



**May 06, 2014 9:00 a.m.**

1. Call to Order by Mayor Jan Moore
2. Invocation and Pledge of Allegiance by Councilman Travis Chance
3. Recognitions/Public Presentations:
  - A) Mayor to recognize the Finance Department for receiving the Distinguished Budget Award for FY 2014.
  - B) Director of DSDA Allen Muldrew would like to make an announcement regarding the TAD Program.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 04-14-2014 Budget Retreat Minutes
    - b) 04-15-2014 Council Minutes
    - c) 04-15-2014 Executive Session Minutes
  - B) Notification of alcohol license application:
    - a) Licensee: James Bennett Lanier Jr  
DBA: Locos Grill & Pub  
Location: 91 Briarwood Lane  
Type of Alcohol License: Pouring Beer, Wine & Liquor  
Type of Business: Restaurant
  - C) Notification of alcohol license application:
    - a) Licensee: Kalayanee Raiwa  
DBA: Coconut Thai Cuisine  
Location: 7 College Plaza  
Type of Alcohol License: Pouring Beer, Wine & Liquor  
Type of Business: Restaurant
  - D) Notification of alcohol license application:
    - a) Licensee: Robert Paul Lehman  
DBA: Carmike 12  
Location: 991 Lovett Road  
Type of Alcohol License: Pouring Beer, Wine & Liquor  
Type of Business: Restaurant

- E) Consideration of a Motion to approve the destruction of 230 boxes of records that have met the Georgia State Retention Schedule
- 6. Public Hearing regarding the 2014 Update to the City of Statesboro Comprehensive Master Plan.
- 7. Consideration of a Motion to approve a salary increase from Step A to Step C for three (3) certified Waste Water Operators.
- 8. Motion to consider request by Armstrong Development requesting that the Mayor submit application on behalf of the City of Statesboro to the Georgia Department of Transportation for a median cut in the Veterans Memorial Parkway between Jones Mill Road and Highway 80/ Northside Drive.
- 9. Consideration of a Motion to award an engineering contract to Sapp Engineering for the Natural Gas Expansion Project at US 301 and I-16.
- 10. Request and Consideration for a Motion in support of the City of Statesboro seeking a signal and encroachment permit from the Georgia Department of Transportation for installation at Brampton Avenue and Fair Road and authorization for the Mayor to execute a reimbursement agreement in an amount not to exceed \$110,000 for cost of said signal design and construction.
- 11. Other Business from City Council
- 12. Public Comments (General)
  - A) Mr. Thomas Ward with the Gateway Development Corporation request a Public Presentation regarding the proposed Newport Trace Development to be located on Lester Road and its submission of application to the Georgia Department of Community Affairs for Low Income Housing Tax Credit and/or HOME Investment Partnership Program funding.
  - B) Mr. Marshall Ransom would like to present Council with a petition from the residents of Foxlake Drive requesting the homes to be connected to the City's water/sewer system.
- 13. Consideration of a Motion to enter into Executive Session to discuss "Personnel Matters" "Real Estate" and/or "Potential Litigation" in accordance with **O.C.G.A.§50-14-3 (2012)**
- 14. Consideration of a Motion to approve the employment contract between the Mayor and City Council and the City Attorney.
- 15. Consideration of a Motion to Adjourn



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**CITY OF STATESBORO  
CITY COUNCIL BUDGET RETREAT MINUTES  
APRIL 14<sup>th</sup>, 2014**

A City Council Budget Retreat was held on April 14<sup>th</sup>, 2014 at 9:00 am in the City Hall Council Chambers at 50 East Main St. Statesboro, Georgia. Present was Mayor Jan Moore, Councilmembers: Will Britt, Phil Boyum, Gary Lewis, Travis Chance and John Riggs. Also present was City Manager Frank Parker, City Clerk Sue Starling, City Attorney Alvin Leaphart, City Engineer Robert Cheshire and Director of Community Development Mandi Cody.

The meeting was called to order by Mayor Jan Moore.

Other Department Heads present were:

Director of Water/Wastewater Wayne Johnson, Assistant Director Water/Wastewater Van Collins, Director of Public Safety Wendell Turner, Gas Superintendent Steve Hotchkiss, Senior Assistant City Engineer Jason Boyles, Director of Human Resource Jeff Grant, Director of Purchasing Darren Prather and Finance Director Cindy West.

Also present were other City employees as well as the Statesboro Herald news media.

The meeting consisted of the department heads giving an overview of their budget for FY 2015 which included their CIP Projects as well as goals and priorities, 2014 highlights, budget assumptions and other proposals by the City Manager. Some of the topics were the installation of the fiber optic infrastructure to GSU, risk management certification and projects using SPLOST funds. The meeting ended with the discussion of goals and priorities along with a lengthy discussion of a proposed salary increase for employees for the Fiscal Year 2015 by the Mayor and Council Members.

The meeting was adjourned at 4:30 p.m.

There was no action taken at this meeting.



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**CITY OF STATESBORO  
Council Minutes  
April 15, 2014**

A regular meeting of the Statesboro City Council was held on April 15, 2014 at 5:15 p.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Will Britt, Phil Boyum, Gary Lewis and Travis Chance. Also present were City Manager Frank Parker, City Clerk Sue Starling, City Attorney Alvin Leaphart, City Engineer Robert Cheshire and Director of Community Development Mandi Cody. Absent was Councilman John Riggs

The meeting was called to Order by Mayor Jan Moore.

The Invocation was given by Reverend Lee Charles and Pledge of Allegiance was led by Councilman Gary Lewis.

Mayor Pro Tem Will Britt recognized Professor Tom Caiazzo along with his students from the American Government class at Georgia Southern University.

**Recognitions/Public Presentations:**

- A) Director of DSDA Allen Muldrew and Keep Bulloch Beautiful Kelly Collingsworth will update Council on the plans for “Spring into Statesboro” including the “Great American Cleanup”**

Director of DSDA Allen Muldrew and Keep Bulloch Beautiful Kelly Collingsworth updated Council on the upcoming events. Kelly also announced that she would be leaving Keep Bulloch Beautiful to pursue another employment opportunity.

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

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

- A) Approval of Minutes**  
a) **04-01-2014 Council Minutes**  
b) **04-01-2014 Executive Session Minutes**
- B) Notification of alcohol license application:**  
a) **Licensee: Pallavi Patel**  
**DBA: K and J Food Mart**  
**Location: 123 West Main Street**  
**Type of Alcohol License: Packaged Beer & Wine**  
**Type of Business: Convenience Store**
- C) Consideration of a Motion to approve “Massage Therapy”**  
a) **Karla Swartz LMT**

- D) Consideration of a Motion to approve Special Event Permit**
  - a) Georgia Southern University – Wine and Beer Tasting Benefit**
  
- E) Consideration of a Motion to Approve Third Amendment to Lease Agreement with New Cingular Wireless PCS, LLC for use of portion of the Paulson Stadium Water Tank.**
  
- F) Consideration of a Motion to Approve Third Amendment to Lease Agreement with New Cingular Wireless PCS, LLC for use of portion of the Howard Lumber Company Water Tank.**
  
- G) Consideration of a Motion to negotiate an engineering contract to SAPP Engineering for the design of a high pressure natural gas line to be located at the US 301 and I-16 Industrial Park.**

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

**Consideration of a Motion to Approve Task Order No. 2 of Professional Services Agreement with Ecological Planning Group in the amount of \$75,870.00 to assist the City with the development of Comprehensive Storm Water Management Program.**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Chance to approve Task Order No. 2 of Professional Services Agreement with Ecological Planning Group in the amount of \$75,870.00 to assist the City with the development of Comprehensive Storm Water Management Program. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to authorize Mayor to enter into franchise agreement on behalf of the City of Statesboro with Pavlov Media**

Councilman Boyum made a motion, seconded by Mayor Pro Tem Will Britt to enter into the franchise agreement with Campus Communications Group not to be substantially different from what is presented in the packet today.

**Consideration of a motion for the sole source purchase under the state purchasing contract of Motorola radios for Engineering and Public Works not to exceed \$25,000.**

Councilman Lewis made a motion, seconded by Councilman Chance to approve the sole source purchase under the state purchasing contract of Motorola radios for Engineering and Public Works not to exceed \$25,000. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

### **Consideration of a Motion to reject bids for a vacuum excavator based on specifications not being met by all submitted bids**

Councilman Boyum made a motion, seconded by Mayor Pro Tem Will Britt to approve the motion to reject bids for a vacuum excavator based on specifications not being met by all submitted bids. Councilman Britt, Boyum, Lewis 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 purchase two (2) bi-fuel CNG trucks to Wade Ford in the amount of \$26,761 each for a total of \$53,522.00.**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to award a contract to purchase two (2) bi-fuel CNG trucks to Wade Ford in the amount of \$26,761 each for a total of \$53,522.00. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

### **Other Business from City Council**

Purchasing Agent Darren Prather asked Council for a motion to approve the new property and casual coverage for the City of Statesboro as outlined by Glen Davis and will go into effect on May 1<sup>st</sup>, 2014.

Councilman Boyum made a motion, seconded by Mayor Pro Tem Will Britt to approve the new property and casual coverage for the City of Statesboro as outlined by Glen Davis and will go into effect on May 1<sup>st</sup>, 2014. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

City Manager Frank Parker asked Council to approve **Resolution 2014-06**: A Resolution to appoint Steve Hotchkiss to serve as the City's voting delegate on the Municipal Gas Authority of Georgia's Election Committee and City Manager Frank Parker is appointed as alternate voting delegate.

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to approve **Resolution 2014-06**: A Resolution to appoint Steve Hotchkiss to serve as the City's voting delegate on the Municipal Gas Authority of Georgia's Election Committee and City Manager Frank Parker is appointed as alternate voting delegate. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

At 6:00 pm Council Chance made a motion, seconded by Mayor Pro Tem Will Britt to enter into an Executive Session for Personnel Matters. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

At 6:21 pm Mayor Moore asked for a motion to close the Executive Session and called the regular session back to order. Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to close the Executive Session. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote. The Mayor stated there was not action taken.

Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to authorize City Manager Frank Parker to negotiate a new contract with City Attorney Alvin Leaphart and bring a recommendation back to Council.

**Public Comments (General)** None

### **Consideration of a Motion to Adjourn**

Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to adjourn. Councilman Britt, Boyum, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.  
The meeting was adjourned at 6:24 pm.

RECEIVED  
4-23-14

CITY OF STATESBORO, GEORGIA

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

DATE OF APPLICATION 4-22-14

TYPE OF BUSINESS TO BE OPERATED:

- RETAIL BEER & WINE PACKAGED ONLY \$1,250.00
- RETAIL BEER & WINE BY THE DRINK \$1,250.00
- BEER, WINE & LIQUOR BY DRINK \$3,750.00
- WHOLESALE LICENSE \$1,000.00
- APPLICATION FEE - PACKAGED SALES \$ 150.00
- APPLICATION FEE - POURING SALES \$ 150.00

APPLICANTS FULL NAME James Bennett Lanier Jr

OWNERS NAME Landros, Inc

DBA (BUSINESS NAME) Locos Grill & Pub

CHECK THE TYPE OF ALCOHOL LICENSE YOU ARE APPLYING FOR:  
RESTAURANT  SPORTS RESTAURANT  PRIVATE CLUB  PACKAGE

BUSINESS ADDRESS 91 Briarwood Lane, Statesboro, GA 30458

BUSINESS MAILING ADDRESS P.O. Box 484, Brooklet, GA 30415

BUSINESS TELEPHONE # 912-681-2200

ARE YOU A CITIZEN OF THE UNITED STATES?  YES  NO

HAVE YOU EVER BEEN ARRESTED FOR ANYTHING?  YES  NO

IF YES, WHEN AND WHY \_\_\_\_\_

IS THE APPLICANT THE OWNER OF THE BUSINESS?  YES  NO

IF NO, WHAT IS YOUR TITLE IN THE BUSINESS? \_\_\_\_\_

HOW MANY PARTNERS, SHAREHOLDERS, ETC. ARE INVOLVED IN THE BUSINESS \_\_\_\_\_

PLEASE LIST BELOW:

<u>Beverly Brown Lanier</u>	<u>Gerald Brown Lanier</u>
<u>James Bennett Lanier III</u>	<u>Joseph Muck Lanier</u>



RECEIVED  
4-17-14

CITY OF STATESBORO, GEORGIA

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

DATE OF APPLICATION 05/17/2014

TYPE OF BUSINESS TO BE OPERATED:

- RETAIL BEER & WINE PACKAGED ONLY \$1,250.00
- RETAIL BEER & WINE BY THE DRINK \$1,250.00
- BEER, WINE & LIQUOR BY DRINK \$3,750.00
- WHOLESALE LICENSE \$1,000.00
- APPLICATION FEE - PACKAGED SALES \$ 150.00
- APPLICATION FEE - POURING SALES \$ 150.00

APPLICANTS FULL NAME KALAYANEE RAIWA

OWNERS NAME KALAYANEE RAIWA

DBA (BUSINESS NAME) COCONUT THAI CUISINE

CHECK THE TYPE OF ALCOHOL LICENSE YOU ARE APPLYING FOR:

RESTAURANT  SPORTS RESTAURANT  PRIVATE CLUB  PACKAGE

BUSINESS ADDRESS 7 COLLEGE PLAZA, STATESBORO, GA, 30458

BUSINESS MAILING ADDRESS 7 College Plaza Statesboro, GA, 30458

BUSINESS TELEPHONE # (912) 681-1759

ARE YOU A CITIZEN OF THE UNITED STATES?  YES  NO

HAVE YOUR EVER BEEN ARRESTED FOR ANYTHING?  YES  NO

IF YES, WHEN AND WHY \_\_\_\_\_

IS THE APPLICANT THE OWNER OF THE BUSINESS?  YES  NO

IF NO, WHAT IS YOUR TITLE IN THE BUSINESS? \_\_\_\_\_

HOW MANY PARTNERS, SHAREHOLDERS, ETC. ARE INVOLVED IN THE BUSINESS 1

PLEASE LIST BELOW:

KALAYANEE RAIWA \_\_\_\_\_

RECEIVED  
4-14-14

CITY OF STATESBORO, GEORGIA

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

DATE OF APPLICATION 3/20/14

TYPE OF BUSINESS TO BE OPERATED:

<input type="checkbox"/>	RETAIL BEER & WINE PACKAGED ONLY	\$1,250.00
<input type="checkbox"/>	RETAIL BEER & WINE BY THE DRINK	\$1,250.00
<input checked="" type="checkbox"/>	BEER, WINE & LIQUOR BY DRINK	\$3,750.00
<input type="checkbox"/>	WHOLESALE LICENSE	\$1,000.00
<input type="checkbox"/>	APPLICATION FEE - PACKAGED SALES	\$ 150.00
<input checked="" type="checkbox"/>	APPLICATION FEE - POURING SALES	\$ 150.00

APPLICANTS FULL NAME Robert Paul Lehman

OWNERS NAME Eastwynn Theatres, Inc.

DBA (BUSINESS NAME) Carmike 12

CHECK THE TYPE OF ALCOHOL LICENSE YOU ARE APPLYING FOR:

RESTAURANT  SPORTS RESTAURANT  PRIVATE CLUB  PACKAGE

BUSINESS ADDRESS 991 Lovett Road, Statesboro, GA 30459

BUSINESS MAILING ADDRESS P.O. Box 833, Statesboro, GA 30459

BUSINESS TELEPHONE # 912-489-4322

ARE YOU A CITIZEN OF THE UNITED STATES?  YES  NO

HAVE YOU EVER BEEN ARRESTED FOR ANYTHING?  YES  NO

IF YES, WHEN AND WHY \_\_\_\_\_

IS THE APPLICANT THE OWNER OF THE BUSINESS?  YES  NO

IF NO, WHAT IS YOUR TITLE IN THE BUSINESS? V.P. of Food & Beverage

HOW MANY PARTNERS, SHAREHOLDERS, ETC. ARE INVOLVED IN THE BUSINESS \_\_\_\_\_

PLEASE LIST BELOW:

S. David Passman - CEO Richard Hare - CFO  
Yned Van Noy - COO Daniel Ellis - General Counsel

# CITY OF STATESBORO

## COUNCIL

Phil Boyum  
John C. Riggs  
William P. Britt  
Travis L. Chance  
Gary L. Lewis



Jan J. Moore, Mayor  
Frank Parker, City Manager  
Sue Starling, City Clerk  
J. Alvin Leaphart, City Attorney

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

## MEMORANDIUM

To: Mayor and Council

From: Sue Starling, City Clerk

Date: April 25, 2014

RE: Destruction of Records

The Records Department is prepared to move forward with the destruction of the records that have met the retention schedule set by the State of Georgia. The list is attached for your consideration to approve their destruction.

No.	Box #	Year	Contents	Retention Met	Actual Date of Destruction	Retention
1	19	2006-07	Yolanda Cashier Receipts	07/01/13	05/01/14	5 yrs
2	38	2006	On Orders	07/01/11	05/01/14	5 yrs
3	39	2006	Off Orders	07/01/11	05/01/14	5 yrs
4	43	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
5	45	2007	Customer Account Records Reports/receipts	07/01/13	05/01/14	5 yrs
6	46	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
7	47	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
8	48	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
9	70	2006	Customer Account Records Reports/receipts	07/01/13	05/01/14	5 yrs
10	80	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
11	81	2007	Customer Account Records Reports/receipts	07/01/13	05/01/14	5 yrs
12	95	2007	Customer Account Records Reports/receipts	07/01/13	05/01/14	5 yrs
13	114	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
14	125	2007	Customer Account Records Reports/receipts	07/01/13	05/01/14	5 yrs
15	126	2007	Customer Account Records Reports/receipts	07/01/13	05/01/14	5 yrs
16	127	1993-98	Change of address forms	07/01/04	05/01/14	5 yrs
17	134	2007	Off Orders	07/01/13	05/01/14	5 yrs
18	141	2006	Off Orders	07/01/12	05/01/14	5 yrs
19	142	2007	Daily work Station	07/01/10	05/01/14	2yrs
20	147	2005	Revenue collection Reports	07/01/12	05/01/14	5 yrs
21	150	2007	Receipts	07/01/13	05/01/14	5 yrs
22	153	2007	Customer Account Records Reports/receipts	07/01/13	05/01/14	5 yrs
23	157	2007	Customer Account Records Reports/receipts	07/01/13	05/01/14	5 yrs
24	159	2007	Customer Account Records Reports/receipts	07/01/13	05/01/14	5 yrs
25	161	2007	Customer Account Records Reports/receipts	07/01/14	05/01/14	5 yrs
26	204	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
27	271	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
28	279	2006	Customer Account Records Reports/receipts	01/07/14	05/01/14	5 yrs
29	280	2007	Receipts	07/01/13	05/01/14	5 yrs
30	282	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
31	297	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
32	304	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
33	306	2006	Customer Account Records Reports/receipts	07/01/12	05/01/14	5 yrs
34	116	2004-08	Reservations	07/01/11	05/01/14	2yrs
35	118	2007-08	City Clerk Phone Messages/Calendars	07/01/11	05/01/14	2 yrs
36	85	1999-2005	Open Records Request	07/01/12	05/01/14	5 yrs

37	86	2005	Records Request 2005	07/01/11	05/01/14	5 yrs
38	109	1994-2004	Bankruptcies: Discharges/Dismissals	07/01/12	05/01/14	5 yrs
39	74	1991-4/2008	Calendars 1991 thru April 2008	07/01/13	05/01/14	5yrs
40	58	2007	Turn offs	07/01/13	05/01/14	5 yrs
41	241	2001-07	Elections	07/01/10	05/01/14	2 yrs
42	819	1980-2007	Times Sheets: Rushing-Swint	07/01/11	05/01/14	3 yrs
43	879	2005-06	Salary/wages Workers Comp. Register	07/01/11	05/01/14	4 yrs
44	124		Unused Purchase Order Forms		05/01/14	
45	323	1996-2007	Deductions/Bank Statements	07/01/13	05/01/14	5 yrs
46	327	2000-01	Quarterly Reports	07/01/07	05/01/14	5 yrs
47	345	1999-2007	Purchasing Proposals	07/01/13	05/01/14	5 yrs
48	366	2005-06	Deductions	07/01/12	05/01/14	5 yrs
49	379	1976-2002	W-2's	07/01/07	05/01/14	4 yrs
50	389	1995	Various Claim Forms (workers compl/ins)	07/01/01	05/01/14	5 yrs
51	390	2006	Deductions (Transmittals)	07/01/12	05/01/14	5 yrs
52	397	2002-06	Accounts Payable/Receivable/ins. claims closed	07/01/12	05/01/14	5 yrs
53	398	2005-06	Deductions (Transmittals)	07/01/12	05/01/14	5 yrs
54	430	2007-08	Weekly check stubs	07/01/12	05/01/14	3 yrs
55	451	2006	Accounts Payable (invoices)	07/01/12	05/01/14	5 yrs
56	456	1997-1998	Miscellaneous Checks/DMS Reports	07/01/04	05/01/14	5 yrs
57	459	2005	General Ledger/ Trial Balance	07/01/13	05/01/14	7 yrs
58	462	1988-1999	Reports:Periodic (Quarterly reports) w2's	07/01/03	05/01/14	4 yrs
59	464	2005	Budget Report	07/01/12	05/01/14	6 yrs
60	481	2007	Transaction Edit/ Batch Edits	07/01/13	05/01/14	5 yrs
61	485	2001-06	Budget Maintenance Files	07/01/13	05/01/14	6 yrs
62	488	2003-04	Journal Entry/General Fund	07/01/10	05/01/14	7 yrs
63	493	2007	Transaction Edit/ Batch Edits	07/01/13	05/01/14	5 yrs
64	494	2007	Daily /Monthly Accounts	07/01/13	05/01/14	5 yrs
65	496	2004-05	Journal Entry/General Fund	07/01/13	05/01/14	7 yrs
66	497	2005-06	Procurement Cards	07/01/12	05/01/14	5 yrs
67	498	2006-07	Miscellaneous Receipts 2007/Bank Statements	07/01/13	05/01/14	5 yrs
68	503	2005-07	Accounts Payable	07/01/13	05/01/14	5 yrs
69	507	2004	Journal Entry/General Fund	07/01/12	05/01/14	7 yrs
70	510	2007	Daily/Monthly Accounts	07/01/13	05/01/14	5 yrs
71	513	2003-06	Budget Retreat Notebooks	07/01/12	05/01/14	5 yrs
72	515	2007	Daily/Monthly Accounts	07/01/13	05/01/14	5 yrs
73	521	2007	Accounts Payable BB&T Procurement cards	07/07/13	05/01/14	5yrs

74	522	2007	Accounts Payable BB&T Procurement cards	07/01/13	05/01/14	5 Yrs
75	523	2006	Accounts Payable	07/01/12	05/01/14	5 Yrs
76	524	2006	Accounts Payable	07/01/12	05/01/14	5 Yrs
77	525	2002-03	Accounts Payable	07/01/09	05/01/14	5 Yrs
78	526	1996-98	Miscellaneous Checks/DMS Reports	07/01/04	05/01/14	5 Yrs
79	527	2007	Accounts Payable	07/01/13	05/01/14	5 Yrs
80	529	2005-06	Accounts Payable Check Copies	07/01/12	05/01/14	5 Yrs
81	530	2007	Journal Entries	07/01/13	05/01/14	5 Yrs
82	532	2002	Bank Statements	07/01/08	05/01/14	5 Yrs
83	539	2006	Journal Entries	07/01/12	05/01/14	5 Yrs
84	540	2006	Journal Entries	07/01/12	05/01/14	5 Yrs
85	543	2006	Accounts Payable	07/01/12	05/01/14	5 Yrs
86	546	2006	Accounts Payable	07/01/12	05/01/14	5 Yrs
87	550	2006	Accounts Payable	07/01/12	05/01/14	5 Yrs
88	551	2007	Employee Direct Deposit Slips	07/01/09	05/01/14	1 yr
89	558	2000-01	Various Documents/statements/schedules/DMS	07/01/08	05/01/14	6 Yrs
90	559	2007	Journal Entries	07/01/13	05/01/14	5 Yrs
91	560	2005-06	Procurement Cards	07/01/12	05/01/14	5 Yrs
92	564	2006	Transaction Edit Journals/ Cash Books	07/01/12	05/01/14	5 Yrs
93	567	2002-05	Budget Maintenance Records	07/01/12	05/01/14	6 Yrs
94	568	1998-99	Receipts	07/01/05	05/01/14	5 Yrs
95	569	2006	Accounts Receivable	07/01/12	05/01/14	5 Yrs
96	570	2005-06	Procurement Cards	07/01/12	05/01/14	5 Yrs
97	572	2006	Transaction Edit Journals/ Cash Books	07/01/12	05/01/14	5 Yrs
98	581	2006	Budget Report	07/01/13	05/01/14	6 Yrs
99	585	2007	Daily/Monthly Accounts	07/01/13	05/01/14	5 Yrs
100	590	2006	Accounts Payable	07/01/12	05/01/14	5 Yrs
101	591	2008-09	Direct Deposit Pay Stub	07/01/12	05/01/14	2 Yrs
102	593	2008	Payroll Check Stub July 2007-June 2008	07/01/11	05/01/14	2 Yrs
103	595	2004-06	Various/bank statements/health ins./payroll	07/01/12	05/01/14	5 Yrs
104	596	2005	General Ledger/ Trial Balance	07/01/13	05/01/14	7 Yrs
105	598	1999-2001	Payroll Bank Statements	07/01/07	05/01/14	5 Yrs
106	599	2004-06	Accounts Payable Reports	07/01/12	05/01/14	5 Yrs
107	612	2007	Daily/Monthly Accounts	07/01/13	05/01/14	5 Yrs
108	614	2006	Accounts Payable	07/01/12	05/01/14	5 Yrs
109	618	2006	Invoices	07/01/12	05/01/14	5 Yrs
110	628	2005	General Ledger/ Trial Balance	07/01/13	05/01/14	7 Yrs

111	682	1998-2003	Municipal Court	07/01/09	05/01/14	5 yrs
112	684	2004-06	Bank Statements	07/01/11	05/01/14	5 yrs
113	690	2003-04	Bank Statements	07/01/10	05/01/14	5 yrs
114	691	2005	Deposits Employees April-December 2005	07/01/11	05/01/14	5 yrs
115	692	1994-2005	Bankruptcies: Discharges/Dismissals	07/01/11	05/01/14	5 yrs
116	693	2002-03	Bank Statements	07/01/09	05/01/14	5 yrs
117	699	1996-98	Salary/wages PPE Disks	07/01/04	05/01/14	5 yrs
118	700	1994-2005	Bankruptcies: Discharges/Dismissals	07/01/11	05/01/14	5 yrs
119	701	2002-03	Bank Statements	07/01/09	05/01/14	5 yrs
120	708	1989-2000	Accounts Payable	07/01/06	05/01/14	5 yrs
121	709	1999-2004	W2's	07/01/11	05/01/14	5 yrs
122	714	2007	Check Stubs	07/01/13	05/01/14	5 yrs
123	716	2003-04	Bank Statements	07/01/10	05/01/14	5 yrs
124	717	1997-99	Budget Maintenance Records	07/01/06	05/01/14	6 yrs
125	808	2007	Monthly Finance Reports	07/01/12	05/01/14	4 yrs
126	251	2003	Insurance Claims Closed	07/01/09	05/01/14	5 yrs
127	813	1984-2004	Work Schedule/time sheets/cards	07/01/08	05/01/14	3 yrs
128	814	1980-2007	Work Schedule/time sheets/cards	07/01/11	05/01/14	3 yrs
129	817	1984-2004	Work Schedule/time sheets/cards	07/01/08	05/01/14	3 yrs
130	820	1979-2005	Work Schedule/time sheets/cards	07/01/09	05/01/14	3 yrs
131	825	1980-2007	Work Schedule/time sheets/cards	07/01/11	05/01/14	3 yrs
132	826	1984-2004	Work Schedule/time sheets/cards	07/01/08	05/01/14	3 yrs
133	827	1997-2008	Work Schedule/time sheets/cards	07/01/12	05/01/14	3 yrs
134	828	1980-2007	Work Schedule/time sheets/cards	07/01/11	05/01/14	3 yrs
135	829	1984-2004	Work Schedule/time sheets/cards	07/01/08	05/01/14	3 yrs
136	837	1980-2007	Work Schedule/time sheets/cards	07/01/11	05/01/14	3 yrs
137	846	1998-2001	Insurance Policies/Benefits	07/01/09	05/01/14	7 yrs
138	437	2009	Work Schedule/time sheets/cards	07/01/13	05/01/14	3 yrs
139	230	2010	Employment Applications-Not Hired	07/01/13	05/01/14	2 yrs
140	220	2007-08	Employment Applications-Not Hired	07/01/11	05/01/14	2 yrs
141	222	2010	Employment Applications-Not Hired	07/01/13	05/01/14	2 yrs
142	228	2009	Employment Applications-Not Hired	07/01/12	05/01/14	2 yrs
143	196	2000-2007	Insurance Claims Closed	07/01/13	05/01/14	5 yrs
144	381	2008	Work Schedule/time sheets/cards	07/01/12	05/01/14	3 yrs
145	387	2009	Work Schedule/time sheets/cards	07/01/13	05/01/14	3 yrs
146	385	2009	Work Schedule/time sheets/cards	07/01/13	05/01/14	3 yrs
147	386	2008-09	Work Schedule/time sheets (Blue Sheets)	07/01/13	05/01/14	3 yrs

148	394	2006-09	Work Schedule/time sheets (Blue Sheets)	07/01/13	05/01/14	3 yrs
149	372	2007-08	Leave Records	07/01/12	05/01/14	3 yrs
150	393	2009	Work Schedule/time sheets (Blue Sheets) Furlough	07/01/13	05/01/14	3 yrs
151	333	1980-2008	work schedule/times sheets/cards	07/01/12	05/01/14	3 yrs
152	348	2000-2007	Insurance Claims Closed	07/01/13	05/01/14	5 yrs
153	339	2009	Work Schedule Time Sheets/Cards (Blue Sheets)	07/01/13	05/01/14	3 yrs
154	347	2008	Work Schedule Time Sheets/Cards	07/01/12	05/01/14	3 yrs
155	331	1980-2008	Work Schedule Time Sheets/Cards	07/01/12	05/01/14	3 yrs
156	332	2009	Work Schedule Time Sheets/Cards	07/01/13	05/01/14	3 yrs
157	440	2009	Work Schedule Time Sheets/Cards	07/01/13	05/01/14	3yrs
158	352	2002-2007	Employment Applications-Not Hired	07/01/10	05/01/14	2 yrs
159	319	1997-2006	Workers Compensation	07/01/12	05/01/14	5 yrs
160	320	1994-2002	Journal Entry	07/01/09	05/01/14	6 yrs
161	414	2005-06	Applications Not Hired	07/01/09	05/01/14	2 yrs
162	221	2010	Employment Applications-Not Hired	07/01/13	05/01/14	2 yrs
163	188	2000-07	Insurance Claims Closed	07/01/13	05/01/14	5 yrs
164	180	2000-07	Insurance Claims Closed	07/01/13	05/01/14	5 yrs
165	203	2007-08	Weekly check stubs	07/01/12	05/01/14	3 yrs
166	244	2000-07	Insurance Claims Closed	07/01/13	05/01/14	5 yrs
167	211	2008-09	Employment Applications-Not Hired	07/01/12	05/01/14	2 yrs
168	252	2007	Employment Applications-Not Hired	07/01/10	05/01/14	2 yrs
169	476	2009	Work Schedule Time Sheets/cards	07/01/13	05/01/14	3 yrs
170	475	2008	Work Schedule Time Sheets/Cards	07/01/12	05/01/14	3 yrs
171	260	2002-2004	Insurance Claims Closed	07/01/10	05/01/14	5 yrs
172	473	2007-2008	Work Schedule Time Sheet/Cards	07/01/12	05/01/14	3 yrs
173	259	2002-2003	Insurance Claims Closed	07/01/09	05/01/14	5 yrs
174	465	2008	Work Schedule Time Sheet/Cards	07/01/12	05/01/14	3 yrs
175	466	2008	Work schedule Times Sheet/cards	07/01/12	05/01/14	3 yrs
176	276	2002-2004	Insurance Claims Closed	07/01/10	05/01/14	5 yrs
177	457	2007-2008	Personnel vacation, sick, and leave forms	07/01/12	05/01/14	3 yrs
178	255	2003-04	Insurance Claims Closed	07/01/10	05/01/14	5 yrs
179	268	1993-2007	Workers Compensation	07/01/12	05/01/14	4yrs
180	328	1992-2007	Workers Compensation	07/01/12	05/01/14	4yrs
181	103	1994	Referendum Petitions	07/01/00	05/01/14	5yrs
182	335	1999-2004	Drug Tests /Accounts Payable	07/01/10	05/01/14	5yrs
183	250	2001-2002	Receipts/Budget Comp/Firelog/General Corres	07/01/10	05/01/14	7yrs
184	549	1977-1989	Sewer/Water Improvements Projects	07/01/10	05/01/14	20yrs



185	181	2000-2007	Medical Claims Closed	07/01/13	05/01/14	5yrs
186	78	2007	Customer Account Records Reports/receipts	07/01/13	05/01/14	5yrs
187	73	2007	Customer Service On Orders	07/01/13	05/01/14	5yrs
188	56	2007	Utilities Cashier Tape	07/01/13	05/01/14	5yrs
189	53	2007	Customer Account Records Reports/receipts	07/01/13	05/01/14	5yrs
190	11	2009	Closed Business Folders	07/01/12	05/01/14	2yrs
191	52	2003-2004	Tax Receipts	07/01/12	05/01/14	3yrs
192	192	2010	Closed Business Folders	07/01/13	05/01/14	2yrs
193	200	2009	Alcohol Tax Reports	07/01/12	05/01/14	2yrs
194	216	2009-2010	Closed Business Folders	07/01/13	05/01/14	2yrs
195	223	1999-2002	Alcohol Applications	07/01/10	05/01/14	7yrs
196	231	2003-2006	Hotel/Motel Tax Reports/Alcohol Reports	07/01/12	05/01/14	5yrs
197	234	1994-1997	Sales Tax	07/01/03	05/01/14	5yrs
198	312	2002-2009	Closed Business Folders	07/01/12	05/01/14	2yrs
199	836	2007	Applications Not Hired	07/01/10	05/01/14	2yrs
200	594	1999-2002	Accounts Payable	07/01/08	05/01/14	5yrs
201	266	2000-2005	Hotel/Motel Tax Reports	07/01/11	05/01/14	5yrs
202	65	2007	Utility Customer Service	07/01/10	05/01/14	2yrs
203	685	1990-2005	Financial Statements	07/01/12	05/01/14	6yrs
204	233	1993-1998	Tax Digests/Tax Adjustments	07/01/13	05/01/14	14yrs
205	194	1993-2008	Receipt Books/Alcohol Reports/Hotel-Motel Rep	07/01/11	05/01/14	7yrs
206	209	1996-1997	Inactive Business License	07/01/00	05/01/14	2yrs
207	575	n/a-	Blank Accounts Payable Forms		05/01/14	
208	534	2004	AP April - June 2004	07/01/10	05/01/14	5yrs
209	804	2004	Workstation Charge Card List	07/01/12	05/01/14	7yrs
210	803	2003	Budget Comparison	07/01/10	05/01/14	6yrs
211	Misc	2009	Check Stubs	07/01/11	05/01/14	1yr
212	111	2008	Inactive Business License	07/01/11	05/01/14	2yrs
213	310	2004-2008	Bids/City Managers Copies)	Useful Life	05/01/14	Useful Life
214	N/a	2004	Journals Entries	07/01/10	05/01/14	5yrs
215	1	Term	Tommy Bitch Files	n/a	05/01/14	Useful Life
216	2	Term	Tommy Bitch Files	n/a	05/01/14	Useful Life
217	3	Term	Tommy Bitch Files	n/a	05/01/14	Useful Life
218	99	2009	June-July 2009	07/01/12	05/01/14	2 yrs
219	621	2003	March/June Budget Comparison Statements	07/01/09	05/01/14	5yrs
220	275	1997	Payroll Documents		05/01/14	5yrs
221	273	2000	Daily Deposit Sheets		05/01/14	5 yrs

222	554	2004	Payroll		07/01/11	05/01/14	5yrs
223	563	2004	Payroll Documents		07/01/09	05/01/14	5yrs
224	893	2003	Budget Comparison Statements		07/01/96	05/01/14	5yrs
225	625	1990	Payroll Documents		07/01/05	05/01/14	5yrs
226	623	1998	Payroll Documents		07/01/05	05/01/14	5yrs
227	600	1998	Payroll Documents		07/01/10	05/01/14	5yrs
228	620	2003	Payroll Documents		07/01/09	05/01/14	5yrs
229	19	2000-02	Occupation Tax Edits		07/01/13	05/01/14	5 yrs
230	838	2007	accident reports				
231							
232							



*City of Statesboro*  
*Department of Planning & Development Memorandum*

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50 East Main Street

P.O. Box 348

» (912) 764-0630

Statesboro, Georgia 30458

Statesboro, Georgia 30459

» (912) 764-0664 (Fax)

**TO: Mayor and Council**  
**City Manager Frank Parker**

**FR: Robert Cheshire, P.E., City Engineer** *RC*  
**Mandi Cody, Director Planning & Development** *MC*

**RE: Armstrong Development Request for GDOT application**

**Date: April 25, 2014**

The Development Team for the City of Statesboro has reviewed Armstrong Development's request that the City of Statesboro make application to the Georgia Department of Transportation for a median cut along the Veterans' Memorial Bypass between Jones Mill Road and Northside Drive. Led by Engineering and Planning & Development, the staff would recommend Mayor and Council's approval on the following conditions:

1. City of Statesboro determination that the median cut as well as all accompanying right of way, signal modifications, private drive reconfigurations, and other adjustments made necessary as a result of this median cut be made to City of Statesboro and Georgia Department of Transportation criteria and standards.
2. City of Statesboro determination that the proposed rights of way within the development can be designed and constructed to City of Statesboro standards and specifications, that such can accomplish City goals of parcel interconnectivity, and that such will be constructed at the Developer's expense and promptly dedicated to the City of Statesboro.
3. Demonstration that the necessary adjustments at the Wal-mart Drive (and/or other private drives) will be permitted by the property owner and will be performed at the Developer's expense.
4. Developer's commitment to make the approved median cut to standard and at its expense.
5. Developer's commitment to make the necessary signal modifications at Northside Drive at its expense.
6. Developer's commitment to escrow a pro rata share of the cost of a traffic signal to be installed at the bypass at such time one is warranted.

Staff recommends that Council authorize the Mayor to execute appropriate applications to the Georgia Department of Transportation; enter into necessary negotiations on behalf of the City regarding the specifics of this approval; and enter into a Memorandum of Understanding on behalf of the City memorializing this approval, the associated conditions, and the specifics of such.

# Memo



**TO:** Frank Parker, City Manager

**FROM:** Darren Prather, Purchasing Director

**DATE:** 4-27-2014

**Re:** Rec. Contract Award/Sapp Eng.--Nat. Gas Exp.Project/US301&I-16

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The City of Statesboro solicited sealed request for qualifications (RFQs) for engineering services to provide design specifications, construction plan & drawings and permitting services for the construction of a high pressure natural gas pipeline to serve a new industrial park located at the intersection of US 301 and I-16. As a result of this process, Sapp Engineering was approved by Council as the firm to be negotiated with in order to form a contract for this project. A contract, already signed by Sapp Engineering, has been formed and contains an engineering fee of nine percent (9%) of the construction cost as the pricing element for engineering services for this project. A list of hourly rates has been provided for the purpose of pricing should additional work be required for this project. The projected construction cost for this project is \$750,000 thus; the engineering fee would be \$67,500. This amount may vary due to actual construction costs and change orders that arise after this project is put out for sealed bids and awarded.

After consulting with the Natural Gas Department as to the performance standards and the City Attorney as to the contract content, we recommend the contract be awarded to Sapp Engineering for this project per the terms of the submitted contract. Please view a copy of the proposed contract on the following pages.

**SHORT FORM OF AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of April 14, 2014 (“Effective Date”) between

The City of Statesboro, Georgia (“Owner”)

and Sapp Engineering and Services, LLC (“Engineer”)

Engineer agrees to provide the services described below to Owner for Expansion of Natural Gas System (“Project”).

Description of Engineer’s Services: Provide engineering services for design, permitting and project management of  
natural gas system projects as needed.

Owner and Engineer further agree as follows:

**1.01 Basic Agreement**

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the 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. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### **5.01 Controlling Law**

A. This Agreement is to be governed by the law of the state of Georgia.

### **6.01 Successors, Assigns, and Beneficiaries**

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of

Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### **7.01 General Considerations**

A. The standard of care for all professional engineering and related services performed or furnished by Engineer 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. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer 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 for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer 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 Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the

“Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (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.

H. The parties acknowledge that Engineer’s scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer 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.

#### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**9.01 Payment (Percentage of Construction Cost)**

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to 9 Percent of the cost to construct the work designed or specified by the Engineer ("Construction Cost" - construction material, equipment and labor). This amount includes compensation for Engineer's Services and services of Engineer's consultants. Services covered shall be detailed in a separate Statement of Work (SOW) for each project. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and reimbursable expenses.

2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed:

a. For work designed or specified by Engineer and incorporated in the completed Project, the actual final cost of the work performed by Contractor.

b. For work designed or specified by Engineer but not constructed, the lowest bona fide bid received from a qualified bidder for such work; or, if the work is not bid, the lowest bona fide negotiated proposal or contractor's estimate for such work.

c. For work designed or specified but not constructed, upon which no bid, proposal, or estimate is received, Engineer's most recent opinion of probable Construction Cost.

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding 12 months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By: 

Title: \_\_\_\_\_

Title: Owner

Date Signed: \_\_\_\_\_

Date Signed: 4-21-2014

License or Certificate No. and State \_\_\_\_\_

Georgia - PE011530

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
Sapp Engineering & Services  
PO Box 26097  
Macon, GA 31221





Specializing in Natural Gas Engineering • Project Management • Associated Services  
P. O. Box 26097 • Macon, GA 31221 • (478) 342-0386 • info@sappengineering.com

### Statement of Work

#### Engineering Services for the Expansion of The City of Statesboro's Natural Gas System to the New I-16 Industrial Park

The following services will be provided by Sapp Engineering & Services, LLC for the project to extend the City of Statesboro's natural gas system to serve the new industrial park at I-16 at the rate specified in the contract between the City of Statesboro and Sapp Engineering & Service dated 4-14-2014:

- Engineering design and drawings, construction specifications and material specifications for the HP main, regulator station and low pressure distribution system in the industrial park.
- Surveying for the above work.
- Erosion and Sedimentation Control Plan ( any wetlands or Corp permitting is not included in the contract price – any wetlands will be crossed by HDD and should not require a separate permit )
- Preparation of a bid document package to include contract documents and other documents needed by the City (e-verify, etc.).
- GDOT permit for the main installation paralleling US 23/301.
- GDOT permit for installing main under I-16.
- Basic computer model of the existing high pressure system to evaluate the impact of the industrial park load on the existing high pressure system. Information needed to conduct the computer model (pressures, regulator station info and estimated load info) will be supplied by City personnel.
- Assist as needed in receipt of bids and preparation of a bid tab sheet if needed.
- Provide project management services to include approval and processing of invoices for payment by the City, on site project update meetings as needed and problem and conflict resolution as needed.
- A completion package will be provided at the end of the project that will include a copy of all permits and construction documents, pressure test records, material receipts for material supplied by the contractor and as laid drawings supplied by the contractor.

Any work needed in addition to the above will be provided at either an hourly rate based on the attached Sapp Engineering 2014 Rate Sheet or at a lump sum price.

A handwritten signature in blue ink, appearing to be 'J. St.', is located at the bottom left of the page.

**SAPP ENGINEERING AND SERVICES**  
Standard Hourly Billing Rates  
2014

<b><u>Personnel</u></b>	<b><u>Rate (hr)</u></b>
Senior Professional Engineer	\$135.00
CADD Operator	\$ 65.00
Sr. Inspector	\$ 70.00
Inspector	\$ 50.00
Clerical	\$ 45.00

<b><u>Equipment</u></b>	<b><u>Rate</u></b>
Vehicle	IRS Rate

<b><u>Mileage</u></b>	IRS Rate
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**Notes:**

1. Personnel overtime rate will be charged at 1 1/2 times rate listed above as needed with prior approval of client for all personnel except Senior Professional Engineer.
2. Above rates are valid for calendar year 2014.
4. As an alternate to the above hourly rates, at the customer's request, any project can be quoted on a lump sum basis based on a written scope of work.



# CITY OF STATESBORO

COUNCIL  
Phil Boyum  
John C. Riggs  
William P. Britt  
Travis L. Chance  
Gary L. Lewis



Jan J. Moore, Mayor  
Frank Parker, City Manager  
Sue Starling, City Clerk

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

May 6, 2014

Housing Finance and Development Division  
Georgia Department of Community Affairs  
60 Executive Park South, N.E.  
Atlanta, Georgia 30329-2231

RE :Newport Trace Apartments  
Lester Road  
Statesboro Georgia

Dear Sir or Madam:

**Gateway Development Corporation**, the developer of the referenced proposed development, has notified the **City Council of Statesboro Georgia** of its intention to develop and to apply to the Georgia Department of Community Affairs (DCA) for Low Income Housing Tax Credit (Credit) and/or financing through the HOME Investment Partnerships Program (HOME) for the development of units affordable to low income residents.

The purpose of this letter is to convey our understanding of the details of the project, as stipulated in the State of Georgia's 2014 Qualified Allocation Plan. The details are as follows:

Project Name:	<u>Newport Trace Apartments</u>
Project Address and/or Lot Number:	<u>Lester Road</u> <u>Statesboro Ga.</u>
Owner/Developer Name:	<u>Newport Trace Apartments, LP</u>
Owner/Developer Address:	<u>920 Florence Blvd.</u> <u>Florence Alabama</u>
Total Number of Units:	<u>56</u>
Total Number of Units Set Aside for Low Income Residents:	<u>56</u>
Project Type (New Construction/Rehabilitation):	<u>New Construction</u>
Tenancy (Family/Senior/Special Needs):	<u>Family</u>

I hereby certify that I am the chief elected official of this jurisdiction, or the person duly authorized to speak on behalf of the elected person or body constituting the government of this jurisdiction, as specified in the attached copy of the charter or bylaws of the governmental body. In this capacity, I hereby state that the **City Council of Statesboro Georgia** (*check one*):

- Opposes the proposed development as presented.  
 Is unopposed to the proposed development as presented.  
 Supports the proposed development as presented, as evidenced by the attached <<resolution of support>> or <<letter of support

Finally, I understand that I will also be notified by DCA when the Owner/Developer submits its application for Credit and/or HOME funding, and be given 30 days to provide additional comments on the application.

Sincerely,

Mayor Jan Moore  
City of Statesboro