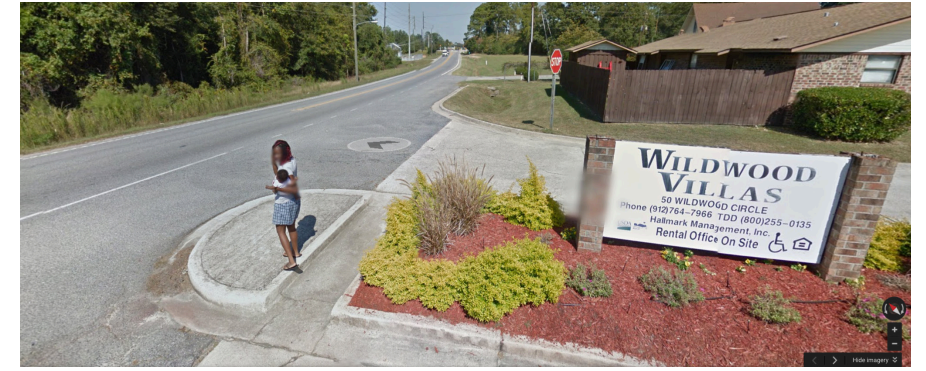
Attachments: Project Map; Grant Award Letter

CC: Robert Cheshire, PE; Darren Prather; David Campbell

East Main to Highway 24 Sidewalk Extension



Pictured below: S.R. 24 facing east. Entrance to Wildwood Villas Apartments. Source: Google Streetview



Pictured below: S.R. 24 facing east towards Village at Mill Creek and Sandy Hill Apartments. Source: Google Streetview





April 27, 2017

Mr. David Campbell
Assistant City Engineer
City of Statesboro
PO Box 348
Statesboro, Georgia 30458

RE: Fiscal Year '17 Multimodal Safety and Access Grant

Mr. Campbell:

The Department has approved your proposal titled "East Main/S.R. 24 Sidewalk," for the Fiscal Year '17 *Multimodal Safety and Access Grant*. The Department will commit up to \$230,510.00 or 70% of the final project cost, whichever is less. The project must be under contract for construction on or before December 31, 2017, or the approval may be cancelled. At this time, please:

- (1) Review the attached application to receive funds and the general rules and guidelines of the program.
- (2) Submit the application to receive funds. Please have either the mayor or chair of commission sign, affix the local government seal, notarize, and **postmark no later than June 12th, 2017.**
- (3) Submit a low bid amount awarded for the project(s) upon availability.

Please return all documents to the address shown below:

**Georgia Department of Transportation
Office of Traffic Operations
c/o Katelyn DiGioia
935 East Confederate Avenue
Building 24, Floor 2
Atlanta, Georgia 30316**

If you have any questions, please feel free to give me a call at (404) 635-2834 or reach out via email: kdigioia@dot.ga.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Katelyn DiGioia".

Katelyn DiGioia, E.I.T.
State Bicycle and Pedestrian Engineer
Office of Traffic Operations

cc: District Engineer, GDOT Local Grants Administrator, Regional Commission (via email)

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: December 18, 2017

RE: January 2, 2018, City Council Agenda Items

Policy Issue: Renewing City contract with CSRA Probation Services, Inc. to provide probation and pre-trial diversion supervision services for Statesboro Municipal Court for a term ending July 1, 2018.

Recommendation: Municipal Judge Keith Barber and Assistant Solicitor of Municipal Court Bradley McMahon have recommended entering renewal.

Background: Prior contract with CSRA has expired, and Request for Proposals regarding provision of probation and supervision services for Municipal Court is currently pending.

Budget Impact: All costs for services under the proposed renewal are borne by individual supervised clients with no payment from City funds.

Council Person and District: N/A

Attachments: Proposed renewal contract with CSRA.

AGREEMENT FOR PROBATION SERVICES

Pursuant to O.C.G.A. 42-8-101, the City of Statesboro, Georgia (hereinafter referred to as the "City"), the Municipal Court of Statesboro, Georgia (hereinafter referred to as "Court"), and CSRA Probation Services, Inc. (hereinafter referred to as the "Contractor) do hereby agree that:

1. SCOPE OF SERVICES

The Contractor shall provide the following probation services and programs for the Municipal Court of Statesboro, Georgia to-wit:

- A. Comply with the uniform contract standards (O.C.G.A. 42-8-107) and all standards and qualifications and as set forth by the Department of Community Supervision.
- B. Staff Qualifications for probation officers will meet or exceed uniform professional standards set forth in O.C.G.A. 42-8-107. Staff qualifications for administrative, intern, or volunteer staff will meet or exceed the requirements set forth in Department of Community Supervision Board Rule 105-2-.09.
- C. Criminal records checks will be completed on all staff as set forth in O.C.G.A. 35-3-34.
- D. All newly hired probation officers will receive a 40-hour initial orientation and all probation officers will receive 20 hours' annual in-service continuing education. (Probation/Parole officers who have previously completed a basic course of training certified by the Georgia Peace Officers Standards and Training Council or private probation officers employed by a private probation company for at least six months as of July 1, 1996, are exempt from the 40-hour initial orientation). All newly hired administrative employee, agents, interns, or volunteers will complete a 16-hour initial orientation program within 6 months of appointment and 8 hours' annual in-service continuing education training program.
- E. Maintain individual files for each offender participating in the Contractor's programs. The files will be maintained in a secured area.
- F. Provide timely and prompt reports as are, or may be, required by the Court during the period of the agreement, which include but are not limited to statistical reports, caseload data, and other records documenting the types of program services provided and the identity of the offenders receiving such services.
- G. Make fiscal and program records available within ten (10) working days for review of procedures and the maintaining of financial records reflective of good business practices.
- H. Bill the offender for program services provided on such forms and in such manner to conform to acceptable business practices. The accuracy of billing is to be confirmed by providing a copy of the services and attending costs to the offender. Current program services/costs are outlined in Exhibit A (Cost/Fee Schedule.)
- I. Submit monthly reports to the Court and City on the amount of Court fines, costs and restitution Court ordered and collected from the Offender. The report shall include the services being provided, the total dollar amount applied to Court ordered fines, restitution, and other conviction related costs. The monthly reports shall be provided to the Court and City by the tenth (10th) day of the following month.
- J. Tender all Court fines, costs and restitution ordered and collected during the

- month from the offender to the City by the 10th day of the following month.
Collect and tender all GCVEF payments to the state as mandated by law.
- K. Comply with all laws regarding confidentiality of offender's records.
 - L. Not attempt to profit from any fines, restitution, or court costs collected from the offenders.
 - M. Collect all fines, costs and restitution as sentenced and the amount is to be paid at a date later than the date of sentencing provided the Court orders the amount to be collected by CSRA Probation Services, Inc. A probation fee of forty dollars (\$40.00) per month may be assessed against the offender, to be collected by CSRA Probation Services, Inc. for each month or partial month of probation until that case expires or is terminated. Payment of said fees shall conform with O.C.G.A. 42-8-103 (pay-only probation) which states that fees shall be capped at three (3) months of ordinary fees unless other named statutory circumstances exist.
 - N. Provide an ongoing offender monitoring program which accounts for activities of offenders serving their sentence on probation and delinquency reports to the Court advising of violations and proceed with revocation procedures based on direction of the Court.
 - O. Indigent offenders may apply to be exempted from paying a supervision fee if the offender claims that such fee will cause unreasonable or undue hardship. The exempting authority shall be the sentencing Judge based on ability to pay per O.C.G.A. 42-8-102.
 - P. Shall maintain bonding levels and insurance as required by law, to include a surety/fidelity bond in the amount of not less than one hundred thousand dollars (\$100,000.00) as security for the satisfactory performance of the agreement and provide general liability insurance coverage in the amount of not less than one million dollars (\$1,000,000.00).
 - Q. Caseload Levels. Active supervised caseloads will not exceed 350 per probation officer. All probationers are required to report in person a minimum of once per month with exceptions being per Court order, out of state, or out of area with the Court's approval. Out of area reporting shall be completed by telephone, Smartphone App, online or written report a minimum of once per month.
 - R. Violations of Probation shall be reported to the Court by Delinquency Report, Warrant, or as designated by the Court and shall be handled in a manner as directed by the Court.
 - S. Consecutive cases. Per O.C.G.A. 42-8-103.1(b), each case will be reviewed after twelve (12) consecutive months of probation as required by statute, and every four (4) months thereafter for the possibility of early termination recommendation.
 - T. Pre-Trial Diversion Supervision. Contractor shall monitor and supervise pre-trial diversion participants to ensure compliance with the pre-trial supervision program order and requirements.

2. TERMS

The Court shall designate CSRA Probation Services, Inc. as the exclusive entity to coordinate and provide direct probation and program services to misdemeanor offenders sentenced under the jurisdiction of the Court during the term of this Agreement. The provisions enumerated in this agreement shall be deemed valid in so far as they do not violate any local, state, or federal laws.

This agreement shall be binding on the parties hereto for a period commencing on January 2, 2018 and expiring on June 30, 2018. Notwithstanding the date of the expiration of the Agreement, this Agreement shall automatically renew under the same terms and conditions as provided for herein unless written notice by certified mail (return receipt requested) to the contrary is directed to the other party. Said renewal periods shall not exceed five (5) years. Either party may terminate this Agreement for any reason and at any time by giving the other party sixty (60) days written notice by certified mail (return receipt requested.)

The Court may terminate this agreement if CSRA Probation Services, Inc. becomes insolvent or files for protection under any chapter of the U.S. Bankruptcy Code. Either party may terminate this Agreement for default by giving the other party written notice by certified mail (return receipt requested) thereof, specifying each particular default. If the party in default fails to cure or take reasonable steps to cure the default within thirty (30) days after receipt of notice, the other party may declare the Agreement terminated effective upon receipt of notice thereof.

Neither the Court nor the Governing Authority shall be liable to CSRA Probation Services nor to anyone who may claim a right resulting from any relationship with CSRA Probation Services, for any acts of CSRA Probation Services, its employees, agents or participants in the performance of services. CSRA Probation Services shall indemnify and hold harmless the Court and Governing Authority, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and court costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by CSRA Probation Services or its employees and agents under the terms of this agreement.

No amendment or modification to this agreement or any waiver of any provision hereof shall be effective unless made in writing and signed by all parties hereto.

All notices under the agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such address as may be designated from time to time by the relevant party, which initially shall be the address set forth below:

Municipal Court of Statesboro
22 West Grady Street
Statesboro, GA 30458

CSRA Probation Services, Inc.
802D Oakhurst Dr.
Evans, GA 30809

{ SIGNATURE PAGE FOLLOWS }

IN WITNESS THEREOF, the parties hereto have executed this agreement on this the _____ day of _____, 2018.

ATTEST:

BY: _____
Jonathan McCollar, Mayor
City of Statesboro, Georgia

ATTEST:

BY: _____
Honorable Keith Barber, Chief Judge
Municipal Court of Statesboro, Georgia

ATTEST:

BY: _____
Ginny D. Kent
Director of Operations
CSRA Probation Services, Inc.

**EXHIBIT A
COST AND FEE SCHEDULE**

STANDARD SUPERVISION & MONITORING SERVICES

SERVICE	RATE
Probation Supervision Fee	\$40.00 per month
Pre-Trial Diversion Supervision Fee	\$40.00 per month
Drug Testing	\$20.00 per test
Lab Confirmation	\$25.00 per confirmation
Electronic Monitoring RF	\$8.00 per day & \$25.00 installation fee
Electronic Monitoring - GPS Active	\$10.00 per day & \$25.00 installation fee
Alcohol Monitoring – Random	\$8.00 per day & \$25.00 installation fee
Alcohol Monitoring – Continuous (SCRAM)	\$12.00 per day & \$25.00 installation fee

PROGRAM / EDUCATIONAL SERVICES

SERVICE	RATE
American Community Corrections Institute: Life skills Self-Directed Learning Course	\$60.00 per course

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Candra Teshome, Planning & Development Specialist

Date: December 20, 2017

RE: January 2, 2017 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance*

Recommendation: Staff recommends approval of the variance requested by application V 17-12-01.

Background: Whitfield Signs requests a variance from Article XV Section 1509(C) Table 5 of the Statesboro Zoning Ordinance for property located at 470 South Main Street regarding the maximum height and minimum required setback allowed for a freestanding sign in sign district 3 (Tax Parcel S22 000006 000).

Budget Impact: None

Council Person and District: Jeff Yawn (District 3)

Attachments: Development Services Report V 17-12-01



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

P.O. Box 348
 Statesboro, Georgia 30458

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

V 17-12-01
VARIANCE REQUEST
470 South Main Street

LOCATION: 470 South Main Street

REQUEST: Variance from Article XV Section 1509(C) Table 5 of the *Statesboro Zoning Ordinance* regarding the maximum height allowed and minimum setback required for a freestanding sign in Sign District 3.

APPLICANT: Whitfield Signs

OWNER(S): Gnats Landing of Sboro LLC

ACRES: .52 acres

PARCEL TAX MAP #: S22 000006 000

COUNCIL DISTRICT: District 3 (Yawn)



PROPOSAL:

Whitfield Signs requests a variance from Article XV Section 1509(C) Table 5 of the *Statesboro Zoning Ordinance* regarding the maximum height allowed and the minimum setback required for a freestanding sign in Sign District 3 (See **Exhibit A** – Location Map). The applicant would like to install one (1) freestanding sign 15 feet in height and 7.84 feet in width at its widest point (See **Exhibit D**—Proposed Signage and Signage Plans).

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	HOC (Highway Oriented Commercial)	Motel
SOUTH:	EXPT (Exempt)	Georgia Southern University
EAST:	EXPT (Exempt)	Georgia Southern University
WEST	HOC (Highway Oriented Commercial)	Personal service facility; motel

The subject property is located in the HOC (Highway Oriented Commercial) zoning district and surrounding parcels include mixed uses, such as personal service facilities, motels and the property of the Board Of Regents University System of Georgia and include Hollywood’s Barber Shop and Eagle Inn (See **Exhibit A**—Location Map, **Exhibit B**—Future Development Map and **Exhibit C**—Photos of Subject Site).

COMPREHENSIVE PLAN:

The subject site lies within the “Commercial Redevelopment Area #2” character area as identified by the City of Statesboro Future Development Map within the *City of Statesboro Comprehensive Master Plan*. The “Commercial Redevelopment Area” character areas are currently in decline with vacant or underutilized properties. These areas are characterized by a high degree of access by vehicular traffic; onsite parking; and a low degree of open space. It is the desire of the community to identify and target these areas for redevelopment and investment, thus returning these areas to their intended state of a thriving commercial and/or mixed use district. (See **Exhibit B** – Future Development

Map). Some appropriate land uses for the "Commercial Redevelopment Area" character areas include the following: Major employers

- Commercial, including big box

Statesboro Comprehensive Master Plan, Community Agenda page 26.

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

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

Statesboro Comprehensive Master Plan, Community Agenda page 11.

ANALYSIS:

- I. **V 17-12-01: Variance from Article XV Section 1509(C) Table 5: Sign District 3 Dimensional Standards to permit an increase in the maximum allowed height for a freestanding sign from eight (8) feet to fifteen (15) feet and a reduction of five (5) feet to zero (0) feet of the required minimum setback.**

Article XV (Signs) Section 1509 of the *Statesboro Zoning Ordinance* regulates the dimensional standards for all freestanding signs within the City of Statesboro. The applicant is requesting a variance from Article XV (Signs) regarding the maximum allowed height for a freestanding sign and a reduction of five (5) feet to zero (0) feet for the minimum required setback. The subject site is located in the HOC (Highway Oriented Commercial) zoning district and is regulated by the dimensional standards of Sign District 3 (See **Exhibit E**—Section 1509(C) Table 5).

The applicant's intention is to increase the maximum allowed height for a freestanding sign from eight (8) feet to fifteen (15) feet. The request is made due to concerns regarding visibility considering the parcel's location and front-of-building parking, which would obstruct visibility of an eight (8) feet sign.

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

1. **There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
2. **The special conditions and circumstances do not result from the actions of the applicant;**
3. **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**

STAFF RECOMMENDATION:

After reviewing the proposed signage, the Department of Engineering recommended approval of the request provided the applicant adheres to the installation location and remains out of the ROW. In addition, the Georgia Department of Transportation does not have setback requirements so long as signage remains outside the ROW and clear zone. Staff recommends approval of the variance requested by application V 17-12-01.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting held December 5, 2017 at 5:00 PM, the Planning Commission voted 6-0 to approve the variance requested by application V 17-12-01.

EXHIBIT A: LOCATION MAP



City of Statesboro Department of Planning and Development

Note: The Boundries Depicted on this map are approximate and should be used for reference only



EXHIBIT B: FUTURE DEVELOPMENT MAP

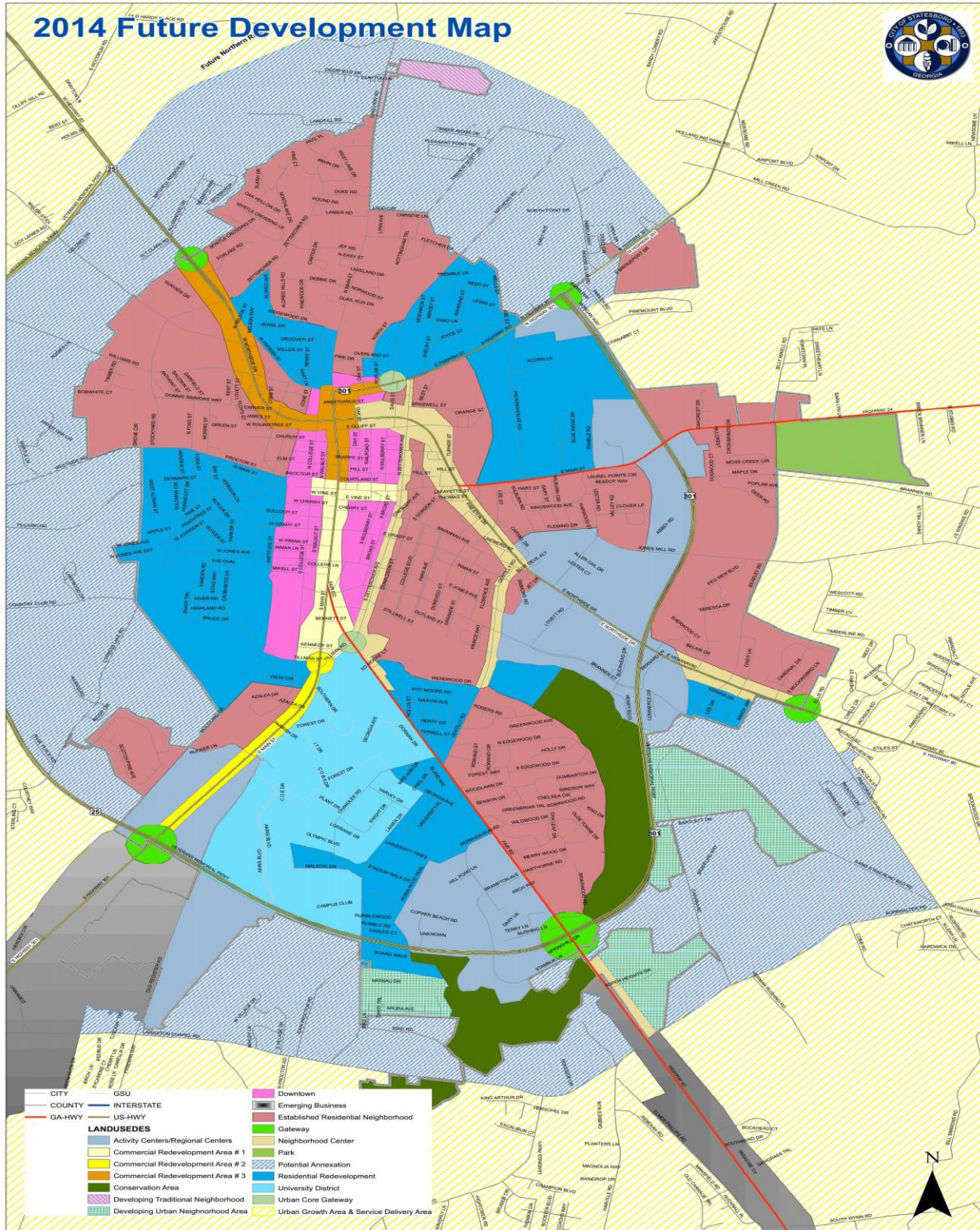


EXHIBIT C: PHOTOS OF SUBJECT SITE

Picture 1: Subject Site Front Elevation Depicting Existing Sign Facing South toward South Main Street



Picture 2: Subject Site Front Elevation facing North Depicting Existing Sign



EXHIBIT D: PHOTOS OF PROPOSED SIGNAGE AND SIGNAGE PLANS

Picture 3: Subject Site Left Elevation facing North Depicting Proposed Sign in New Location; Existing Sign in Rear

1.



WB WHITFIELD SIGNS
 41 Bernard Lane
 Statesboro, GA 30458
 Office 912.681.6338

Copyright Notice: The drawing is a valuable intellectual property and is confidential. Any reproduction or use of the drawing without written consent is prohibited and will be prosecuted.

Client: **NA**

Property Name & Address:
Gnats Landing

Project No: **0000**

Project Contact: **Josh Whitfield/NA Page**

Drawn by: **JF**

Date: **10.12.2017**

Revisions:
 1. **NA**

Drawing Status:
 NO EXCEPTIONS NOTED
 EXCEPTIONS NOTED
 REJECTED
 RESUBMIT

Approval Signature:
 Approved By: _____ Date: _____

Filename/Fold:
 Signs D 111

Drawing Type:
 Preliminary
 Production

3

EXHIBIT D: PHOTOS OF PROPOSED SIGNAGE AND SIGNAGE PLANS (CONT)

Picture 4: Applicant's Proposed Monument

1.



Colors & Finishes
 Colors shown here may not exactly match manufacturers color chart swatch or actual sample. Check for color sample or specifications for custom colors prior to production or agencies. These color samples or color specifications.

C1
C2

Code Information
 Maximum Sign Area-As-Noted Not Provided
 Maximum Height Not Provided
 Designed Sign Area Not Provided
 Setback from ROW Unknown

Electrical Specifications & Notes
FINAL ELECTRICAL HOODS BY OTHERS
 Electrical Requirements: 120 volt 60 Hz - Unswitched Branch Circuit(s)
 Circuit #1: 45 Amps 20 Amp OCPD
 Circuit #2: 11 Amps 20 Amp OCPD
 Circuit #3: 11 Amps 20 Amp OCPD
 Wire Size: 12 AWG conductors 3C
 Connection Type: permanent continuous operation
 Installed & labeled in accordance with UL Standard for Electric Signs, installed using UL listed parts & methods of installation in accordance with Article 600 of the NEC & other applicable local codes. This includes proper grounding & bonding.

This signed product may contain Fluorescent, Neon, HID lamps or components that use Mercury in them. Dispose of these lamps & components according to the laws of the authority having jurisdiction.

Ⓛ Labeled
 Ⓜ Location of Vents

115 MPH Wind Load / 35 PSF Construction Specifications

A Electrical Protection - (Unswitched Branch Circuit(s) to be provided and coordination with Client, GC and Architect may be required)
B Foundation - 3000 PSI Concrete Cast in Place
C Structural Column - Sch 40S Steel Pipe, 10" ID, 360" x 6.5" x 29.9
D Cabinet - Aluminum Skin over Steel Frame or White Fiberglass Construction, Internally Illuminated by LEDs
E Sign Face - Rectangular wood panels with Acrylic copy
F Electronic Message Board - Dakotacolor 16mm LED Display

Notes / Exceptions / Exclusions
 Field Survey Required - All measurements & site conditions to be field verified prior to production. Patterns may be required for production.
 Mechanical Art Required - This preliminary drawing was created from media unsuitable for production. Customer to provide high resolution media or electronic files for recreation of graphics for use in fabrication. Electronic files with vector artwork needs to be provided in AI, EPS, CDR or Editable PDF file and formatted for Windows PCs for use on our computer systems.

GEORGIA811
 Call before you dig.
 1-800-4-A-ROOT

WB WHITFIELD SIGNS
 41 Bernard Lane
 Statesboro, GA 30458
 Office 912.691.6338

Copyright Notice: This drawing is a valuable intellectual property and is approved by copyright laws. All rights are reserved. Any reproduction of the contents of this drawing without written consent is unlawful and will be prosecuted.

Client: N/A
 Project Name & Address: Gnats Landing
 Project No: 0000
 Project Contact: Josh Whitfield/Steve Page
 Drawn By: JP
 Date: 10/12/2017

Revisions:
 1. 10/12/2017

Drawing Status:
 NO EXCEPTIONS NOTED
 EXCEPTIONS NOTED
 REJECTED
 RESUBMIT

Approval Signature:
 Approved By: _____ Date: _____
 For use only:
 Allow ID: V11

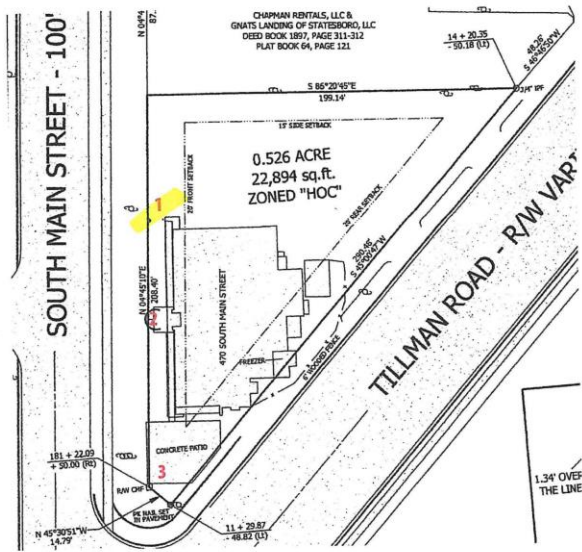
Drawing Type:
 Preliminary
 Production

Monumnet

1

EXHIBIT D: PHOTOS OF PROPOSED SIGNAGE AND SIGNAGE PLANS (CONT)

Picture 5: Applicant's Proposed Sign Locations



- Site Map**
1. Monument
 2. Building ID
 3. Marquee Letters

WHITFIELD SIGNS
41 Bernard Lane
Statesboro, GA 30458
Office 912.681.6338

Copyright Notice: This drawing is a collaborative effort between the architect and sign designer. It is not to be used for any other purpose without the written consent of the architect and sign designer.

Drawn By: JH
Checked By: JH
Project Name: 4111
Client: JH
Date: 10.12.2017

Revisions:
1. []
2. []
3. []

Drawing Status:
 NO EXCEPTIONS NOTED
 EXCEPTIONS NOTED
 REJECTED
 RESUBMIT

Approval Signature: _____
 Address: _____
 Project No: _____
 Date: _____

Drawing Set:
 Assembly
 Production

EXHIBIT D: PHOTOS OF PROPOSED SIGNAGE AND SIGNAGE PLANS (CONT)

Picture 6: 470 South Main Street As-Built Survey Dated December 31, 2017 Depicting Existing ROW

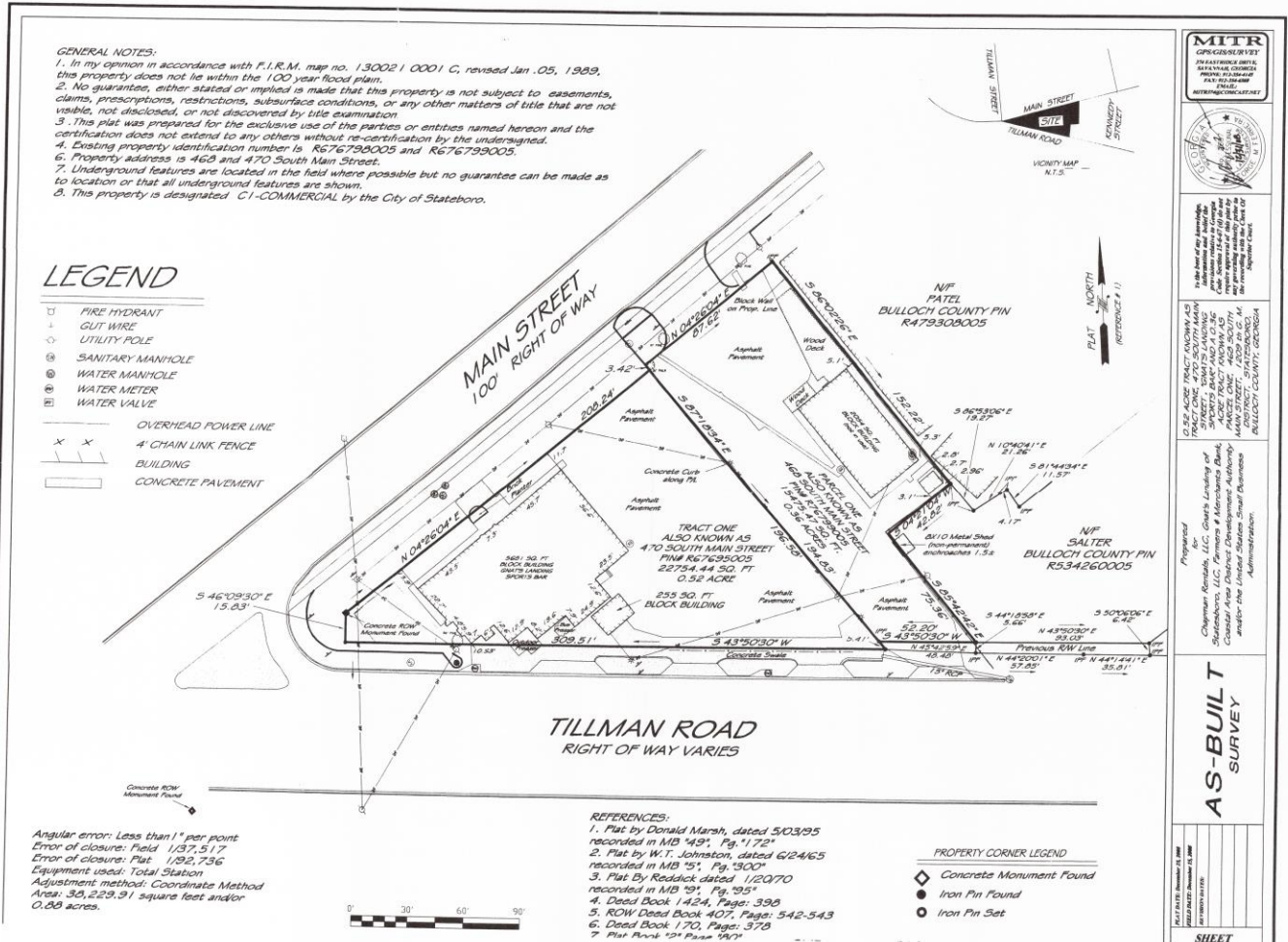


EXHIBIT E: SECTION 1509 TABLE 5

Table 5. Sign District 3 Dimensional Standards

TABLE INSET:

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

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Candra Teshome, Planning & Development Specialist

Date: December 20, 2017

RE: January 2, 2017 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance*

Recommendation: Staff recommends approval of the variance requested by application V 17-12-02.

Background: Whitfield Signs requests a variance from Article XV Section 1509(C) Table 5 of the Statesboro Zoning Ordinance for property located at 514 South Main Street regarding the maximum height allowed for a freestanding sign in sign district 3 (Tax Parcel S22 000007 000).

Budget Impact: None

Council Person and District: Sam Jones (District 2)

Attachments: Development Services Report V 17-12-02



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

P.O. Box 348 (912) 764-0630
 Statesboro, Georgia 30458 (912) 764-0664 (Fax)

V 17-12-02
VARIANCE REQUEST
514 South Main Street

LOCATION: 514 South Main Street

REQUEST: Variance from Article XV Section 1509(C) Table 5 of the *Statesboro Zoning Ordinance* regarding the maximum height allowed for a freestanding sign in Sign District 3.

APPLICANT: Whitfield Signs

OWNER(S): McDougald A B Jr Trust

ACRES: 1 acre

PARCEL TAX MAP #: S22 000007 000

COUNCIL DISTRICT: District 2 (Jones)



PROPOSAL:

The applicant requests a variance from Article XV Section 1509(C) Table 5 of the *Statesboro Zoning Ordinance* regarding the maximum height allowed for a freestanding sign in Sign District 3 (See **Exhibit A** – Location Map). The applicant would like to install one (1) freestanding sign 12 feet in height and 9.66 feet in width (See **Exhibit F**—Proposed Signage Plans).

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	HOC (Highway Oriented Commercial)	Personal service facility; motel
SOUTH:	PUD/R4 (Planned Unit Development with High Density Residential District Overlay)	Multi-family dwelling units
EAST:	HOC (Highway Oriented Commercial)	Food service facility
WEST:	HOC (Highway Oriented Commercial)	Multi-family dwelling units

The subject property is located in the HOC (Highway Oriented Commercial) zoning district and surrounding parcels include mixed uses, such as restaurants, personal service facilities, motels and multi-family dwelling units, including Gnat’s Landing, Hollywood’s Barber Shop and Knight’s Inn (See **Exhibit A**—Location Map, **Exhibit B**—Future Development Map and **Exhibit C**—Photos of Subject Site).

COMPREHENSIVE PLAN:

The subject site lies within the “Commercial Redevelopment Area #2” character area as identified by the City of Statesboro Future Development Map within the *City of Statesboro Comprehensive Master Plan*. The “Commercial Redevelopment Area” character areas are currently in decline with vacant or underutilized properties. These

areas are characterized by a high degree of access by vehicular traffic; onsite parking; and a low degree of open space. It is the desire of the community to identify and target these areas for redevelopment and investment, thus returning these areas to their intended state of a thriving commercial and/or mixed use district. (See **Exhibit B – Future Development Map**).

Some appropriate land uses for the “Commercial Redevelopment Area” character areas include the following:

- Major employers
- Commercial, including big box

Statesboro Comprehensive Master Plan, Community Agenda page 26.

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

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

Statesboro Comprehensive Master Plan, Community Agenda page 11.

ANALYSIS:

- I. **V 17-12-02: Variance from Article XV Section 1509(C) Table 5: Sign District 3 Dimensional Standards to permit an increase in the maximum allowed height for a freestanding sign from eight (8) feet to twelve (12) feet.**

Article XV (Signs) Section 1509 of the *Statesboro Zoning Ordinance* regulates the dimensional standards for all freestanding signs within the City of Statesboro. The applicant is requesting a variance from Article XV (Signs) regarding the maximum allowed height for a freestanding sign. The subject site is located in the HOC (Highway Oriented Commercial) zoning district and is regulated by the dimensional standards of Sign District 3 (See **Exhibit E—Section 1509(C) Table 5**).

The applicant’s intention is to increase the maximum allowed height for a freestanding sign from eight (8) feet to twelve (12) feet (See **Exhibit D—Proposed Signage Plans**). The applicant proposes to use an existing sign footer to erect the proposed sign. The applicant was approved for the installation of one (1) 48 sq. ft. building sign on September 18, 2017. The addition of the proposed freestanding sign will increase the aggregate square footage at the location to 83 sq. ft., which is within the maximum allowed aggregate of 150 sq. ft. Below is a comparison of Sign District 3 regulations, current sign installations and the applicant’s request:

Sign District 3 Regulations	Currently Permitted	Requested
Freestanding Signs: One sign structure per road frontage not to exceed 60 sq. ft., max height of 8’	N/A	Installation of one (1) freestanding sign twelve (12) feet in height with a total sign area of 35 square feet
Building Signs: One per building elevation not to exceed 50 sq. ft.	One (1) 48 sq. ft. building sign	Installation of one (1) 48 sq. ft. building sign, which has already been permitted (Sign Permit Number 3058)
TOTAL	48 sq. ft. (Aggregate)	83 sq. ft. (Aggregate)

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

1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;
2. The special conditions and circumstances do not result from the actions of the applicant;
3. The application of the ordinance to this particular piece of property would create an unnecessary hardship; and
4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.

STAFF RECOMMENDATION:

Staff recommends approval of application V 17-12-02.

PLANNING COMMISSION RECOMMENDATION:

At its regularly scheduled meeting held December 5, 2017 at 5:00 PM, the Planning Commission voted 6-0 to approve the variance requested by application V 17-12-02.

EXHIBIT A: LOCATION MAP



EXHIBIT B: FUTURE DEVELOPMENT MAP

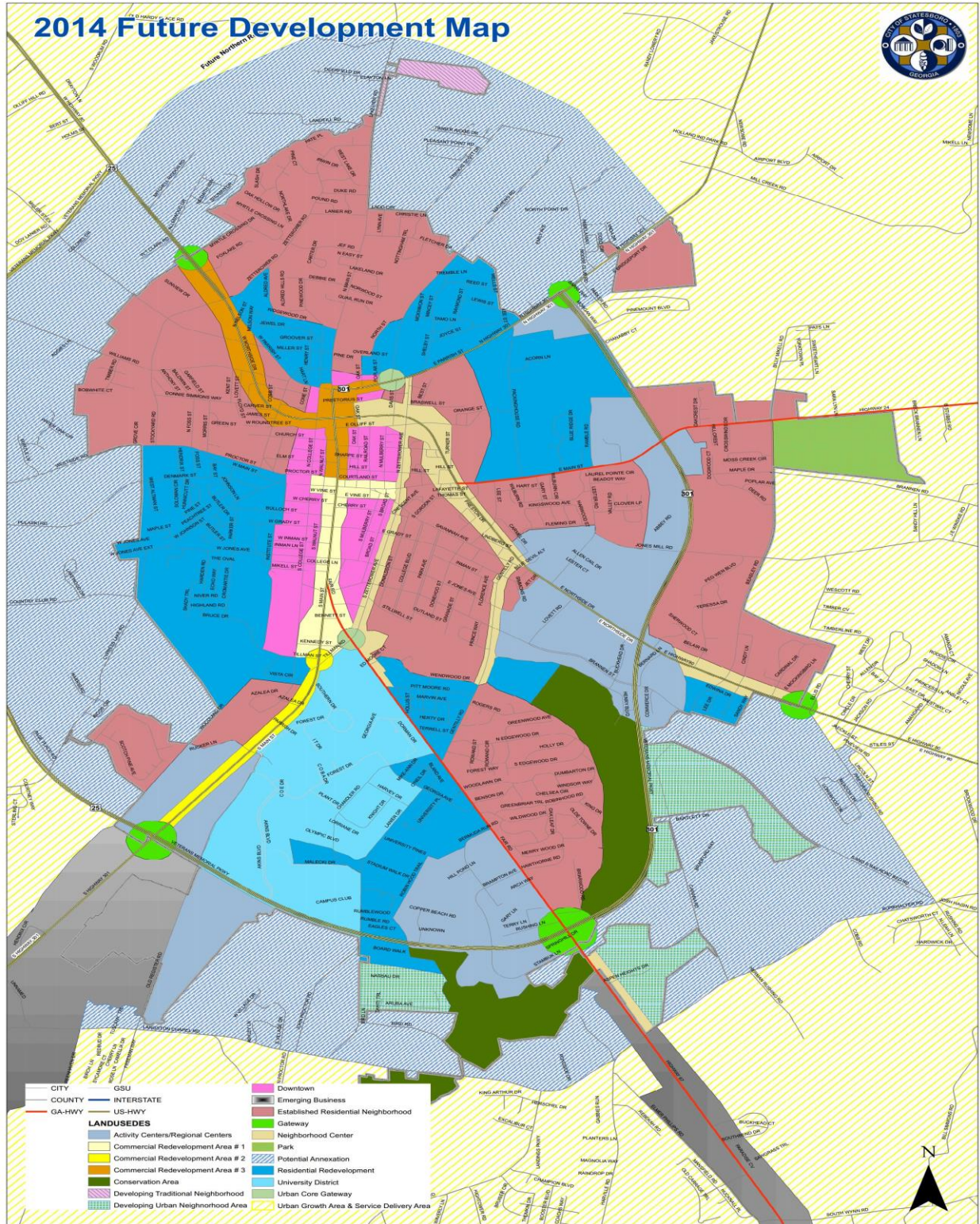


EXHIBIT C: PHOTOS OF SUBJECT SITE

Picture 1: Aerial View of Subject Site Depicting Intersection and Existing Spaces Surrounding Proposed Sign Installation



Picture 2: Subject Site Facing South Depicting Existing Sign Footer Installation and Surrounding Parking Spaces



EXHIBIT D: PROPOSED SIGNAGE PLANS

Picture 3: Applicant Submitted Proposed Site Installation

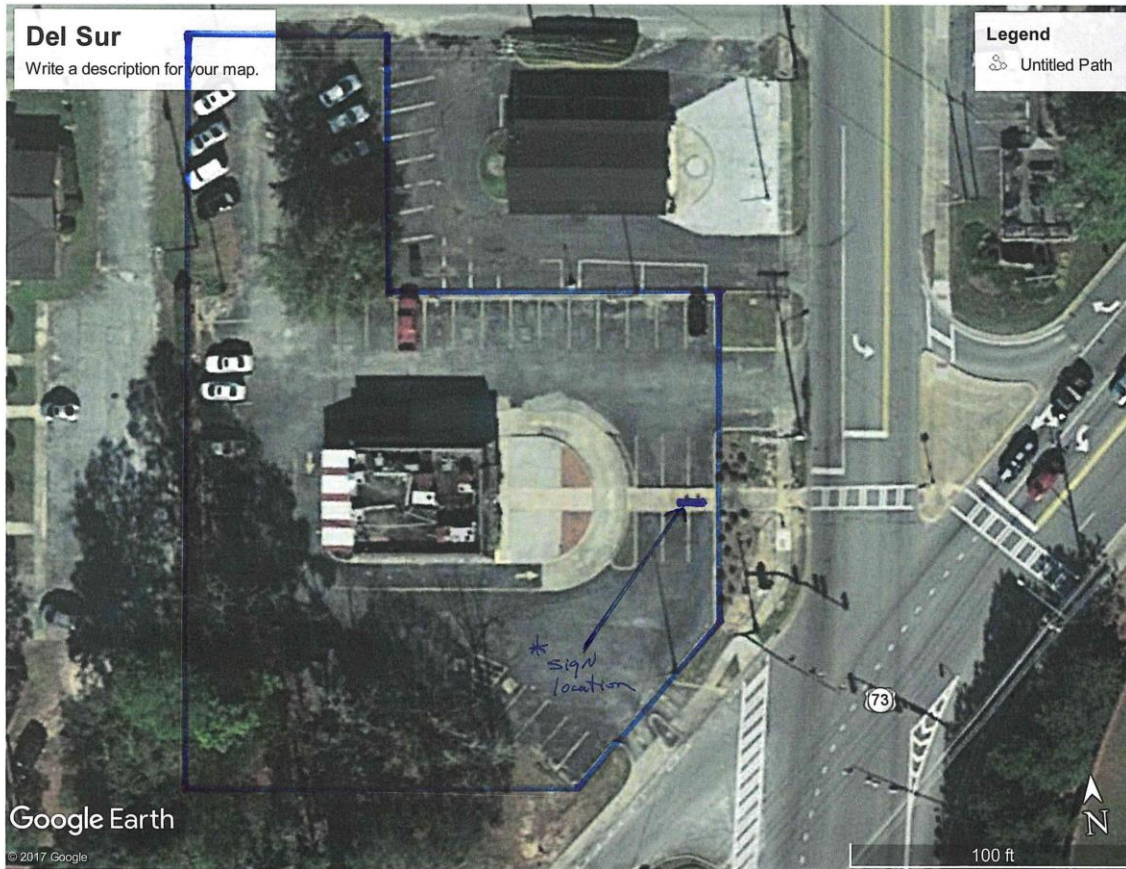
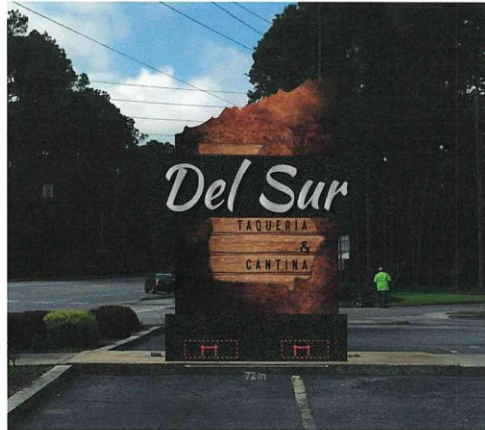


EXHIBIT D: PROPOSED SIGNAGE PLANS (CONT)

Picture 4: Applicant's Submitted Installation Detail



Del Sur Monument

 WHITFIELD -SIGNS- 41 Bernard Lane Statesboro, GA 30456 Office 912.681.6338	
<small>© Copyright Notice This drawing is a unique intellectual property and is protected by copyright law. All rights are reserved. Any reproduction of the contents of this drawing without an expressed or implied permission is prohibited.</small>	
Client	IA
Property Name & Address	Del Sur
Project No.	0000
Project Contact	Katie Stronger Payer
Drawn By	JP
Date	6/8/2016
Revisions	N/A
Drawing Status <input type="checkbox"/> NO EXCEPTIONS NOTED <input type="checkbox"/> EXCEPTIONS NOTED <input type="checkbox"/> REJECTED <input type="checkbox"/> RESUBMIT	
Approval Signature	
Approved By	Date
Filename/Path	Mon D-v1
Drawing Type	<input type="checkbox"/> Planview <input type="checkbox"/> Elevation
5	

EXHIBIT D: PROPOSED SIGNAGE PLANS (CONT)

Picture 5: Applicant's Proposed Sign Dimensions

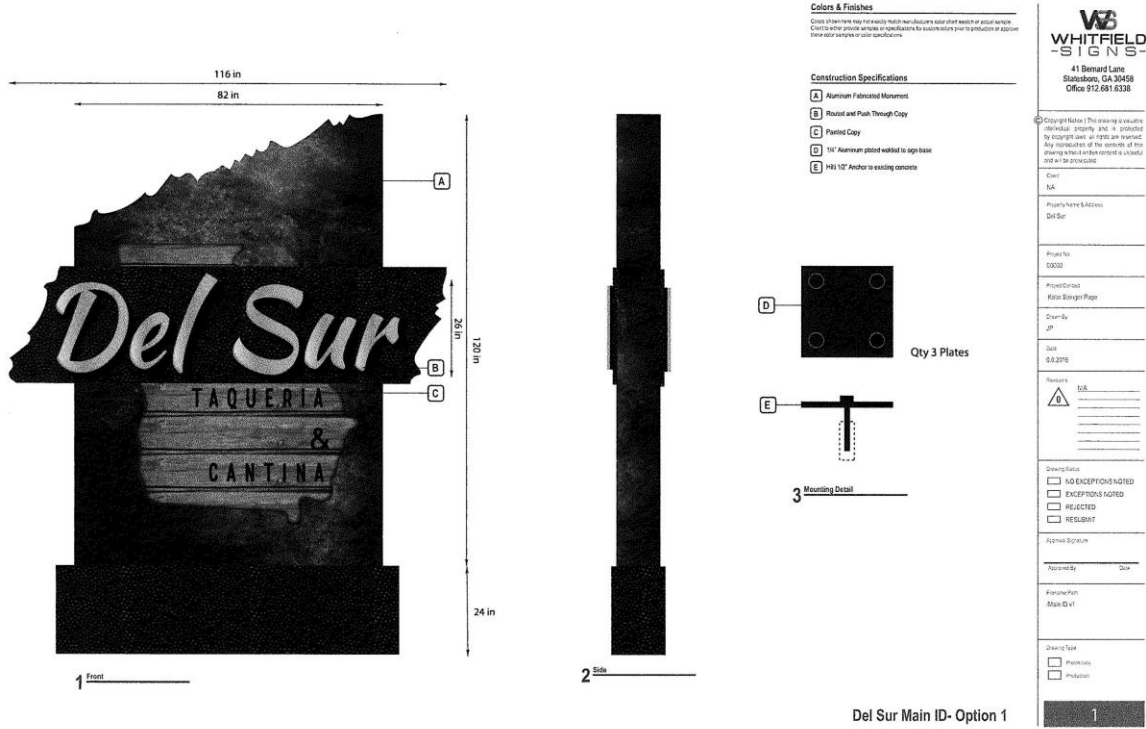


EXHIBIT E: SECTION 1509 TABLE 5

Table 5. Sign District 3 Dimensional Standards

TABLE INSET:

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

COUNCIL
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Sam Lee Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Travis L. Chance, District 5



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

City of Statesboro

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

To: Randy Wetmore, City Manager

From: Jeffery Grant, Director of Human Resources

Date: December 18, 2017

RE: Stop Loss Renewal & Agreements

Policy Issue: Each year Taylor Benefit Resource our third-party administrator is responsible for bidding our stop-loss insurance coverage amongst carriers in the market.

Recommendation: To approve the rates and agreements for renewal.

Background: Below you will find the background information, descriptions of each agreement, and the rates associated with each service.

1. **Hines & Associates Inc.** - This is a third party agreement through TBR for handling claims that are in need of case management, utilization review and other services for the management of health care services. Renewal occurs annually. The rates will remain the same at \$2.05 per employee per month. The exhaustive list of services may be found in Exhibit 2 of the service agreement.
2. **Optum Inc.** - This is a third party agreement through TBR for the managed transplant program. It is a separate umbrella policy for managing unexpected transplants. The rates will increase from \$4.87/single and \$11.69/family to \$4.97/single and \$11.92/family per billing cycle. This equates to a 2% increase for single and 1.9% increase for family rates for the coming calendar year.
3. **Monumental Risk American National** – This is a third party agreement through TBR for our managed stop loss insurance coverage. This is an umbrella policy that manages unexpected claims in the excess of \$60,000. Attached you will find a copy of the bids to market for stop loss coverage and the renewal agreement for signature. Our current carrier is Cabot Inc., however Monumental Risk American National provided the lowest bid. The rates will decrease from \$64.43/single to

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City of Statesboro

\$57.47/single and increase from \$173.25/family to \$187.06 per billing cycle. This equates to an overall 2.8% increase for 2018.

These expenses are budgeted for annually. For FY 2018, we budgeted \$494,000 for these items. The approximate minimum increase needed to the Health Insurance Admin fees is \$6,000 for FY 2018.

District: All

Attachments:

Hines & Associates Agreement
Optum Agreement
Stop-Loss Market Bids
Statement of Rates

SERVICE AGREEMENT

This Agreement is entered into by and between HINES & ASSOCIATES, INC. (hereinafter referred to as HINES) and CITY OF STATESBORO (hereinafter referred to as THE GROUP),

WHEREAS, HINES desires to provide utilization review services and other services for the management of Health Care claims of the members of THE GROUP,

WHEREAS, THE GROUP desires to obtain utilization review services and other services from HINES, for the management of such Health Care claims of the members of THE GROUP,

WHEREAS, it is the purpose of this Agreement to establish a relationship whereby HINES will perform the services (hereinafter referred to as "SERVICES") as described on the Exhibits for THE GROUP,

WHEREAS, HINES warrants that it will provide the utilization review SERVICES required under this Agreement in a prompt, efficient, effective, and economic manner,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties covenant and agree as follows:

1. SERVICES AND DEFINITIONS. See Exhibit 1 (attached and made a part hereof).

2. SCOPE OF SERVICE. HINES agrees that for the term of this Agreement as set forth in Section 3 hereof, it will provide to THE GROUP the SERVICES outlined on the Exhibits with respect to medical care proposed for eligible members of THE GROUP and for their eligible dependents (hereinafter collectively referred to as "Covered Persons"), covered under the health benefits programs established and maintained by THE GROUP. Covered Persons whose primary coverage is to be provided by another health program, Medicare or Workers' Compensation will not be included in the category of Covered Persons for which SERVICES are performed. For members whose primary coverage is not through THE GROUP, but who have eligible dependents of THE GROUP, the member must be counted in the employee count for the employee per month service fees (see Exhibits).

THE GROUP will interpret the benefit plan, maintain a list of eligible employees and dependents, as well as pay the Health Care claims.

HINES will make recommendations to THE GROUP on the medical necessity and/or appropriateness of Health Care SERVICES provided or proposed to be provided as defined by and in accordance with those SERVICES that require precertification as listed on the Exhibits. HINES and THE GROUP agree that only THE GROUP will make the final determination as to payment or the denial of payment of any claim and/or authorization for delivery of any Health Care SERVICES.

3. TERM AND TERMINATION. This Agreement shall be for a term of one year from the effective date of January 1, 2018 and shall automatically renew for twelve month periods thereafter with sixty (60) days notice of any pricing changes. Either party may terminate this Agreement at any time after the initial year by giving written notice to the other party at least thirty (30) days before the date of termination, which date shall be specified in the notice.

Either party may terminate this Agreement in the event of a material default, other than a failure to pay by the other party. Such termination shall be effective thirty (30) days after written notice specifying the default has been given to the defaulting party, unless the default has been cured before the end of the thirty (30) day period.

This Agreement may be terminated immediately by HINES for failure to receive payment from THE GROUP within thirty (30) days of its due dates set forth in Section 8 of this Agreement, except said failure to pay must be in writing delivered to the parties described in Section 14 and THE GROUP shall be given ten (10) working days notice from the date of default to cure any default in payment. A dispute as to the number of participants eligible shall not in and of itself be the basis for termination.

4. NOTICE OF DETERMINATION AND CONTACT. HINES agrees to contact THE GROUP or THE CLAIM PAYER designee, the patient, the patient's physician, and/or the hospital regarding HINES' recommendations on the medical necessity and/or appropriateness of Health Care SERVICES provided or to be provided to the Covered Persons.

5. PROFESSIONAL SERVICES. HINES agrees to secure or provide the services of licensed physicians as reasonably required to act in the capacity of advisors or consultants to assist in making review determinations.

HINES agrees to provide a telephonic answering system to be utilized during non-business hours, holidays and other closed office situations according to the guidelines of the Utilization Review Accreditation Commission (URAC), also known as the American Accreditation Health Care Commission, Inc.

HINES will maintain any applicable state licensures and conform to all applicable laws in all applicable jurisdictions. HINES will notify THE CLAIM PAYER and THE GROUP within thirty (30) days in the event its license in the applicable jurisdiction is relinquished or revoked.

6. INSURANCE COVERAGE AND ELIGIBILITY. HINES will provide written or verbal notification that HINES is certifying medical necessity and does not guarantee eligibility, benefit coverage, or payment. Payment will be based on THE CLAIM PAYER's review to determine eligibility and availability of benefits at the time SERVICES are rendered. All questions regarding claim issues are referred to THE CLAIM PAYER. HINES shall have no legal liability or financial responsibility in connection with claim payment or denial decisions by THE CLAIM PAYER or THE GROUP.

7. REPORTS. HINES will provide THE GROUP with electronic reports of its activities under this Agreement as outlined in the Exhibits and in compliance with HIPAA guidelines.

HINES agrees to provide THE GROUP with HINES' standard reports, in compliance with HIPAA guidelines, and will customize the form if possible under the existing program. Ad hoc reporting fees may apply.

8. FEES AND PAYMENT. THE GROUP shall abide by the terms of the Exhibits hereto and this section. THE GROUP shall pay HINES a fee in the amount shown in the Exhibits (attached and made a part hereof) for the SERVICES. Fees specified on the Exhibits will remain in effect for the time period specified in Section 3 of the contract, thereafter to be negotiated upon renewal. If THE GROUP requests SERVICES or negotiations by HINES and later chooses not to use the information obtained by HINES, the time spent by HINES is still payable by THE GROUP. THE GROUP will pay HINES within thirty (30) days of the invoice date for SERVICES already rendered.

By the 10th day of each month, HINES shall invoice THE GROUP for the SERVICES provided by Hines to THE GROUP during the prior month. Payment is due in full by THE GROUP within 30 days of the invoice date. Any payment more than ten (10) days past due shall accrue interest until paid in the amount of one percent (1%) per month. THE GROUP agrees to pay all interest, collection costs and expenses, including reasonable attorney's fees, incurred by HINES in collecting or attempting to collect such past due amounts.

THE GROUP agrees to comply with its payment obligations in connection with this SERVICE AGREEMENT and the applicable Exhibits.

9. ACCESS TO RECORDS AND ASSISTANCE. HINES agrees that during normal business hours, THE CLAIM PAYER shall have access to and the right of examination of records, which relate to any SERVICES provided to THE GROUP under this Agreement. Such access and right of examination shall continue to be provided to THE CLAIM PAYER for a period of six (6) months following the termination of the Agreement and consistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any amendments as dictated by federal law.

HINES will, upon request of THE GROUP, provide reasonable assistance to THE GROUP or patient in the event legal action is brought to collect amounts which are billed for medical SERVICE(S) rendered following a HINES' determination and notice (as specified in Section 4 of the Agreement) that the SERVICE(S) was not medically necessary and/or not appropriate. HINES will:

a. Provide access to HINES' review records relating to SERVICES provided under this Agreement, which are directly related to the subject matter of the litigation.

b. Make available the appropriate HINES' employee(s) to comment regarding the basis upon which the determination was made that the rendered SERVICE was not medically necessary and/or appropriate.

c. Make available, at THE GROUP'S expense, the appropriate physician advisor or consultant, to comment regarding the basis upon which the determination was made that the rendered SERVICE was not medically necessary and/or appropriate. HINES and its physician advisors and consultants will be reimbursed by THE GROUP in connection with such litigation assistance for reasonable out-of-pocket expenses incurred for travel lodging, meals of employees, physician advisors, and consultants.

10. EXTERNAL APPEALS. If an external appeal is requested, HINES will cooperate with THE CLAIM PAYER regarding release of information necessary to conduct this level of peer review. HINES will not pay the cost of the external appeal but will assist THE CLAIM PAYER in locating the external review organization.

11. COMMUNICATIONS AND CONFIDENTIALITY. Any communications relating to HINES' SERVICES under this Agreement prepared for distribution by HINES or THE GROUP to any person or entity, including physicians, Covered Persons, or to the general public will be released only after consultation between HINES and THE GROUP and only in accordance with applicable state and federal law governing the confidentiality of patient medical records. Upon mutual agreement HINES or THE GROUP may communicate with Covered Persons, physicians, and hospitals regarding review decisions or the review mechanisms to be utilized or modified under this Agreement and in accordance with HIPAA and any amendments as dictated by federal law.

The data furnished in accordance with this Agreement is Confidential Information and any use, furnishing, disclosure, publication, or revealing in any way by either party of Confidential Information furnished under the terms of this Agreement to any person, organization, firm, or government agency contrary to law or to the provisions of this Agreement shall obligate the party failing to maintain the confidentiality of Confidential Information to indemnify and hold harmless the other party from any claim, injury, damage, liability, judgment, or expense arising from that party's failure to maintain the confidentiality of said Confidential Information occurring during the term of this Agreement or thereafter, except to the extent any such loss or damage was caused or contributed to by the party seeking indemnity.

In the event either party is served with a subpoena, request for production of documents or similar legal process relating to review decisions or the review mechanisms to be utilized or modified under this Agreement, such party shall promptly notify the other party of the service of such process so that such other party may determine whether any Confidential Information is or may be included in materials sought by such subpoena, request or process. Such party may at its own expense, take such legal action, as it deems necessary to preserve the confidentiality of its data or information.

12. INDEMNITY. HINES shall be solely liable for all of its review decisions and those of its employees, agents or other representatives or designees. HINES will provide its own policy of liability insurance with a minimum three million (\$3,000,000.00) dollar coverage. THE GROUP shall be solely liable for all of THE GROUP'S payments, claim payment decisions, and eligibility and coverage determinations, and those of its employees, agents or other representatives or designees.

HINES shall indemnify and hold harmless THE GROUP and its directors, agents, officers or employees from and defend against any and all claims, lawsuits, judgments, settlements, and expenses, including reasonable attorney's fees, caused by the negligence or willful misconduct of HINES.

It shall be the responsibility of THE GROUP and/or THE CLAIM PAYER, to select services that reflect the requirements of the benefit plan and any other parties, such as stop loss.

It shall be the responsibility of the Plan Sponsor or designee to notify HINES of the Plan grandfather status, and of any changes to the grandfather status or contribution rates at least 30 days in advance.

Carve-Out Services: In the event that THE GROUP contracts with a third party vendor to perform a subset of utilization review and other health care management services ("Carved-Out Services") similar or substantially similar to those services identified in Exhibit 1, HINES shall have no legal liability or financial responsibility in connection with the determinations of the third party vendor ("CARVED-OUT SERVICES VENDOR").

13. LIMITED LICENSE AGREEMENT; CONFIDENTIALITY.

a. During the term of this Agreement, HINES may convey or deliver to THE GROUP certain software, policies, procedures, checklists, technologies, processes and operations, studies, summaries, notes, data and other proprietary information pertaining to HINES and the SERVICES (collectively "Proprietary Information"). All Proprietary Information shall remain the sole property of HINES.

b. Subject to the terms and conditions of this Agreement, HINES hereby grants to THE GROUP a nonexclusive, revocable license, with no rights to grant sublicenses, to use the Proprietary Information for the sole purpose of verifying THE GROUP'S compliance with applicable law and for no other purpose. The license shall immediately terminate upon the termination of this Agreement. THE GROUP shall not, without the prior written consent of HINES, disclose by itself or through any of its employees or representatives ("Representatives") any Proprietary Information to any third party.

c. THE GROUP shall take all reasonable steps to safeguard and protect the Proprietary Information from any theft, loss, unauthorized access, unauthorized use or disclosure and accord it at least the same degree of confidential and proprietary treatment as THE GROUP gives its own confidential and proprietary information. Unless otherwise required by law, THE GROUP will disclose Proprietary Information only to those of its Representatives on a need-to-know basis and will notify its Representatives who are provided any of the Proprietary Information or who may otherwise have occasion to view, handle, or obtain any of the Proprietary Information, of the terms of this Agreement and their obligation to comply with each of them.

d. In the event that THE GROUP or any of its Representatives is requested or required pursuant to legal process to disclose any Proprietary Information, it is agreed that THE GROUP will provide HINES with prompt written notice of such request so that HINES may, at HINES' option and its own expense, seek an appropriate protective order, written waiver in respect of compliance with this Agreement, or other remedy to assure that the Proprietary Information will be accorded confidential treatment.

If HINES fails to seek such protective order or waiver within thirty (30) days of written notice from THE GROUP under this subparagraph (d), or HINES fails to otherwise promptly pursue such protective order and obtain such a protective order prior to the date THE GROUP is legally compelled or required to disclose the Proprietary Information, then THE GROUP may disclose that portion of the Proprietary Information which it is required or compelled to disclose.

e. Immediately prior to the termination of this Agreement or at any time upon written request of HINES, THE GROUP shall promptly return or destroy, as directed by HINES all Proprietary Information, including all copies thereof in possession of THE GROUP or any of its employees or legal representatives. Upon the request of HINES, THE GROUP shall furnish to HINES a signed affidavit providing assurances as to the return or destruction of the Proprietary Information. Information which is held in electronic form shall be deemed destroyed when deleted from local hard drives so long as no attempt is made to recover such information from backup tapes, servers, or other sources.

f. It is agreed that money damages would not be a sufficient remedy for any breach of the obligations under this Section 13 of this Agreement by THE GROUP or by any of its Representatives. Accordingly, HINES shall be entitled to seek specific performance, injunctive relief, or any other forms of equitable relief as a remedy for any breach of this Agreement by THE GROUP or its Representatives; provided however, that such remedy(ies) shall not be deemed to be the exclusive remedy(ies) for a breach of the obligations under this Section 13 of this Agreement, but shall be in addition to all other remedies available at law or equity. In the event of litigation relating to the obligations under this Section 13 of this Agreement and if HINES prevails, HINES shall be entitled to recover from THE GROUP HINES' reasonable attorneys' fees and costs (whether incurred before or in litigation and upon appeal).

g. Notwithstanding any provision to the contrary, the provisions of this Sections 13 shall survive the termination of this Agreement.

14. MISCELLANEOUS. The following miscellaneous terms shall apply to this Agreement:

a. This Agreement shall be governed in all respects by the laws of the State of Illinois, except to the extent that federal law applies.

b. HINES shall not enter into an incentive payment provision contained in a written contract or any other type of Agreement with a Health Care provider that is based on reimbursement or refund for the SERVICE performed.

c. In the event any provision of this Agreement conflicts with law or if any provision shall be held illegal or unenforceable or partially illegal or unenforceable by a court with jurisdiction over the parties to this Agreement, then such provision shall be construed and enforced to such extent as it may be a legal and enforceable provision, and all other provisions of this Agreement shall be given effect separately therefrom and shall not be affected thereby.

d. The terms of the Agreement, including its Exhibits constitute the entire Agreement between HINES and THE GROUP. This Agreement, including its Exhibits supersedes all prior communications, representations, or Agreements, verbal or written, between HINES and THE GROUP with respect to the subject matter thereof.

e. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned by either party without the written consent of the other.

f. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

g. All notices required or permitted shall be sent certified, courier service or personal service delivery mail with return receipt requested and postage prepaid to:

Judith C. Hines, President
HINES & ASSOCIATES, INC.
14 North Riverside Avenue
St. Charles, IL 60174

and/or

Name: _____, Title: _____
CITY OF STATESBORO
P.O. Box 348
Statesboro, GA 30459

or addresses subsequently furnished in accordance with the terms thereof. All notices will be deemed effective upon receipt.

h. The provisions of section 9, 10, 11, 12, 13 and 14 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the day and year written below.

DATED: _____
HINES & ASSOCIATES, INC.

DATED: _____
CITY OF STATESBORO

BY: _____
JUDITH C. HINES
President

BY: _____
NAME: _____
Title: _____

**EXHIBIT 1
SERVICES AND DEFINITIONS**

Acute Inpatient Review - Medical/Surgical:

This is precertification and concurrent review of the medical necessity of an inpatient admission in an acute care hospital. An admission is classified inpatient when the provider charges an actual "Room and Board" rate, rather than an "Observation" rate for each night the patient is confined.

Acute Inpatient Review - Behavioral Health:

This is precertification and concurrent review for acute hospital confinement for patients with a behavioral health disorder or drug or alcohol abuse. This does not include partial hospitalization, sub-acute or residential treatment programs.

BABESM Critical Care Program:

Specialty high-risk neonatal care management by board certified neonatologist(s) and specialty NICU nurse(s). Service includes peer-to-peer consultations with Hines' perinatologist and attending physician to promote successful outcomes and efficient care.

Behavioral Health Case Management:

The process of working directly with patients, their families, and providers to coordinate the delivery of cost effective, quality care to promote optimal outcomes for patients with acute behavioral health conditions requiring alternative levels of care, such as partial hospitalization and residential care.

Carved-Out Services:

Utilization review and other health care management services provided by a third party vendor under a contractual arrangement with THE GROUP that is separate and distinct from this Agreement.

Carved-Out Services Vendor:

A third party vendor which provides a subset of utilization review and health care management services similar or substantially similar to HINES under a contractual arrangement with THE GROUP.

Case Management Prescreen:

An evaluation of the merits of the case to determine if active case management will likely result in cost savings to the health plan. This prescreen includes a review of notifications and may include review of diagnostic code and/or contact with the patient, provider and/or claim payer.

Claim Payer:

A designation given to those professionals who review and adjudicate medical, dental, and/or disability claims. Designated by THE GROUP to act on their behalf.

Concurrent Review:

The process of validating the medical necessity and appropriateness of continued acute inpatient stay after the initial certification has expired.

Consultant:

An agent or broker designated by THE GROUP to consult on their behalf with regard to securing benefits, insurance, claims payer, managed care SERVICES or other SERVICES as designated by THE GROUP.

Covered Person:

Any person satisfying the plan definition of a covered person under a specific plan or policy for whom health insurance benefits are provided in whole or in part by THE GROUP. Covered Persons whose primary coverage is to be provided by another health program, Medicare or Workers' Compensation will not be included in the category of Covered Persons for which SERVICES are performed.

Dialysis Case Management:

The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients needing dialysis for end stage renal disease.

Discharge Planning:

The process of anticipating home or aftercare needs of patients confined in the hospital. Aftercare services anticipated lasting more than one to two weeks or what requires onsite evaluation or coordination of multiple services or complex treatment plans are handled through case management. Case management handles all discharge planning when the case is open to case management for continuity.

Durable Medical Equipment:

Equipment (generally have an HCPCS DME code) that can be repeatedly used, is primarily and customarily used to serve a medical purpose, generally is not useful to a person in the absence of illness or injury, and is appropriate for use at home. Examples include hospital beds, wheelchairs, and oxygen equipment. This does not include orthotics or prosthetics

External Appeals:

A peer review that is performed by an entity that is not associated with THE CLAIM PAYER or HINES.

Health Care Provider:

An organization that provides Health Care services for or on behalf of a claimant.

Health Insurance Portability and Accountability Act of 1996 (HIPAA):

A federal law establishing certain standards that parties intend to satisfy including requirements of the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and codified at 45 C.F.R. parts 160 and 164 (Privacy Rule) to the extent applicable to each party and as may be amended from time to time.

Hospice:

A service designed to provide supportive care to the terminally ill. Generally the services, including skilled nursing visits, certified nursing assistants for personal care, therapists for evaluation and teaching, medical social workers, volunteer and clergy visits are home based, however many home hospice agencies do have agreements with inpatient facilities to provide respite or skilled care when needed.

Hospital Admission:

Acute level inpatient care with assignment to room and bed, not outpatient or observation care unit.

Large Case Management:

The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients with catastrophic conditions.

Large Case Management Identification:

The process of screening potentially catastrophic cases to determine if case management can positively impact the cost or health outcome for the patient.

Medical Peer Review:

Peer Review services include all reviews done by a HINES physician panelist for medical necessity of transplant services and any other questions requested by the payer to assist with claims determinations, including but not limited to necessity of services not reviewed under UR, coding or billing issues and opinions. An additional fee is charged and a written report is provided.

Medically Necessary:

Services or items reasonable and necessary for the diagnosis or treatment of illness or injury according to accepted standards of medical practice.

Network Channeling:

Part of the precertification process by which the UR team educates the provider or patient to the benefits of utilizing a network provider, upon request for precertification of services at a non-network facility.

Nominal Defendant:

A nominal defendant shall refer to Contractor's participation in a lawsuit by being named as a defendant not because any specific relief is requested against Contractor and/or not because Contractor is liable in damages under any applicable and tested legal theory, but because Contractor is connected with subject-matter giving rise to the lawsuit.

Nurse Consultation:

Review of claims or requests for services for medical necessity or cost effectiveness as requested by THE CLAIM PAYER, onsite evaluations and shock loss reports.

Observation Confinement:

An observation confinement is a short stay in an acute care hospital where the patient is observed to determine the need for full inpatient admission. These confinements are generally 23 hours in length or less and billed by the facility at less than the normal room & board rate.

Oncology Case Management:

The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients with cancer.

Outpatient Behavioral Health Review:

The process of reviewing non-acute levels of care, where the condition does not require an acute inpatient stay. This review includes partial hospitalization programs (PHP), also referred to as day hospitals. Treatment usually is six hours per day and at least five days per week. This level is usually used post-acute inpatient to transition the patient to home in a structured level of care. This review also includes intensive outpatient treatment (IOP). Usually three hours in the evening. Number of days per week varies from three to six. This is less restrictive than PHP, but gives the patient intense education and therapy. The service can also be used post inpatient for those that do not require the more restrictive, structured PHP. Review may include outpatient therapy sessions. See Exhibit 2 for identified services.

Outpatient Surgical Review:

The process of validating the medical necessity or a proposed outpatient surgical procedure.

Potential Shock Loss Notification:

Written notification to THE CLAIM PAYER only, of potential high dollar claims cases, when such cases are identified and based solely upon the information made available to HINES. Identification is not made based on claim history, but rather on the diagnosis or information made available to HINES regarding the potential treatment plan. By providing this Notification, HINES is not assuming any obligation for THE GROUP or the administrator/THE CLAIM PAYER to notify the MGU/stop loss carrier or reinsurer of a potential high dollar claim. This Notification is sent as a courtesy only and does not imply that HINES is assuming, or intends to assume, any liability for the Notification or the failure to provide such Notification.

Preadmission Review or Precertification or Utilization Review:

The process of validating the medical necessity of a proposed or emergent acute inpatient hospital admission.

Quarterly Data Reports:

Reports compiled from the data accumulated during a given "quarter" reflecting the utilization review activity of a specific employee group or claims administrator. Reports can be customized to meet specific needs of the customer.

Retrospective Review:

The process of validating the medical necessity and appropriateness of a hospital confinement or a procedure after the patient has been confined or the procedure has been completed. Retrospective reviews are generally done by medical record review. Retrospective reviews for dates of service prior to the contract start date or after the member or group has terminated will be charged hourly.

Skilled Nursing Facility:

An institution or distinct part of an institution designed for the person who needs short-term, comprehensive inpatient care following an acute illness, injury, exacerbation of an existing disease process, or post operative care. The patient must require the services on a daily basis, the care must be prescribed by a physician, and must require the skills of qualified technical or professional health personnel.

Service Agreement Exhibits

The Exhibits to the Agreement, whereby THE GROUP agrees to pay HINES its fee in exchange for receiving the SERVICES described herein.

Stop Loss Research Report:

A prospective detailed report that anticipates Health Care needs and estimates the cost of expected services over a designated period of time, for a specific enrollee with a specific diagnosis. This report is provided at an additional fee.

Transplant Case Management:

The process of working directly with patients, their families and their physicians to coordinate the delivery of cost-effective, quality care to promote optimal outcomes for patients with organ transplant conditions.

**EXHIBIT 2
CITY OF STATESBORO**

This Exhibit of the Service Agreement is effective beginning January 1, 2018.

\$2.05 Utilization Review Per Employee Per Month Billing**

Acute Inpatient Medical/Surgical and Behavioral Health Review
- Preadmission Review Large Case Management Identification
- Concurrent Review Network Channeling
- Retrospective Review Quarterly Data Reports
Discharge Planning Support
Outpatient Surgical Review except procedures done in doctor's office
Skilled Nursing Facility
Behavioral Health Residential Stays

The following SERVICES are billed at the hourly Large Case Management fee OR hourly Specialty Case Management fee: Any Treatment in a Specialty Center, Chemotherapy, Dialysis, Durable Medical Equipment over \$500, HBOT, Inpatient Hospice, Radiation. All Physician Reviews are billed at the hourly Physician Review fee.

REPORTING:

- Quarterly Reports Included
- Ad Hoc Reports – Varying Pricing

OTHER SERVICE FEES AS OF January 1, 2018:

- **Large Case Management fee (in 10 minute increments)–\$125.00 per hour**
If at any point a physician review is required, SERVICES will be charged at the current Physician Review Fee rate. Charges for record acquisition will be passed through to THE GROUP/THE CLAIM PAYER.
- **Stop Loss Research Report fee (in 10 minute increments)–\$135.00 per hour**
- **Nurse Consultation fee (in 10 minute increments)–\$135.00 per hour**
- **Physician Review fees (in 15 minute increments)–\$450.00 per hour**
Includes Peer Review for medical necessity with a minimum 30 minute charge; Appeals; Retrospective Reviews requiring a Physician review and/or any other Physician Consultation. Charges for record acquisition will be passed through to THE GROUP/THE CLAIM PAYER with a minimum 30 minute charge.

SPECIALTY CASE MANAGEMENT SERVICE FEES AS OF January 1, 2018:

- **BABESM Critical Care Neonatal Case Management fee (in 10 minute increments)–\$135.00 per hour**
- **Dialysis Case Management fee (in 10 minute increments)–\$135.00 per hour**
- **High Risk Obstetrical Case Management fee (in 10 minute increments)–\$135.00 per hour**
- **Oncology Case Management fee (in 10 minute increments)–\$135.00 per hour**
- **Behavioral Health Case Management fee (in 10 minute increments)–\$135.00 per hour**
- **Transplant Case Management fee (in 10 minute increments)–\$135.00 per hour**

RECORD ACQUISITION

Charges for record acquisition from a provider or record company will be passed through.

****These are the contracted SERVICES as relayed to HINES.
Any additional SERVICES included in the plan document may affect the pricing structure.**

**THE GROUP agrees to notify HINES of any changes
in Stop Loss carrier, broker, consultants and/or plan documents.**

On behalf of THE GROUP, I acknowledge the SERVICES, fees and term of this Service Agreement.

Name: _____, Title: _____
CITY OF STATESBORO

Date

UnitedHealthcare Insurance Company
Specified Disease Organ Tissue and Transplant Policy
Application for Transplant Insurance

The undersigned Applicant requests the Transplant Insurance Benefits shown herein and provided by UnitedHealthcare Insurance Company, and agrees to be bound by the terms and provisions of the Transplant Insurance Policy.

Section 1: APPLICANT INFORMATION

Full Legal Name of Applicant: City of Statesboro

Street Address: PO Box 348

City: Statesboro State: GA Zip: 30459 Tax ID Number:

Contact Person: Jeff Grant Telephone No: 912-764-5468 Fax No.

Email Address: Jeff.Grant@Statesboroga.gov

Requested Effective Date: 1/1/2018 First Renewal Date: 1/1/2019

Company is: Corporate Partnership Trust Association
 Company is: ERISA ERISA exempt plan ERISA Health Plan Number:

Note: In the state of Georgia, applicant's major medical group health plan must be self-funded in order for applicant to be considered for application.

Section 2: PLAN ADMINISTRATOR / TPA

Name of Plan Administrator / TPA:

Address: ___ City: ___ State: ___ Zip:

Contact Name:

Phone: ___ Email Address:

Financial / Accounts Payable Contact Name:

Phone: ___ Email Address:

Section 3: CASE MANAGEMENT

Case Management Company:

Address: ___ City: ___ State: ___ Zip:

Contact Name:

Phone: ___ Email Address:

Section 4: ELIGIBILITY INFORMATION

Total number of full time employees: ___ Total number of employees enrolled in the medical plan:
 Does the group meet the definition of large group in the situs state? Yes No

Section 5: PREMIUMS

All premiums are due on the first day of the calendar month of insurance.

Premium Rates:

Employee Only:	\$4.97	Number covered:	= \$
Employee + One:		Number covered:	= \$
Employee + Spouse:		Number covered:	= \$
Employee + Children:		Number covered:	= \$
Employee + Family:	\$11.92	Number covered:	= \$
Composite:		Number covered:	= \$

Rates Include Commission: 0%

Initial Month Premium: = \$

It is understood and agreed that the Transplant Insurance will become effective on the date requested only if this Application is accepted. The Applicant agrees to transmit the total premiums for this insurance to UnitedHealthcare Insurance Company when due. The Applicant declares to the best of its knowledge and belief that statements and answers on this Application are complete and true.

GROUP SIGNATURE (form must be signed)

Group Authorized Person's Name:	Title:
Group Authorized Person's Signature:	Date:

AGENT INFORMATION

Agency Name:		
Agent Name :	License Number:	
Agent Signature:	Date:	
Street Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	Email Address:

Send completed Application with binder check to:

**UnitedHealthcare Insurance Company
Optum – Managed Transplant Program
11000 Optum Circle
MN101-W800
Eden Prairie, MN 55344**

FRAUD WARNING NOTICES: (Please review the notice that applies in your state)

For residents of all other states: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

AMERICAN NATIONAL LIFE INSURANCE COMPANY OF TEXAS

One Moody Plaza • Galveston, Texas 77550
(herein called the "Reinsurer")

APPLICATION FOR EXCESS LOSS REINSURANCE

Company: **City of Statesboro** Proposal Date: **12/8/2017**
Address: **50 East Main St.** Treaty Inception Date: **1/1/2018**
Treaty Expiration Date: **12/31/2018**
Treaty Number: **2017ANTEXMRS9807**
City: **Statesboro** State: **GA** Zip Code: **30459**

Application is hereby made for a reinsurance Treaty as specified below, subject to approval by the Reinsurer. Coverage is only applicable to the category for which a retention amount is shown, and such retention amount is applicable only to the Treaty Period. If the Treaty is renewed, the retention amounts for subsequent Treaty Periods will be determined annually by the Reinsurer, and a new Application will be signed. If no retention amount is shown, coverage is not provided for that category.

(A) SPECIFIC EXCESS COVERAGE— **Medical/RX Card**

- 1) Specific Retention Amount per Covered Person for the Treaty Period \$ 60,000
EXCEPT For: Kathryn York = \$100,000
- 2) Reimbursement Factor: Percent of payments in excess of the Specific Retention Amount 100 %
- 3) Specific Maximum Limit per Covered Person \$ 2,000,000
- 4) Treaty Payment Basis
 - Incurred on or after the Inception Date of the Treaty Period and Paid within the Treaty Period
 - Incurred within the Treaty Period and Paid within the Treaty Period plus 3 months following the Expiration Date of the Treaty Period
 - Paid within the Treaty Period
 - Paid within the Treaty Period, with Claims limited to those incurred months prior to the Treaty Inception Date and to \$ per Covered Person
- 5) Specific Excess Loss Premium Rates Payable for the Treaty Period
Payment Mode:
 - Monthly Annually

<u>Covered Unit</u>	<u>Number of Units</u>
<input checked="" type="checkbox"/> Single \$ <u>57.47</u>	<u>109</u>
<input checked="" type="checkbox"/> Family \$ <u>187.06</u>	<u>143</u>
<input type="checkbox"/> Composite \$ <u> </u>	<u> </u>
- 6) Minimum Reinsurance Treaty Period Specific Stop Loss Premium \$ 396,166

(B) AGGREGATE EXCESS COVERAGE - NONE

1) Coverages of the Benefit Plan to be included:

Medical Dental Short Term Disability Vision
 Prescription (pre-paid) Card Service (included in medical if shown on proposal)
Through _____
(Name of Service Company)

2) Monthly Aggregate Retention Amount Factor:

	Medical	Dental	STD	Other
Single	\$ _____	\$ _____	\$ _____	\$ _____
Family	\$ _____	\$ _____	\$ _____	\$ _____
Composite	\$ _____	\$ _____	\$ _____	\$ _____

3) Number of Initial Covered Units:

	Medical	Dental	STD	Other
Single	_____	_____	_____	_____
Family	_____	_____	_____	_____
Composite	_____	_____	_____	_____

4) Estimated Initial Annual Aggregate Retention Amount \$ _____

5) Minimum Annual Aggregate Retention Amount \$ _____

6) Percentage Applicable to Minimum Annual Aggregate Retention Amount _____%

7) Reimbursement Factor: Percent of payments in excess of the Annual Aggregate Retention Amount _____%

8) Maximum Limit of Reimbursement Liability \$ _____

9) Benefit Payment Basis

- Incurred on or after the Inception Date of the Treaty Period and Paid within the Treaty Period
- Incurred within the Treaty Period and Paid within the Treaty Period plus _____ months following the Expiration Date of the Treaty Period
- Paid within the Treaty Period
- Paid within the Treaty Period, with claims limited to those incurred _____ months prior to the Treaty Inception Date and to \$ _____.

10) Composite Monthly Aggregate Premium Rate Per Employee Per Month \$ _____ PEPM

11) Aggregate Accommodation Option Yes No \$ _____ PEPM

12) Aggregate Terminal Liability Option Yes No \$ _____ PEPM

13) Total Aggregate Premium \$ _____ PEPM

Aggregate Premium Payment Mode: Monthly Annually

(C) PERSONS TO BE COVERED—Unless otherwise indicated and approved by the Reinsurer, this Treaty covers employees who are Actively at Work and dependents who are not hospital confined. This Treaty is not intended to cover persons who cannot meet a “normal life activity” requirement whether a covered employee/dependent, retired employee or COBRA beneficiary. Disabled persons are excluded unless disclosed and endorsed on the Qualification of the Offer.

Application is made to cover:

	Yes	No
Retired Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COBRA Beneficiaries	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Disabled Persons	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(D) THIRD PARTY ADMINISTRATOR OF THE PLAN

Name: Taylor Benefit Resource

Address: 164 Commerical Drive

City/State/Zip: Thomasville, GA 31758

Telephone: (229) 225-9943

(E) MANAGING GENERAL UNDERWRITER (MGU)

Name: Monumental Risk Strategies, LLC

Address: 8445 Freeport Parkway, Suite 260

City/State/Zip: Irving, TX 75063

Telephone: (214) 295-4150

(F) DEPOSIT

A Deposit of \$ _____ is enclosed to apply toward Applicant’s obligations under this Treaty.

This Application and attached Qualification of the Offer (if any) are an integral part of this Treaty.

Signed at _____

Applicant (correct legal name)

Date _____

By (Officer’s name and title)

Applicant’s Agent of Record



City of Statesboro

Census Information

SINGLE	109
FAMILY	143
TOTAL	252

	Current Cabot	Renewal Cabot	Eastern Benefits	Monumental Risk	DHR Mang
<u>Insurance Carrier</u>	<u>National Health</u>	<u>National Health</u>	<u>Gerber Life</u>	<u>American National</u>	<u>Fidelity Security</u>
Specific Deductible	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Specific Contract	12/15	12/15	12/15	12/15	12/15
Aggregate Contract					

PREMIUM

Single	64.43	69.72	81.47	57.47	64.10
Family	173.25	181.92	179.23	187.06	208.61

STOP LOSS PLACEMENT FEE

	8.00	8.00	8.00	8.00	8.00
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TRANSPLANT POLICY

Single	4.87	4.97	4.97	4.97	4.97
Family	11.69	11.92	11.92	11.92	11.92

ADMINISTRATION FEES

Admin - Medical	11.00	11.00	11.00	11.00	11.00
Admin - Dental	1.00	1.00	1.00	1.00	1.00
Admin - COBRA	0.00	0.00	0.00	0.00	0.00
Admin - Flex	0.85	0.85	0.85	0.85	0.85
Precert	2.05	2.05	2.05	2.05	2.05
PPO	0.00	0.00	0.00	0.00	0.00
BROKER	4.00	4.00	4.00	4.00	4.00
Mo. Agg Accommodation	0.00	0.00	0.00	0.00	0.00

Total Annual Administration	57,163.20	57,163.20	57,163.20	57,163.20	57,163.20
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AFFORDABLE CARE ACT

Transitional Reinsurance Fee	12196.35	0.00	0.00	0.00	0.00
PCORI Fee	1303.64	1297.24	1297.24	1297.24	1297.24
	13500.03	1297.24	1297.24	1297.24	1297.24

Total Stop Loss / Admin Fixed Cost	502,856.67	512,976.40	523,729.36	505,773.64	551,425.48
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LASERS

CLEARED	York: \$125k	York: \$125k	York: \$100k
	Thomas: \$125k	Lester: \$100k	
	Lee: \$70k	Thomas: \$75k	
	Tremble: \$100k	Lee: \$75k	



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Randy Wetmore, City Manager

FROM: Mike Broadhead, Chief of Police

CC: Jeffery Grant, Director of Human resources

DATE: January 2, 2018

RE: Consideration to staff new police community office with two part-time clerks

POLICY ISSUE: Hiring additional employees

RECOMMENDATION: That Council approve hiring two part-time clerks to staff the new police community office (substation). The two new positions will “job-share” the role as office clerk during the pilot project.

BACKGROUND: Recently Council agreed to provide funding for a pilot project that involves placing a community police station near the GSU football stadium over the next 18 months. The idea is to have a more permanent police presence in the neighborhood and make access to the police more convenient for people living and working in that area. Staff has discussed ways to make this project as successful as possible. We are requesting that Council authorize two additional, part-time employees to job-share the clerk’s duties at the new station. This would allow for a 40 hour per week presence at the station (hours to be determined) to facilitate walk-in traffic from citizens wishing to conduct business with the police department. We would ensure that each potential employee is informed of the length of the project and that there are no guarantees of continued employment after 18 months depending on the results of the community station’s impact on the neighborhood. Staff feels that employing two part-time clerks rather than one full time clerk is more cost effective (considering it is a pilot project) and allows for more flexibility in scheduling.

BUDGET IMPACT: The two new, part-time employees would fit under the job description Admin Clerk and would be hourly employees (no benefits) at grade 104 (consistent with the pay plan). This grade starts at a wage of \$12.73/hour. Costs associated with these employees would be drawn from the new millage rate. They are not currently accounted for in the budget but would be added to the FY18-19 budget if approved by Council.

COUNCIL DISTRICT: All

Attachments: Resolution

**RESOLUTION 2018-01: A RESOLUTION AMENDING THE JOB
POSITION CLASSIFICATION AND COMPENSATION PLAN**

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

WHEREAS, in order to accomplish this the Mayor and City Council previously have adopted a new Job Position Classification and Compensation Plan on April 5, 2017; and

WHEREAS, the City Manager has made a recommendation to create two part-time Administrative Clerk positions in the Police Department.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled this 2nd day of January, 2018 as follows:

Section 1. That the Job Position Classification and Compensation Plan, which includes a list of job titles and pay grades; a grade and step pay matrix; and written job descriptions for each position with City government, previously adopted on April 5, 2017, and as subsequently amended, is hereby further amended as follows:

- That the Police Department is creating two part-time Administrative Clerk positions at pay grade of 104; Utilize existing Job Description.

Section 2. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Passed and adopted this 2nd day of January 2018.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Sue Starling, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

To: Mayor and Council

From: Cindy S. West, Director of Finance

Date: 12/28/2017

RE: Budget Amendment

Policy Issue: In order to revise the FY2018 Budget, a budget amendment resolution is required per the City's Financial Polices.

Recommendation: Amend Fiscal Year 2018 Budget.

Background: Increase property tax revenue due to the millage rate increase adopted in September 2017 and increase the police departments' budget an equal amount.

Budget Impact: Revenues and expenditures increase equally.

Council Person and District: All

Attachments: Resolution approving the First Budget Amendment for FY2018

RESOLUTION 2018-02: A RESOLUTION TO ADOPT THE FIRST AMENDMENT TO THE FISCAL YEAR 2018 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING APPROPRIATED

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

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

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

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

WHEREAS, the Mayor and City Council wish to adopt this First Budget Amendment for Fiscal Year 2018;

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

Section 1. That the proposed changes to the budget, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the First Budget Amendment for the City's Fiscal Year 2018 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 2nd day of January, 2018.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Sue Starling, City Clerk

ATTACHMENT #1

FY 2018 FIRST BUDGET AMENDMENT

100 General Fund:

- Increase in Revenues for Property Taxes by \$647,434.
- Increase the Expenditures for Regular Employees in the Police Administration Bureau by \$13,000.
- Increase the Expenditures for FICA in the Police Administration Bureau by \$1,000.
- Increase the Expenditures for Retirement in the Police Administration Bureau by \$800.
- Increase the Expenditures for Workers Compensation in the Police Administration Bureau by \$510.
- Increase the Expenditures for Life and Disability in the Police Administration Bureau by \$130.
- Increase the Expenditures for Overtime in the Police Administration Bureau by \$1530.
- Increase the Expenditures for Regular Employees in the Support Services Bureau by \$48,400.
- Increase the Expenditures for FICA in the Support Services Bureau by \$3,710.
- Increase the Expenditures for Retirement in the Support Services Bureau by \$390.
- Increase the Expenditures for Workers Compensation in the Support Services Bureau by \$1,890.
- Increase the Expenditures for Life and Disability in the Support Services Bureau by \$65.
- Increase the Expenditures for Overtime in the Support Services Bureau by \$5,765.
- Increase the Expenditures for Regular Employees in the Investigations Bureau by \$65,000.
- Increase the Expenditures for FICA in the Investigations Bureau by \$5,000.
- Increase the Expenditures for Retirement in the Investigations Bureau by \$3,900.
- Increase the Expenditures for Workers Compensation in the Investigations Bureau by \$2,540.
- Increase the Expenditures for Life and Disability in the Investigations Bureau by \$700
- Increase the Expenditures for Overtime in the Investigation Bureau by \$13,000.
- Increase the Expenditures for Regular Employees in the Patrol Bureau by \$239,000.
- Increase the Expenditures for FICA in the Patrol Bureau by \$18,300.
- Increase the Expenditures for Retirement in the Patrol Bureau by \$14,500.
- Increase the Expenditures for Workers Compensation in the Patrol Bureau by \$9,400.
- Increase the Expenditures for Life and Disability in the Patrol Bureau by \$2,500.
- Increase the Expenditures for Overtime in the Patrol Bureau by \$79,459

- Increase the Expenditures for Rent in the Police Administration Bureau by \$15,000.
- Increase the Expenditures for Contracted Services in the Police Administration Bureau by \$5,000.
- Increase the Expenditures for Uniforms in the Support Services Bureau by \$1,000.
- Increase the Expenditures for Furniture and Fixtures in the Police Administration Bureau by \$5,000.
- Increase the Expenditures for Computers in the Police Administration Bureau by \$3,000.
- Increase the Expenditures for Equipment in the Police Administration Bureau by \$15,000.
- Increase the Expenditures for Miscellaneous in the Police Administration Bureau by \$25,000.
- Increase the Expenditures for General Supplies and Materials in the Police Administration Bureau by \$5,000.
- Increase the Expenditures for Office Supplies in the Police Administration Bureau by \$5,000.
- Increase the Expenditures for Telephone in the Police Administration Bureau by \$1,000.
- Increase the Expenditures for R&M Computers in the Police Administration Bureau by \$1,945.
- Increase the Expenditures for Uniforms in the Patrol Bureau by \$10,000.
- Increase the Expenditures for Gasoline in the Patrol Bureau by \$25,000.
-

Net effect on Fund is: None.

210 Confiscated Assets Fund:

- No Changes.

Net effect on Fund is: None.

221 CDBG Fund:

- No Changes.

Net effect on Fund is: None.

224 US Department of Justice Grant:

- No Changes.

Net effect on Fund is: None.

250 Multiple Grants Fund:

- No Changes.

Net effect on Fund is: None.

251 America's Best Communities Grant Fund:

- No Changes.

Net effect on Fund is: None.

270 Statesboro Fire Service Fund:

- No Changes.

Net effect on Fund is: None.

275 Hotel/Motel Fund:

- No Changes.

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

286 Technology Fee Fund:

- No Changes.

Net effect on Fund is: None.

322 2007 SPLOST Fund:

- No Changes.

Net effect on Fund is: None.

323 2013 SPLOST Fund:

- No Changes.

Net effect on Fund is: None.

342 2016 CDBG Fund:

- No Changes.

Net effect on Fund is: None.

350 Capital Improvements Program Fund:

- No Changes.

Net effect on Fund is: None.

505 Water and Sewer Fund:

- No Changes.

Net effect on Fund is: None.

506 Reclaimed Water System Fund:

- No Changes.

Net effect on Fund is: None .

507 StormWater 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:

Commercial Division

- No Changes.

Residential Division

- No Changes.

Rolloff Division

- No Changes.

Yardwaste Division

- No Changes.

Net effect on Fund is: None.

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:

- No Changes.

Net effect on Fund is: None.

603 Workers Compensation Fund:

- No Changes.

Net effect on Fund is: None.

604 Wellness Fund:

- No Changes.

Net effect on Fund is: None.

605 Central Service Fund:

- No Changes.

Net effect on Fund is: None.



The City of Statesboro Health and Life Benefits Review Dated 12/14/2017

Presented by; Michael Mark

The City of Statesboro concerning matters relating to recent Health and Life benefit decisions engaged Michael Mark to provide Health and Life benefit recommendations



The City of Statesboro

Health and Life benefit recommendations

Presented by; Michael Mark

The following information was reviewed to provide complete and thorough recommendations:

- 1. City of Statesboro Request for Qualifications (RFQ) Broker Services released on July 23, 2017 which encompasses all the specifications (scope of work, statement of qualifications, criteria for evaluation etc.) that were used to evaluate proposals and necessary to reevaluate proposals*
- 2. Request for Qualifications (RFQ) submissions from brokers selected as finalists*
- 3. Documents provided during onsite Request for Qualifications (RFQ) Presentations*

Analysis

- A. The three Request for Qualifications (RFQ's) were reviewed in comparison to meeting the RFQ requirements. The three proposals were ranked accordingly as to the of quality of presentation and submitted requested material, and completeness.

Below are the rankings;

1. Shaw Hankins
2. Glen Davis and Associates
3. Capstone

- B. The three RFQ's were reviewed for ability to deliver stated requested capabilities.

Below are the rankings;

1. Shaw Hankins
2. Glen Davis and Associates
3. Capstone



C The three RFQ's were reviewed for price quotation. *

Below are the rankings;

1. Glen Davis and Associates, \$18.05 PMPM plus commissions (GD&A - \$4.00 PMPM, TBR - \$14.05 PMPM)
2. Capstone, \$19.29 PMPM plus commissions
3. Shaw Hankins, \$25.00 PMPM plus commissions, plus \$7.50 per 1095-C

*Note: RFQ quotes were computed for comparative and ranking purposes

D. The three RFQ's were reviewed for experience working with Municipalities. Shaw Hankins has greater experience working with Municipalities. However, Glen Davis and Associates is the incumbent, the assumption here is that Glen Davis and Associates has the most experience working with The City of Statesboro and its employees.

Below are the rankings;

1. Glen Davis and Associates
2. Shaw Hankins
3. Capstone

E. The Three RFQ's were reviewed for innovative approaches for managing health care cost and quality. This includes the use of Telemedicine and Patient Population methodologies.

Below are the rankings;

1. Shaw Hankins
2. Glen Davis and Associates
3. Capstone

F. The Three RFQ's were reviewed for regulatory support

Below are the rankings;

1. Shaw Hankins
2. Glen Davis and Associates
3. Capstone



Assessment

I have reviewed the three RFQ's using the criteria listed above. It is my opinion Shaw Hankins presented the superior RFQ. The quality and attention to detail of Shaw Hankins response exceeded the RFQ's presented by Glen Davis and Associates and Capstone. Glen Davis and Associates pricing and being positioned as the incumbent, also puts them in a position of consideration. In my review I found Capstone response not being as competitive as both Glen Davis and Associates and Shaw Hankins.

My review indicated that each Bidder possessed varying degrees of technology. The incorporation of current technology is important for managing health care today and in the future.

It will be critical for City of Statesboro to be working with a vendor that is able to provide the most sophisticated analytical tools available. Of the three RFQ's submitted Shaw Hankins appears to be most advanced and is currently supported by TeleDoc, a telemedicine solution.

In The City of Statesboro decision making process it will be important to consider the impact of the cost of change and the acceptance of change by the City's Officers, employees and other stakeholders.

It is my experience the impact of change will have an impact on the success of achieving The City of Statesboro's stated objectives. It will be important for the company selected to focus and plan for the management of change. For this reason, Glen Davis and Associates is better positioned since they are the incumbent. If the experience with Glen Davis and Associates has been positive with assisting The City of Statesboro with controlling cost, managing and controlling utilization, client servicing, and plan design, they would be the company of choice. However, if there have been issues in any of the fore mentioned areas, and a dissatisfaction with Glen Davis and associates meeting The City of Statesboro's health and life benefit objectives, it is recommended that Shaw Hankins be considered as your vendor of choice. Shaw Hankins RFQ presented a very defined process for managing and implementing the stated objectives of The City of Statesboro.

Of major importance will be selecting the vender who will assist The City of Statesboro with developing its health care and life goals for the next 5 years. Other considerations would be to select a vender that would establish defined targets and objectives.



Additional considerations are how effectively and efficiently will the vendor address the dynamic health care financing and medical delivery changes being experienced. The vendor of choice will be required to be flexible and responsive to these changes:

- Telemedicine/ in home monitoring
- Telemental health
- Integrated Medical and Mental healthcare
- Transitional Care that includes out patient surgery centers, medical professional house calls, skilled nursing/rehab care, home care
- Narrow Networks
- Medical Tourism
- Incorporation of Accountable Care Organizations in the benefit plan
- Incorporation of the patient centered medical home model of delivery

Recommendation

The following recommendation is being provided to The City of Statesboro. Without regard to the position of the incumbent it is recommended after review of the materials presented that Shaw Hankins be selected as vendor of choice. This recommendation is based upon three requirements;

- A. That Shaw Hankins willingness to discuss further its ability to provide an innovative approach to managing present and future cost containment and quality approaches
- B. It's willingness to negotiate a price more in line with the two other RFQ's
- C. The City of Statesboro's willingness to move away from Glen Davis and Associates. This will be dependent upon current satisfaction with Glen Davis Associates current performance. If The City of Statesboro Officers, employees and other stakeholders are satisfied with Glen Davis and Associates, I question the need to change vendors in the short run.

CITY OF STATESBORO



COUNCIL

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

Jonathan M. McCollar, Mayor
Randy Wetmore, City Manager
Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

Memorandum

To: Mayor and City Council

From: Randy Wetmore, City Manager and Darren Prather

Date: January 2, 2018

RE: Property, Liability and Workers Comp Insurance RFQ

Policy Issue: Should the City Council direct staff to proceed with conducting the Request for Proposals as in the past, or engage a consultant to conduct the process from initiation to completion.

Recommendation: Staff recommends Council select one of the methods mentioned in the Background section of this Memorandum. The extension of these insurance coverages presently are in place to only until June 30, 2018. It is incumbent that we get the RFQ published and out to potential vendors as soon as possible.

Background: This item was on the December 5, 2017 Council Agenda under Discussion.

There are different methods that can be utilized in acquiring services and coverages. Two that could be used include (1) have staff send out the RFQ and review the submittals, interview vendors and make a recommendation. This is what has been done in the past, (2) would be to employ a consultant to conduct the process from selecting the carrier and the insurance agencies to service the accounts.

Budget Impact: None

Council Person and District: All

Attachments:

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: December 28, 2017

RE: January 2, 2018, City Council Agenda Items

Policy Issue: Consideration of Jan J. Moore's resignation as City appointee on TAD Advisory Committee.

Recommendation: Mayor and Council consider acceptance of Jan J. Moore's resignation from TAD Advisory Committee.

Background: Jan J. Moore was nominated and appointed to TAD Advisory Committee by Council on November 21, 2017. Mrs. Moore tendered a resignation regarding her position as TAD Advisory Committee member on January 2, 2018.

Budget Impact: None

Council Person and District: N/A

Attachments: Resignation letter from Jan J. Moore.



Sue Starling <sue.starling@statesboroga.gov>

Fwd: Resignation

1 message

Robert Cheshire <robert.cheshire@statesboroga.gov>

Wed, Dec 27, 2017 at 4:08 PM

To: Leah Harden <leah.harden@statesboroga.gov>

Cc: Randy Wetmore <randy.wetmore@statesboroga.gov>, Sue Starling <sue.starling@statesboroga.gov>

Leah, for the Council agenda package.

Robert Cheshire, PE
Deputy City Manager

City of Statesboro
P.O. Box 348
Statesboro, GA 30459
(912) 764-0683

----- Forwarded message -----

From: **Jan Moore** <jan.moore@statesboroga.gov>

Date: Wed, Dec 27, 2017 at 3:37 PM

Subject: Resignation

To: Randy Wetmore <randy.wetmore@statesboroga.gov>, Robert Cheshire <robert.cheshire@statesboroga.gov>

December 27, 2017

Dear Mr. Wetmore and City Council,

Please accept this email as my resignation from the City of Statesboro TAD Advisory Committee. Again, I am flattered by the faith placed in me to serve, but will be unable to do so at this time. My best to all going forward.

Sincerely,

Jan Moore
Mayor, City of Statesboro

--
Jan J. Moore
Mayor

City of Statesboro
P.O. Box 348
Statesboro, GA 30459
912.481.0223 (Cell)

CITY OF STATESBORO

COUNCIL

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Sam Lee Jones
Jeff B. Yawn
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Robert Cheshire, Deputy City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

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

From: Cain Smith, City Attorney

Date: December 28, 2017

RE: January 2, 2018, City Council Agenda Items

Policy Issue: Pursuant to Sec 3.8.1 of City's TAD Intergovernmental Agreement with Bulloch County, upon resignation of a member of the TAD Advisory Committee the applicable governing authority shall make an appointment to fill the vacancy within sixty calendar days of vacancy.

Recommendation: Mayor and Council consider nomination and appointment of TAD Advisory Committee member to replace Jan J. Moore.

Background: Jan J. Moore was nominated and appointed to TAD Advisory Committee by Council on November 21, 2017. Mrs. Moore resigned her position as TAD Advisory Committee member on January 2, 2018.

Budget Impact: None

Council Person and District: N/A

Attachments: Section 3.8.1 of TAD IGA with Bulloch County.

3.8.1 The City agrees to designate a TAD Advisory Committee, which body will review all Projects prior to their consideration for approval by the Statesboro City Council. Members of the TAD Advisory Committee shall include six (6) members. Three (3) of the members shall be appointed by the Mayor and City Council of Statesboro, and three (3) of the members shall be appointed by the Bulloch County Board of Commissioners. All appointments shall be made within ninety (90) days of the Effective Date of this Agreement, and members of the TAD Advisory Committee shall serve until their successors are appointed. The governing authority that appointed a member may remove the member from the TAD Advisory Committee at any time, with or without cause. If a seat on the TAD Advisory Committee becomes vacant, whether through removal, resignation, disability, death or some other reason, the applicable governing authority shall make an appointment to fill the vacancy no later than sixty (60) calendar days after the vacancy occurs. A majority of the members of the TAD Advisory Committee shall constitute a quorum at any meeting. No official action may be taken by the TAD Advisory Committee unless a quorum is present at the time the action is taken.