



**May 17, 2016 5:30 pm**

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Councilman Phil Boyum
3. Recognitions/Public Presentations
  - A) Proclamation presented to the City of Statesboro Department of Public Works & Engineering recognizing the week of May 15 - 21, 2016 as "Public Works Week". Also, short video will be presented.
  - B) Proclamation recognizing May 15-21, 2016 as "National Police Week".
  - C) Proclamation honoring service to the City of Statesboro
  - D) Presentation by Wesley Parker, City Tree Board Chairman, regarding an update on activities of the Tree Board.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 05-03-2016 Council Minutes
6. Consideration of a Motion to approve the Coastal Workforce Investment Board "Youth Summer Work Program" Workforce Experience Agreement.
7. Consideration of a Motion to approve a rental agreement between the Mayor and City Council of Statesboro and the Averitt Center for the Arts, Inc. for certain real property located at 58 East Main Street, Statesboro, Georgia 30458.
8. Consideration for a Motion to award a Contract to Tyson Utilities Construction, Inc. in the amount of \$1,108,897.93 for the installation of Utility Infrastructure for Phase 3, I-16/U.S. 301. Project is to be funded from 2013 SPLOST proceeds.
9. Consideration of a Motion to approve the Mayor to enter into negotiations and to be approved to sign a contract with AMEC Foster Wheeler for engineering services for CIP number NGD-2 (US 301 Ogeechee River High-Pressure Natural Gas Pipeline Installation). Engineering services is funded out of the \$1,200,000.00 budgeted for this complete project.
10. Consideration of a Motion to award a contract extension for auditing services to the accounting firm of Lanier, Westerfield, Deal and Proctor for one (1) additional year at a rate of \$42,000. If approved, this contract will cover auditing services for fiscal year 2016.

11. Consideration of a Motion to approve **Resolution 2016-20**: A Resolution to appoint Darren Prather to the Board of Directors of the Averitt Center for the Arts, Inc.
12. Other Business from City Council
13. City Managers Comments
14. Public Comments (General)
  - A) Lamar Webb to address Council with regards to Park Place
15. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” in accordance with **O.C.G.A.§50-14-3 (2012)**
16. Consideration of a Motion to Adjourn

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

## *Public Works Week*

- WHEREAS,** public works services provided in our community are an integral part of our citizens' everyday lives; and,
- WHEREAS,** the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as engineering services, building inspections, solid waste collection and disposal, street maintenance, stormwater infrastructure maintenance, park and cemetery maintenance, building maintenance, and fleet maintenance; and,
- WHEREAS,** the health, safety, and quality of life of this community greatly depends on these services and facilities; and,
- WHEREAS,** the quality and effectiveness of these services and facilities, as well as their planning, design, construction and management, is vitally dependent upon the efforts and skill of public works personnel; and,
- WHEREAS,** the efficiency of the qualified and dedicated personnel who staff the Public Works & Engineering Department are materially influenced by the public's attitude and understanding of the importance of the work they perform; and,
- WHEREAS,** in honor of National Public Works Week, sponsored by the American Public Works Association, it is most appropriate that we recognize the service of the Public Works & Engineering Department personnel of the City of Statesboro; now,
- NOW, THEREFORE,** I, Jan J. Moore, Mayor of Statesboro, Georgia, do hereby proclaim the week of May 15 through May 21, 2016 as "**Public Works Week**" in the City of Statesboro; and, further extend appreciation to our public works personnel for the vital services they perform and their exemplary dedication to this community; and, call upon all citizens to acquaint themselves with the matters involved in providing our public works services and to recognize the contributions which our public works personnel make every day to our health, safety, comfort, and quality of life.

Passed and adopted this 17th day of May, 2016.

CITY OF STATESBORO, GEORGIA

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Jan J. Moore, Mayor

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

## NATIONAL POLICE WEEK

**WHEREAS**, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the **STATESBORO POLICE DEPARTMENT**; and

**WHEREAS**, the United States Congress and President of the United States have designated May 15 as Peace Officers Memorial Day, and the week in which it falls as National Police Week, and

**WHEREAS**, the officers and staff of the **STATESBORO POLICE DEPARTMENT** play an essential role in safeguarding the rights and freedoms of the citizens of **STATESBORO**; and

**WHEREAS**, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries; and

**WHEREAS**, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement officers, and the members of our police department recognize their duty to serve the citizens of **STATESBORO** by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

**NOW, THEREFORE**, I, Jan J. Moore, Mayor of Statesboro, Georgia, do hereby proclaim the week of May 15 through May 21, 2015 as “**NATIONAL POLICE WEEK**” in the City of Statesboro; and, further extend appreciation to our Police Department’s personnel for the vital services they perform and their exemplary dedication to this community; and, call upon all citizens of **STATESBORO** to publicly salute the service of all law enforcement officers in our community and in communities across the nation.

**IN WITNESS WHEREOF**, I, Jan J. Moore, Mayor of the City of Statesboro has hereunto set my hand and caused the Seal of the **CITY OF STATESBORO** to be affixed this the **17<sup>th</sup> DAY** of **MAY** in the year **2016**.

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Jan J. Moore, Mayor



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**CITY OF STATESBORO  
Council Minutes  
May 03, 2016**

A regular meeting of the Statesboro City Council was held on May 03, 2016 at 9:00 a.m. at the Statesboro High School Auditorium. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn, John Riggs and Travis Chance. Also present were Deputy City Manager Robert Cheshire, City Clerk Sue Starling, City Attorney Alvin Leaphart, Director of Public Works and Engineering Jason Boyles

The meeting was called to order by Mayor Jan J. Moore  
The Invocation and Pledge of Allegiance was given by Councilman Travis Chance.

**Recognitions/Public Presentations**

- A) Recognition of Police Officers who received annual awards during 2015**
- B) Update on the current status of the Stormwater Management and Utility Program.**
- C) Presentation of Employee Years of Service Award**
- D) Coastal Workforce Investment Board “Youth Summer Work Program”**
- E) Update on America’s Best Community**

Interim Chief of Police Rob Bryan presented those employees who were selected to receive annual awards in 2015. These individuals are chosen by a committee made up of officers and employees throughout the Statesboro Police Department. The awards were as follows, Rookie of the Year, Officer Jennifer Strosnider, Detective of the Year, Detective Kevin Weatherly, Supervisor of the Year, Sergeant Jake Saxon, Support Person of the Year Communications Officer Charity Foy, Top Gun of the Year, Mike Chappell and Officer of the Year, Advanced Patrol Officer, Kyle Briley.

The Director of Stormwater Management, Marcos Trejo gave an update to Mayor and Council regarding the Stormwater Program which began in August of 2015. One of our main focuses is creating awareness and Public Education for Stormwater. We can correct the issues out there but we need the public’s help as to the location of these problem areas. We have a maintenance program set up, although, during the winter months when we receive more rain, the maintenance work is put on hold to work on complaints from the public of immediate flood problems. Since January 2016 Stormwater Management is fully staffed working at full capacity with one technician and four heavy equipment operators. There are two Capital Improvement Projects being designed right now. The first one is on Beasley Road with ditch erosion problems. The second one is on South College Street at the Railroad tracks. A headwall needs to be put in due to erosion at the culvert. With the help of Director of Engineering and Public Works, along with City Engineer, we have been putting together an RFQ to get a Comprehensive Master Plan for Stormwater.

Director of Human Resources Jeff Grant presented “Years of Service Awards” to Ken Deal, Lyn Dedge and Steve Hotchkiss for their 20 plus years of service with the City of Statesboro.

Director of Human Resources Jeff Grant introduced Yvette Tippins with Paxin, LLC. This program is designed for young people ages 18-24 years, giving them work experience, building work ethics and helping them learn job related skills. Paxin, LLC does time keeping, record keeping, payroll and liability insurance. A mandatory 40 hour Career Pathway Training Class is required before an individual can be placed in the work program. This class teaches independent living skills and being an effective employer with an emphasis on financial literacy. Mayor Moore stated this is very exciting for the City as it will allow the City to participate with 10 individuals to work in various departments within the City which will be paid by Paxin LLC.

Mayor Moore added item 3(E) to the agenda which recognizes the City of Statesboro as finishing in the final 8 for “America’s Best Communities”. The presentation was held last week in Durham, North Carolina. Bob Mikell stated they have 11 months to finish the engineering plans for the redevelopment of the “Blue Mile”. The competition is cream of the crop and we need to put our best foot forward and really distinguish ourselves from the rest of the competition. DSDA Director Allen Muldrew stated this is truly a community effort and will be part of the grading in the final round of competition. Phyllis Thompson stated, in their next presentation, they will have to prove they used the \$100,000.00 winnings from this past round, exactly as they had planned. This competition started with over 350 entries which was roughly our size. We made the top fifty last year. In January, we made the top fifteen and last week we made the top eight. The total winnings for the final choice in this competition are 3 million dollars for the community. The final round of competition will be held in New York in 11 months

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

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

- A) Approval of Minutes**
  - a) 04-19-2016 Council Minutes**
  - b) 04-19-2016 Executive Session Minutes**
  - c) 04-21-2016 Budget Retreat Minutes**
  
- B) Consideration of a Motion to authorize the Mayor to sign a Power Easement for construction, operation and maintenance with the Georgia Power Company for the City/County Training Tower.**

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

## **Consideration of a Motion to approve Special Event Permit**

### **a) BVT Enterprises Inc. – Semi-Professional Soccer Team**

Bob Mikell representing BVT Enterprises Inc. spoke in favor of the permit. The alcohol served under this permit will be complementary. It will only be available for those who are in the VIP box. The approval dates for the permit will be May 21<sup>st</sup>, June 3<sup>rd</sup>, June 11<sup>th</sup>, June 23 and June 25<sup>th</sup> 2016. This event will be held on Eagle Field located at 1226 Malecki Drive.

Councilman Yawn inquired of City Attorney Alvin Leaphart if he needed to recuse himself from voting since he works for GSU. City Attorney Alvin Leaphart stated he does not see any reason for Councilman Yawn to recuse himself from voting as GSU does not have a substantial interest in the special event permit submitted to the City of Statesboro.

Councilman Boyum made a motion, seconded by Councilman Jones to approve a Special Event Permit to BVT Enterprises Inc. for May 21<sup>st</sup> June 3<sup>rd</sup> June 11<sup>th</sup> June 23<sup>rd</sup> and June 25<sup>th</sup>. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

## **Consideration of a Motion to approve the Georgia Emergency Management Agency/Homeland Security (GEMA/HA) Statewide Mutual Aid and Assistance Agreement**

Emergency Management Agency Director Ted Winn and Deputy Director Ed Eckles presented an overview of the agreement and the impact it has on our community.

Councilman Yawn made a motion, seconded by Councilman Chance to approve the Georgia Emergency Management Agency/Homeland Security (GEMA/HA) Statewide Mutual Aid and Assistance Agreement. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

## **Consideration of a Motion to award a “Sole Source” purchase to HD Supply Waterworks in the amount of \$63,825.00 for Sensus water meters and transmitters to be paid from operating revenue**

Councilman Chance made a motion, seconded by Councilman Riggs to award a “Sole Source” purchase to HD Supply Waterworks in the amount of \$63,825.00 for Sensus water meters and transmitters to be paid from operating revenue. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

## **Consideration of a Motion to award a “Sole Source” 12 month Lease/Purchase Agreement to Burnett Lime Company for a total obligation of \$201,820.00 for the delivery and installation of a Cal-Flo Lime Slurry System and a “Sole Source” purchase of Cal-Flo liquid lime at a cost of \$0.059 per liquid pound delivered to Statesboro Wastewater Treatment Plant.**

Councilman Riggs made a motion, seconded by Councilman Chance to award a “Sole Source” 12 month Lease/Purchase Agreement to Burnett Lime Company for a total obligation of \$201,820.00 for the delivery and installation of a Cal-Flo Lime Slurry System and a “Sole Source” purchase of Cal-Flo liquid lime at a cost of \$0.059 per liquid pound delivered to

Statesboro Wastewater Treatment Plant. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to award a contract for Major Street Repairs in the amount of \$85,000.00 to Ellis Wood Contracting. This project was budgeted under CIP number ENG-STS-30. Submitted unit pricing will be utilized to bring the lowest submitted bid total of \$97,660.00 to the recommended \$85,000.00 contract total for this project.**

Councilman Riggs made a motion, seconded by Councilman Chance to award a contract for Major Street Repairs in the amount of \$85,000.00 to Ellis Wood Contracting. This project was budgeted under CIP number ENG-STS-30. Submitted unit pricing will be utilized to bring the lowest submitted bid total of \$97,660.00 to the recommended \$85,000.00 contract total for this project. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to set the Public Hearing for the FY2017 Budget for Thursday June 9, 2016 at 5:00 pm in the Council Chambers at City Hall.**

Director of Finance Cindy West stated the FY2017 Public Hearing for the City of Statesboro Budget is set for Thursday, June 9, 2016 at 5:00 pm. After some discussion the date and time was changed to Tuesday, June 7, 2016 at 10:00 am.

Councilman Chance made a motion seconded by Councilman Riggs to set the Public Hearing for the FY2017 Budget for Tuesday June 7, 2016 at 10:00 am in the Council Chambers at City Hall. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a motion to appoint a voting delegate for the 2016 GMA Annual Convention at the Westin in Savannah**

Councilman Boyum made a motion seconded by Councilman Riggs to appoint Councilman Sam Lee Jones to be the voting delegate for the 2016 GMA Annual Convention at the Westin in Savannah. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to appoint a flag bearer for the “Flag of Parades” at the GMA Annual Convention at the Westin in Savannah**

Councilman Boyum made a motion seconded by Councilman Riggs to appoint Councilman Sam Lee Jones to be the flag bearer for the “Flag of Parades” GMA Annual Convention at the Westin in Savannah. Councilman Boyum, Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 5-0 vote

**Update on the City of Statesboro City Manager Search.**

Director of Human Resources Jeff Grant gave an update concerning the search for a new City Manager. The search opened on March 11, 2016 and closed on April 15, 2016. He stated fifty seven applications have been submitted. A questionnaire had been sent to the top 15 to 20



candidates. Those questionnaires are due May 3, 2016. After that the top 10 to 12 will be presented to Council by next week, Wednesday. Council will choose 4 to 6 candidates for interviews. We are looking to do interviews the first week of June 2016.

**Other Business from City Council:** None

**City Managers Comments:** None

**Public Comments (General):** None

**Consideration of a Motion to Adjourn**

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

The meeting was adjourned at 10:30 am.



## WORK EXPERIENCE AGREEMENT ASSURANCES AND CERTIFICATIONS

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Agreement Number

The following assurances are provided as part of the Work Experience Agreement:

1. The Provider is an equal opportunity employer and complies with all relevant local, state and federal laws.
2. Appropriate standards of health and safety will be maintained in the participant's work and learning environment.
3. The employer certifies compliance with applicable child labor laws.
4. The employer certifies that there are no abnormal labor conditions such as a strike or lockout, and that the company has not had a lay-off of a substantial number of experienced or able workers in the participant's assigned position.
5. The employer certifies that a union concurrence statement will be acquired if placement is a union worksite.
6. The participant will not engage in any political activity on behalf of the provider or any other entity.
7. The employer will assure that the participant has obtained a work permit, if applicable.
8. The participant will not be engaged in the construction, operation or maintenance of any facility used for religious instruction or worship.
9. Contractor staff will make periodic visits to the participant's worksite to assure compliance with these assurances as well as the activity plan of this agreement.
10. An appropriate supervisor will sign the participant's Time Sheet verifying the hours worked.
11. An appropriate supervisor will assist in assignment and achievement of work readiness by the participant.
12. The Time Sheet will be completed and submitted for payment no later than the close of the business day following the last day of each pay period. Pay periods end on the 15<sup>th</sup> and last day of each month.
13. Unless the Agreement is modified, the activity period will not be extended beyond the ending date of the Agreement.

14. The employer will notify the Contractor of any injuries, excessive absences, disciplinary issues, and issues which may require action by the Contractor.

\_\_\_\_\_  
Employer's Authorized Signature

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Contractor Staff Signature

No. \_\_\_\_ of \_\_\_\_ Executed Original Counterparts.  
Counterpart of \_\_\_\_\_.

**STATE OF GEORGIA;**  
**COUNTY OF BULLOCH:**

**RENTAL AGREEMENT**

**THIS RENTAL AGREEMENT**, hereinafter referred to as "Agreement", is made and entered into effective of the \_\_\_\_ day of \_\_\_\_\_, 2016, hereinafter referred to as "the date hereof", by and between **MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO**, whose address for purposes of this Agreement is 50 East Main Street, Statesboro, GA 30458, Party of the First Part, hereinafter referred to as "Landlord", and **THE AVERITT CENTER FOR THE ARTS, INC.**, whose address for purposes of this Agreement is 33 East Main Street, Statesboro, GA 30458, Party of the Second Part, hereinafter referred to as "Tenant."

**WITNESSETH THAT:**

**WHEREAS**, Landlord is the owner of certain improved real property, hereinafter referred to as the "Premises" and more particularly described in that certain legal description marked EXHIBIT "A" attached hereto; and

**WHEREAS**, Tenant desires to operate the Arts Incubator Laboratory, referred to herein as the "Program" and thus requires a facility from which to operate the Program; and

**WHEREAS**, a major component of the Program will consist of a functioning pottery studio (the "Activity");

**WHEREAS** the parties hereto understand and acknowledge that the leased premises described herein and this Agreement are subject to a Covenant of Use, Purpose, and Ownership by the Georgia Southern University Research & Service Foundation, Inc. for the benefit of the United States Department of Commerce, Economic Development Administration (EDA) dated May 29, 2014 and recorded in Book 2245 Pages 58-62, in the Office of the Clerk of Bulloch County, Georgia Superior Court Records;

**WHEREAS** Tenant has determined the Premises are suitable for the purpose of operating the Program; and

**WHEREAS**, Landlord has duly authorized and approved this Agreement of transaction at its regular meeting on May 17, 2016; and

**WHEREAS**, Tenant has duly authorized and approved this rental transaction at its regular meeting of its Board of Directors on March 22, 2016, and in accordance with the by-laws of The Averitt Center for the Arts, Inc., Jenny Foss, President, is authorized and empowered to execute this Agreement on behalf of Tenant; and

**NOW, THEREFORE**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and for other good and valuable consideration, in hand paid at and before the execution and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.  
PROPERTY RENTED

For and in consideration of the mutual promises and of the terms and conditions hereinafter set forth to be kept by Tenant, Landlord hereby grants and rents the Premises unto Tenant, and Tenant does hereby take and hire the Premises from Landlord, on the promises and on the terms and conditions hereinafter set forth. This Agreement creates the relationship of Landlord and Tenant between the parties hereto, and no estate shall pass from Landlord to Tenant under this Agreement. Tenant has, by virtue of this Agreement, only a usufruct as that word is set forth and used in O.C.G.A. Ch. 44-7.

2.

TERM AND EXTENSIONS

2.1 This Agreement shall be for the Term beginning on July 1, 2016 and ending at 11:59 p.m., prevailing legal time in Statesboro, Georgia, on June 30, 2017, (the Initial Termination Date) unless sooner terminated as hereinafter provided.

2.2 Should Tenant cease to operate the Program on the Premises for a period of one-hundred eighty (180) days, or be otherwise abandoned, this Agreement is hereby terminated.

2.3 Tenant is hereby granted options to extend the Term for TEN (10) successive additional periods of ONE (1) year each (each such additional period being herein referred to as an "Extended Term"). Tenant shall have the right to exercise each option to extend provided that on the date of such exercise Tenant is not in default under this rental agreement beyond the expiration of any applicable cure period. Tenant may exercise an option to extend the Term during the period of time not more than sixty (60) and not less than the day prior to the Initial Expiration Date or the date upon which date an Extended Term would expire but for the exercise of an extension of the Term. The Extended Terms and the Final Extended Term shall be upon all of the same terms, covenants and conditions of this Agreement then applicable, except that the number of options to extend shall decrease by one for each option to extend which is exercised by Tenant.

3.

RENT

Tenant agrees to pay Landlord, at the above-stated address, or at such other address or addresses as may be designated in writing from time to time by Landlord, a total fixed annual rental equal to \$1.00 payable on the date hereof for the Term. In the event the Term is extended, for the Extended Term and each successive Extended Term, Tenant shall at the beginning thereof pay Landlord a total fixed annual rental equal to \$1.00 for each year of such Extended Term.

4.

OCCUPANCY AND USE OF PREMISES

Tenant shall occupy the Premises continuously throughout the term of this Agreement and will not desert, surrender, abandon or cease using the Premises during the term of this contract. Tenant shall use the Premises solely for the purposes herein set forth and for the purpose of fulfilling the requirements of the Program. Tenant's use of the Premises shall be subject to and in accordance with the existing and future rules, regulations, and policies of Landlord, and such changes in regulations and policies shall be presented to Tenant thirty (30) days before the date of effectiveness and shall not interfere with Tenant's Activity. Without limitation of the foregoing, Tenant shall not: (a) use the Premises for any illegal purpose, or for any purpose inimical to the health, safety and welfare of the public; (b) commit, or suffer to be committed, any waste in or on the Premises; or (c) create, or permit to be created, any nuisance in or on the Premises.

5.

OPERATIONS AND MAINTENANCE

Tenant shall pay for all water, sewer, electrical, waste disposal and utility services provided to the Premises. Tenant shall, at its own expense, maintain and keep in good repair the improvements on the Premises throughout the term of this Agreement and shall not commit waste upon the Premises but only to the extent of the monies appropriated or lawfully provided for that purpose.

6.

AMERICANS WITH DISABILITIES ACT

Landlord shall be responsible for all costs and compliance with Title III of the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., (hereinafter the "ADA"). Notwithstanding any provision of this agreement to the contrary, Landlord is and shall be solely responsible for assuring that the Premises and all common areas are at all times in compliance with the ADA and all regulations promulgated thereunder. Landlord shall not charge Tenant for, or seek reimbursement from Tenant for, any expenditures associated with ADA and regulatory compliance.

7.

MUTUAL APPROVAL OF PLANS

All plans for facility modifications shall be subject to the approval of the Landlord, which will not be unreasonably withheld. Any construction and improvements of the Premises by Tenant, or Tenant's employees or Tenants, shall conform to "state minimum standard codes", as defined in O.C.G.A. Title 8, Part 2, entitled "State Building, Plumbing, Electrical, Etc., Codes."

8.

TERMINATION BY LANDLORD, RECAPTURE OF CAPITAL INVESTMENT

In the event Landlord shall require this property for public purposes of the Landlord, Landlord may terminate this Agreement upon one hundred eighty (180) days written notice, but not sooner than five years from the date hereof. In the event of such termination prior to the end of all remaining Extended Terms, Landlord shall account to Tenant for any remaining value of the capital improvements to the Premises, value to be determined on the date the Tenant vacates the Premises, by depreciating the cost of such improvements over the reasonable life of such improvements, but not less than five years.

9.

NO ASSIGNMENT OR SUBLETTING

These Premises are leased for the sole use of Tenant to be used under the terms of this Agreement, and said Premises are not to be assigned or sublet to Third Parties without both the express written consent of Landlord and compliance with the terms and conditions of the aforesaid *Covenant of Use and Purpose and Ownership*. Should the tenant elect to sublease any part of the property it shall be the Tenants responsibility to obtain the necessary consent from the EDA for such subleasing, and furnish evidence of this consent to the Landlord as a condition precedent to the Landlord providing express written consent.

10.

RIGHT OF FIRST REFUSAL TO PURCHASE

In the event Landlord shall decide to sell the Premises, and receives an offer which Landlord intends to accept, Tenant shall have the first right of refusal to purchase the Premises at the offered price, such right to be exercised within thirty (30) days of written notice of such offer from Landlord to Tenant. Should the Tenant exercise the right of first refusal, Tenant shall first obtain the prior written consent of EDA pursuant to the aforesaid *Covenant of Use, Purpose and Ownership* for the sale of the Premises to Tenant and furnish evidence of the EDA consent to the Landlord as a condition precedent to the Tenant exercising the right of first refusal. In the event Landlord does sell the Premises to the Tenant pursuant to this Paragraph, the deed of conveyance shall contain an affirmative statement by the Tenant that Tenant accepts and agrees to be bound by the aforesaid *Covenant of Use, Purpose and Ownership* (described as set forth in 4<sup>th</sup> Whereas clause of this Agreement).

11.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

Tenant shall, at all times, obey and be in strict compliance with all applicable federal, state or local laws, regulations and ordinances.

12.

TRADE FIXTURES

Tenant may remove all of Tenant's personal property and Tenant's trade fixtures from the Premises on or before the expiration or termination time and date of this Agreement. Tenant shall repair all damage to the Premises resulting from the removal of Tenant's personal property and Tenant's trade



fixtures. Tenant agrees that all of Tenant's personal property and trade fixtures in or on the Premises are located there at Tenant's risk and Landlord shall not be liable for any damage thereto or loss thereof.

13.  
INSPECTION

For the purpose of inspecting the Premises and facilities, Tenant shall permit Landlord, upon reasonable prior notice, to enter in and on the Premises and within the facilities during either Landlord's regular business hours or Tenant's regular business hours. No inspection, review or approval of plans or Premises of Tenant by Landlord shall be deemed to be for Tenant's benefit. Any such inspection, review, approval or other act by Landlord shall be deemed for the Landlord's own benefit and purposes only.

14.  
INSURANCE

14.1 Third Party Liability: The Tenant shall be responsible from the time of the signing this Agreement or from the effective date, whichever shall be later, for third party liability of any kind resulting from its occupancy or any construction work undertaken by Tenant or on Tenant's behalf. Tenant shall be responsible for obtaining insurance (including self-insurance) through commercial insurance or state cooperative insuring programs for its personal property and trade fixtures on the Premises. Landlord shall be responsible for providing insurance covering third party liability resulting from the acts or omissions of its officers and employees, and any landowner liability not due to the acts or omissions of Tenant or Tenant's officers, or employees.

14.2 Fire and Hazard Insurance: The Landlord shall maintain a fire and all risks hazard insurance coverage upon the improvements on the Premises, such insurance to be in an amount not less than the full replacement cost of the improvements, exclusive of excavations and foundations. Tenant shall be an additional insured on such policy as its interests may appear.

15.  
DEFAULT BY TENANT

If Tenant defaults in the performance or observance of any provision of this Agreement which is required to be kept by Tenant, notwithstanding whether such event of default be monetary or nonmonetary in nature, and remains in default for thirty (30) calendar days after the date of service of notice of such default by Landlord; Landlord may, but only during the continuance of such default, proceed to terminate this Agreement and Tenant's rights thereunder.

16.  
NOTICES

All notices, statements, reports, demands, requests, consents, approvals, waivers and authorizations, hereinafter collectively referred to as "notices," required by the provisions of this Agreement to be secured from or given by either of the parties hereto to the other shall be in writing

(whether or not the provision hereof requiring such notice specifies written notice: and the original of said notice shall be delivered either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail - Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this Agreement. Either party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party shall be given.

17.  
TIME OF THE ESSENCE

Time is of the essence of this Agreement.

18.  
HOLDING OVER

Tenant shall not use and shall promptly vacate possession of the Premises upon the expiration or any termination of the term of this Agreement. Any holding over or continued use or occupancy of the Premises by Tenant after the expiration or termination of the term of this Agreement, without consent of Landlord, shall not constitute a Tenancy-At-Will in Tenant, but Tenant shall be a Tenant-At-Sufferance and shall be required to vacate the Premises immediately without notice. There shall be no renewal or extension of the term of this Agreement by operation of law and in no event, without a new written Agreement, shall the occupancy extend beyond 50 years.

19.  
NO JOINT VENTURE

Nothing contained in this Agreement shall make, or be construed to make, Landlord or Tenant partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or be construed to render, either Landlord or Tenant liable to a third party for the debts or obligations of the other.

20.  
NON WAIVER

No failure at either party hereto to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

21.  
RIGHTS CUMULATIVE

All rights, powers and privileges conferred by this Agreement upon Landlord and Tenant shall be cumulative of, but not restricted to, those given by law.

22.  
SEVERABILITY

If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or enforceable portion shall be construed or reformed to preserve as such of the original words, terms, purpose and intent as shall be permitted by law.

23.  
BINDING EFFECT

Each of the terms and conditions of this Agreement shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto and to their successors and assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case specifically expressed.

24.  
INTERPRETATION

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

25.  
GEORGIA AGREEMENT

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

26.  
SECTION HEADINGS

The brief headings or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.

27.  
COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed on and the same instrument as the other.

28.  
SPECIAL STIPULATIONS

The Special Stipulations attached hereto as Exhibit "B" are incorporated by reference herein. In the event of any conflict between the provisions herein and the Special Stipulations, the Special Stipulations shall control.

29.  
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between Landlord and Tenant and constitutes the full, complete and entire agreement between Landlord and Tenant with respect to the Premises and Tenant's use and occupancy thereof; no member, officer, employee, representative or agent of Landlord or Tenant has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying adding to, deleting from, or changing the terms and conditions of this Contract. No modification of or amendment to this Contract shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Landlord and Tenant and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, Landlord and Tenant, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed, and delivered all as of the date hereof.

LANDLORD: MAYOR AND CITY COUNCIL OF STATESBORO

By: \_\_\_\_\_  
JAN J. MOORE, MAYOR

Attest: \_\_\_\_\_  
SUE STARLING, CITY CLERK

(Signatures continued on following page)

(Signatures continued from previous page)

TENANT:

AVERITT CENTER FOR THE ARTS, INC.

By: \_\_\_\_\_  
Jenny Foss, as President of the Averitt Center  
for the Arts, Inc.

Attest: \_\_\_\_\_  
Laura Wheaton, as Secretary of the Averitt  
Center for the Arts, Inc.

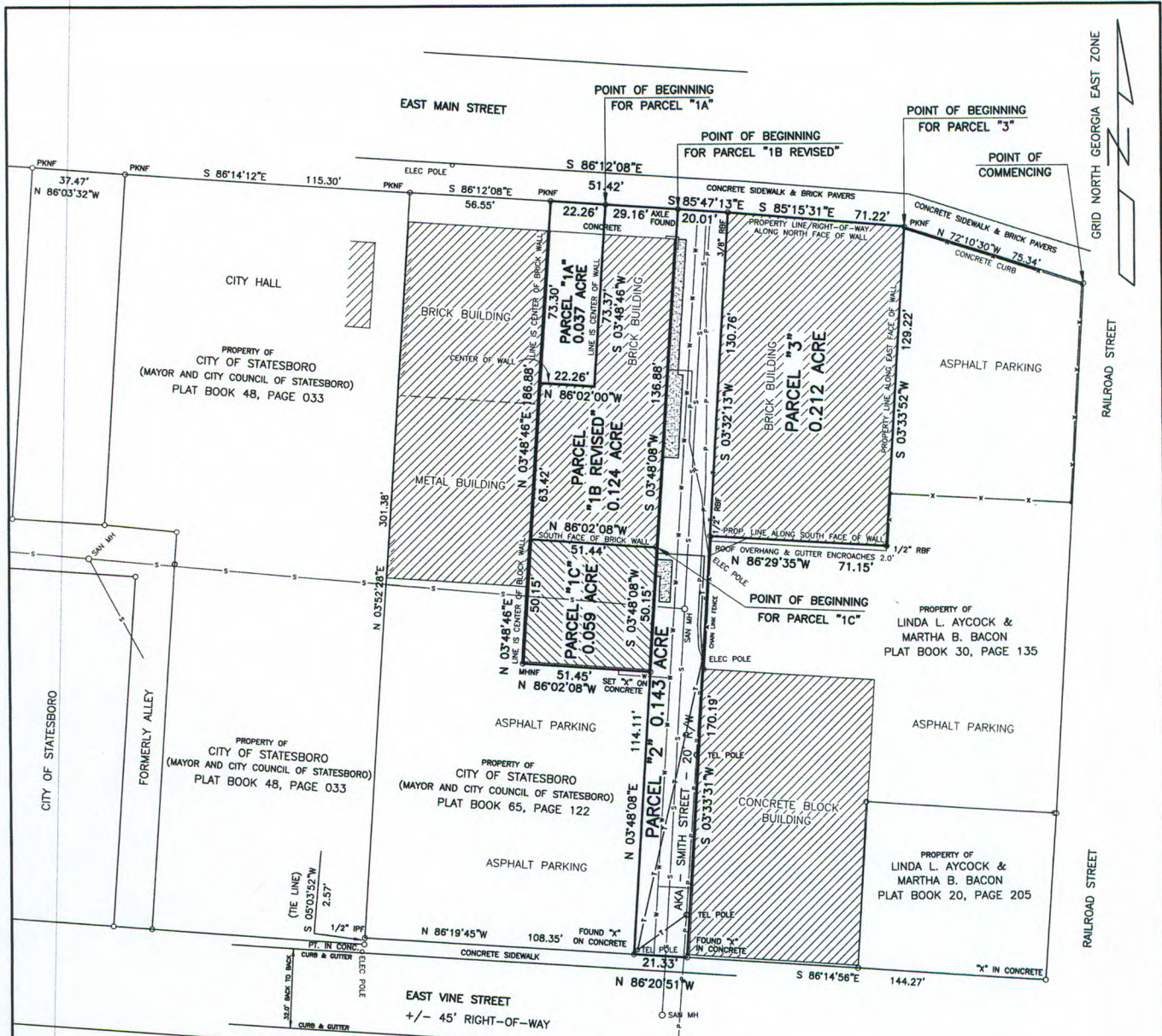
**EXHIBIT "A"**  
**Legal Description**

All that certain parcel of land lying and being in the 1209<sup>th</sup> G.M.D., Bulloch County, City of Statesboro, Georgia containing 0.059 acre and being more particularly described as PARCEL "1C" according to a plat prepared by John A. Dotson dated April 28, 2014, revised September 02, 2014 which reads as follows:

COMMENCING at a point located at the intersection of the western right-of-way of Railroad Street and the southern right-of-way of East Main Street; THENCE along the southern right-of-way of East Main Street N 72°10'30"W for a distance of 75.34' to a p-k nail found (PKNF); THENCE along said right-of-way N 85°15'31"W for a distance of 71.22' to three eights inch rebar found (3/8" RBF); THENCE along said right-of-way N 85°47'13" W for a distance of 20.01' to an axle found (AXLE FOUND); THENCE S 03°48'08" W for a distance of 136.88' to a point, which is the POINT OF BEGINNING.

BEGINNING at said point,  
THENCE S 03°48'08"W for a distance of 50.15' to an "x" set on concrete;  
THENCE N 86°02'08"W for a distance of 51.45' to mag hub nail found (MHNF);  
THENCE along the center of a block wall N 03°48'46"E a distance of 50.15' to a point;  
THENCE along the southern face of a brick wall S 86°02'08"E a distance of 51.44' to a point,  
which is the POINT OF BEGINNING,

Said parcel bound as follows:  
NORTH by Parcel "1B Revised", property of City of Statesboro.  
EAST by Parcel "2", known as Smith Street.  
SOUTH by property of City of Statesboro.  
West by property of City of Statesboro.



CERTIFICATE OF APPROVAL FOR RECORDING  
 PLANNING DIRECTOR, CITY OF STATESBORO

Pursuant to the Subdivision Regulations of the City of Statesboro, Georgia, all the requirements for Approval having been fulfilled, this final Plat was given Approval by the City of Statesboro on 9/25/14 at 2:14 PM.

Date 9-27-14 Mayor [Signature]  
 Date 9/25/14 Planning Director [Signature]

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.C. 15-6-67.

SEE PROPERTY LINE AGREEMENT BETWEEN THE CITY OF STATESBORO & DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY RECORDED IN DEED BOOK 2147, PAGE 511.

SURVEY OF FIVE PARCELS, LOCATED IN THE 1209TH G.M.D., BULLOCH COUNTY, CITY OF STATESBORO, GEORGIA.

MAXWELL/REDDICK & ASSOCIATES, INC.  
 ENGINEERS / LAND SURVEYORS  
 1221 MERCHANT WAY, SUITE 201  
 STATESBORO, GA. 30458  
 PHONE: (912) 764-4214  
 CERTIFICATE OF AUTHORIZATION # LSF000953

LEGEND:  
 PKNF = PK NAIL FOUND  
 IPF = IRON PIPE FOUND  
 R/W = RIGHT-OF-WAY  
 MINS = MAG HUB NAIL SET  
 PKNS = PK NAIL SET  
 RFB = REBAR FOUND

REFERENCES:  
 DEED BOOK 119, PAGE 164  
 DEED BOOK 844, PAGE 329  
 DEED BOOK 1118, PAGE 0037  
 DEED BOOK 1796, PAGE 0511  
 DEED BOOK 1983, PAGE 0314  
 DEED BOOK 2147, PAGE 0511  
 DEED BOOK 2221, PAGE 011

SURVEY FOR **CITY OF STATESBORO**

PRECISION DATA  
 E.O.C. FIELD 1 / 145284  
 ERROR PER ANGLE 00' 00" 01"  
 ADJ. METHOD LEAST SQUARES  
 E.O.C. PLAT 1 / 41786 TO 1 / 266877

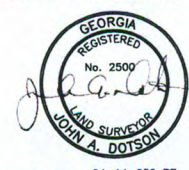
FIELD EQUIPMENT  
 STEEL TAPE  
 MAGNETIC LOCATOR  
 TOTAL STATION

SCALE 1" = 30'

DATE APRIL 28, 2014

REVISED SEPT. 2, 2014 (ADD "1C" AND REVISE "1B")

FIELD SURVEY COMPLETED 08-28-2014



FILE NO. 04-14-052 RE  
 SURVEY COORDINATE FILES\B\BURNSD.CRD  
 2013\CITY OF STATESBORO\COSFABLAB 04-28-2014 REV.DWG

PLAT FOR STATESBORO TELEPHONE CO. BY LAMAR O. REDDICK & ASSOCIATES DATED MAY 21, 1984.

Plat Bk 65 Page 578

**EXHIBIT "B"**  
**Special Stipulations**

**Special Stipulations**

***SUBORDINATION***

1. This Agreement shall be subject and subordinate to all provisions of the said *Covenant of Use, Purpose and Ownership* dated May 29, 2014 granted for the benefit of the United States Department of Commerce, Economic Development Administration and recorded in the records of the Clerk of the Bulloch County, Georgia Superior Court in Deed Book 2245 on Pages 58-62.

***PURPOSE OF PARAGRAPH IDENTIFICATION REFERENCES***

2. The brief, captioned, paragraph-identifications references which appear in bold italics above each numbered paragraph of this Exhibit "B" are for the purpose of convenience only and shall be completely disregarded in construing this Rental Agreement.

***PREMISES TO BE USED FOR SPECIFIC PURPOSE***

3. Landlord and Tenant agree to use the Premises only for the purpose specified in EDA Financial Assistance Award No. 04-79-06832, entitled City Campus Incubator/Fab Lab, for the duration of this Agreement including any Extended Terms.

***OPERATIONS AND MAINTENANCE***

4. The renovations referenced in Paragraph 5 and Paragraph 7 do not include the major renovation of the building by the Landlord pursuant to the EDA grant award. The renovations contemplated by Paragraph 5 and Paragraph 7 refer only to renovations made solely by the Tenant subsequent to the completion of major renovation of the building by the Landlord pursuant to the EDA grant award.

Tenant shall exercise due care in the use and maintenance of the Premises and shall keep the Premises in good repair and in a condition equivalent in all respects to that which it is received upon completion of the major renovation of the building by the Landlord pursuant to the said EDA Financial Assistance Award. Tenant shall at its own cost and expense, maintain the Premises in good repair, condition, and working order and shall



service and furnish all minor, customary, and preventive parts and maintenance required to keep the Premises in good working order. Minor, customary and preventive parts and maintenance shall include items such as bulbs, ballasts, thermostats, filters, float switches, fittings, valves, seals, Freon, door locks, door returns, door knobs, handles, faucets, minor pipe leaks, water heater elements, ceiling tiles, floor coverings, and similar preventative maintenance, parts and parts replacement.

Tenant shall promptly notify Landlord of any issues with the Premises concerning its structural, mechanical, electrical, roofing, or heating and air systems. Landlord shall be responsible for the repair or the replacement of such major systems concerning the Premises' structural, mechanical, electrical, roofing, or heating and air systems. Major items shall include items such as repairs to or replacement of heat pumps, compressors, coils, water heaters, motors, windows, exterior doors, roof leaks, electrical panels, and similar major systems.

#### ***TERMINATION BY LANDLORD, RECAPTURE OF CAPITAL INVESTMENT***

5. At the time of this Agreement all capital investment for the renovation of the Premises is being funded in part by EDA pursuant to said Financial Assistance Award, and no capital investment is being made by the Tenant.

#### ***COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW***

6. As to the Premises and Program, at all times the Landlord and Tenant shall comply with and abide by all applicable Federal, State and local laws, statutes, ordinances and regulations regarding a.) non-discrimination by the Landlord and Tenant and b.) all Federal, State and Local environmental matters / requirements. The foregoing provisions shall be specifically in addition to, but in no way a limitation, on the terms and provisions in Paragraph 11 of the Lease.

***NO JOINT VENTURE***

9. Nothing in this agreement shall alter or amend the Landlord's and Tenant's duties and obligations under the Covenant of Use, Purpose and Ownership dated May 29, 2014 granted for the benefit of the United States Department of Commerce, Economic Development Administration recorded in the records of the Clerk of the Bulloch County Superior Court in Deed Book 2245 on Pages 58-62.

***END OF EXHIBIT "B"***

PROPERTY OF THE CITY OF CHARLOTTE

# Memorandum

**To:** Robert Cheshire, Deputy City Manager

**CC:** Sue Starling, City Clerk  
Cindy West, Finance Director  
Darren Prather, Director of Central Services

**From:** Van H. Collins, Director of Water & Wastewater *V.H.C.*

**Date:** 5/5/2016

**Re:** Consideration for a Motion to award a Contract to Tyson Utilities Construction, Inc. in the amount of \$1,108,897.93 for the installation of Utility Infrastructure for Phase 3, I-16/U.S.301. Project is to be funded from 2013 SPLOST proceeds.

---

Bids were received and opened at 3:00 pm on April 6, 2016 for the installation of Utility Infrastructure for Phase 3, I-16/U.S.301.

Bids were as follows:

Tyson Utilities Construction, Inc.	\$1,108,897.93
Southeastern Civil, Inc.	\$1,117,850.00
Y-Delta, Inc.	\$1,189,682.38

There was a Technical Review Committee meeting held at 10:00 am on Thursday, April 21, 2016 with City and County representatives to discuss the bid for Phase 3, I-16/U.S.301 water and sewer installation and request approval to forward to both governing bodies for consideration to award a contract to the low bid submitted by Tyson Utilities Construction, Inc., which was well under the Engineers estimate of \$1,535,712.00. This item was voted on by the committee and was unanimously approved. This project will be funded by 2013 SPLOST proceeds.

You will find attached, the Abstract of Bids and a recommendation from Hussey, Gay Bell to award the contract to the low bidder, Tyson Utilities Construction, Inc.

This being said, it is also my recommendation that Mayor and Council consider awarding a Contract to Tyson Utilities Construction, Inc. in the amount of \$1,108,897.93 for the installation of Utility Infrastructure for Phase 3, I-16/U.S.301.

As always, I appreciate any consideration given to my request.

**HUSSEY GAY BELL**  
— Established 1958 —

April 7, 2016

Mr. Van H. Collins  
Director of Water and Wastewater  
City of Statesboro  
302 Briarwood Road  
Statesboro, Georgia 30458

**RE: I-16/U.S. HIGHWAY 301 UTILITY INFRASTRUCTURE  
PHASE 3  
STATESBORO, GA**

Dear Mr. Collins:

Bids were received April 7, 2016 for the above referenced project.

Tyson Utilities Construction, Inc.	\$1,108,897.93
Southeastern Civil, Inc.	\$1,117,850.00
Y-Delta, Inc.	\$1,189,682.38

As indicated, the low bid was submitted by Tyson Utilities Construction, Inc. of Metter, Georgia. It is recommended they be awarded a contract in the amount of \$1,108,897.93. The successful bidder has the resources to successfully prosecute the work.

Also enclosed are three (3) copies of the Abstract of Bids for your use.

Sincerely,

HUSSEY GAY BELL



CHRIS BURKE, P.E.

Enclosures

cc: Robert Cheshire, P.E.  
Jason Boyles  
Brad Deal, P.E.  
Estella Roberson

**ABSTRACT OF BIDS**  
**I-16/U.S. HWU 301 UTILITY INFRASTRUCTURE - PHASE 3**  
**STATESBORO, GEORGIA**

Bids Received: April 6, 2016

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	Tyson Utilities Construction, Inc. Metter, GA			Southeastern Civil, Inc. Statesboro, GA 30458		Y-Delta, Inc. Statesboro, GA 30458	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	
<b>WATER MAIN</b>									
1.	2-inch PE water main, SDR 21, Pressure Class 200, installed by Horizontal Directional Drill	150 LF	\$15.72	\$2,358.00	\$14.50	\$2,175.00	\$11.00	\$1,650.00	
2.	2-inch PE water main, SDR 21, Pressure Class 200, open cut	1400 LF	\$7.55	\$10,570.00	\$4.00	\$5,600.00	\$7.26	\$10,164.00	
3.	Connect to existing 12-inch water main w/ tapping saddle and 2-inch corp stop	1 EA	\$1,536.00	\$1,536.00	\$1,250.00	\$1,250.00	\$712.46	\$712.46	
<b>FORCE MAIN</b>									
4.	12-inch PVC force main, AWWA C900, SDR-open cut	1,200 LF	\$20.50	\$24,600.00	\$19.25	\$23,100.00	\$20.93	\$25,116.00	
5.	12-inch RJ PVC force main, AWWA C900, SDR-18, open cut	150 LF	\$28.14	\$4,221.00	\$26.50	\$3,975.00	\$31.05	\$4,657.50	
6.	12-inch Fusible PVC force main, AWWA C900, DR 18, installed by Horizontal Direction Drill	165 LF	\$96.65	\$15,947.25	\$100.00	\$16,500.00	\$96.80	\$15,972.00	
7.	Connect to existing 12-inch force main Thermoplastic	1 LS	\$2,200.00	\$2,200.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	
8.	12" x 12' Wye	1 EA	\$1,785.00	\$1,785.00	\$1,200.00	\$1,200.00	\$1,360.64	\$1,360.64	
9.	12" Sleeve	1 EA	\$945.00	\$945.00	\$650.00	\$650.00	\$739.79	\$739.79	
10.	12" 45° Compact DI Bend	3 EA	\$970.50	\$2,911.50	\$750.00	\$2,250.00	\$1,072.85	\$3,218.55	
11.	12" Gate Valve and Box	2 EA	\$2,078.00	\$4,156.00	\$1,800.00	\$3,600.00	\$1,929.43	\$3,858.86	
12.	Force Main Air Release Valve and Manhole	1 EA	\$4,391.00	\$4,391.00	\$3,200.00	\$3,200.00	\$5,453.48	\$5,453.48	
<b>GRAVITY SEWER</b>									
13.	12-inch PVC Gravity Sewer AWWA C900, DR18								
13a.	6'-12' deep	520 LF	\$27.74	\$14,424.80	\$39.00	\$20,280.00	\$41.01	\$21,325.20	
13b.	12'-18' deep	1700 LF	\$42.49	\$72,233.00	\$50.00	\$85,000.00	\$46.01	\$78,217.00	
13c.	18'-24' deep	1,035 LF	\$46.49	\$48,117.15	\$68.00	\$70,380.00	\$56.01	\$57,970.35	
14.	Jack and Bore 24-inch Steel casing for 12-inch sewer	400 LF	\$357.02	\$142,808.00	\$270.00	\$108,000.00	\$250.80	\$100,320.00	
15.	Install 12-inch PVC gravity sewer, AWWA C900, DR 18, in 24-inch steel casing	400 LF	\$38.52	\$15,408.00	\$62.00	\$24,800.00	\$41.25	\$16,500.00	
<b>16. Manholes, 4' Diameter, Standard</b>									
16a.	6'-12' deep	2 EA	\$3,702.00	\$7,404.00	\$2,415.00	\$4,830.00	\$3,588.95	\$7,177.90	
16b.	12'-18' deep	5 EA	\$3,840.00	\$19,200.00	\$2,980.00	\$14,900.00	\$4,327.88	\$21,639.40	
16c.	18'-24' deep	4 EA	\$4,998.00	\$19,992.00	\$4,200.00	\$16,800.00	\$5,369.21	\$21,476.84	
16d.	Outside Drop Manhole 18'-24'	1 EA	\$10,641.00	\$10,641.00	\$6,500.00	\$6,500.00	\$8,657.16	\$8,657.16	
<b>LIFT STATION</b>									
17.	Duplex Submersible Pump Station Complete	JOB LS	\$383,594.76	\$383,594.76	\$400,000.00	\$400,000.00	\$451,630.02	\$451,630.02	
18.	Receiving Manhole with Outside Drops, HDPE Lining and 15-inch PVC Gravity Sewer (AWWA C900, DR 18) to Wetwell	1 EA	\$17,213.00	\$17,213.00	\$17,000.00	\$17,000.00	\$19,514.83	\$19,514.83	
19.	Installation, wiring, power pole, antenna pole for SCADA, and plumbing for SCADA system	JOB LS	\$2,310.00	\$2,310.00	\$26,500.00	\$26,500.00	\$2,840.40	\$2,840.40	
20.	Allowance - SCADA & Submerged Rated 12-inch Magnetic Flow Meter	JOB LS	\$34,785.00	\$34,785.00	\$34,785.00	\$34,785.00	\$34,785.00	\$34,785.00	
21.	Emergency backup power generator	JOB LS	\$84,105.00	\$84,105.00	\$73,500.00	\$73,500.00	\$80,100.00	\$80,100.00	
<b>MISCELLANEOUS</b>									
22.	15-inch RCP Pipe	25 LF	\$35.17	\$879.25	\$30.00	\$750.00	\$75.00	\$1,875.00	
23.	Clearing & Grubbing	2 AC	\$5,600.00	\$11,200.00	\$9,000.00	\$18,000.00	\$12,000.00	\$24,000.00	
24.	Grassing, Fertilizing and Mulching	18,500 SY	\$0.55	\$10,175.00	\$0.40	\$7,400.00	\$0.50	\$9,250.00	
25.	Construction Entrance/Exit	2 EA	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00	
26.	Sd1-S	1,500 LF	\$2.50	\$3,750.00	\$2.75	\$4,125.00	\$1.50	\$2,250.00	
27.	SD1-NS	5,100 LF	\$1.50	\$7,650.00	\$1.50	\$7,650.00	\$2.50	\$12,750.00	
28.	Traffic Control	1 LS	\$1.00	\$1.00	\$850.00	\$850.00	\$2,500.00	\$2,500.00	
29.	Remove unsuitable material, dispose off-site,	700 CY	\$57.75	\$40,425.00	\$45.00	\$31,500.00	\$40.00	\$28,000.00	
30.	Remove unsuitable material, dispose off-site, replace with approved off-site fill material	200 CY	\$17.00	\$3,400.00	\$15.00	\$3,000.00	\$25.00	\$5,000.00	
31.	12-FT wide all-weather access road	2,400 SY	\$13.75	\$33,000.00	\$17.00	\$40,800.00	\$20.00	\$48,000.00	

**ABSTRACT OF BIDS**

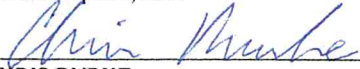
**I-16/U.S. HWU 301 UTILITY INFRASTRUCTURE - PHASE 3  
STATESBORO, GEORGIA**

Bids Received: April 6, 2016

ITEM NO.	DESCRIPTION	Tyson Utilities Construction, Inc. Metter, GA			Southeastern Civil, Inc. Statesboro, GA 30458		Y-Delta, Inc. Statesboro, GA 30458	
		ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
32.	Grading, spreading/disposal of excess excavated material, remove and replace signs, remove and replace monuments, tree protection, remove and replace trees and fence as needed, mobilization, clean-up, insurance, bonds, and other miscellaneous items not specifically listed but necessary for a complete job	JOB LS	\$48,561.22	\$48,561.22	\$34,000.00	\$34,000.00	\$55,000.00	\$55,000.00
<b>TOTAL</b>				<b>\$1,108,897.93</b>		<b>\$1,117,850.00</b>		<b>\$1,189,682.38</b>

<b>Bid Bond</b>	5%	5%	5%
<b>Addendum No. 1</b>	x	x	x

I certify that this is a correct Abstract of Bids  
received April 6, 2016

  
\_\_\_\_\_  
CHRIS BURKE  
HUSSEY GAY BELL  
CONSULTING ENGINEERS  
SAVANNAH, GEORGIA

# Memo



**TO:** Robert Cheshire, Deputy City Manager  
**FROM:** Darren Prather, Central Services Director  
**DATE:** 5-9-16  
**Re:** Recommendation—Engineering Services/Natural Gas Pipeline Design

---

The City of Statesboro issued a request for qualifications (RFQ) for design, construction plans and permitting services for the construction of a high-pressure natural gas pipeline. This project is budgeted in fiscal years 2016 and 2017 under CIP number NGD-2 in the total amount of \$1,200,000.00. If approved, this engineering contract would be funded as a component of this complete construction project. This pipeline project will include the crossing of a railroad and river located on US 301 at the Ogeechee River at the boarder of Bulloch and Screven County. The pipeline will be approximately 5,000 feet in length and will replace an existing one that no longer provides adequate service. The RFQ submittals were evaluated by a four member evaluation team based on similar projects completed, experience and understanding of natural gas critical issues, experience with GDOT and the firm's staff/qualifications. Three firms submitted RFQ responses and they are as follows:

<u>Firm</u>	<u>Average Score</u>
1. AMEC Foster Wheeler	50 / 56
2. Keck & Wood, Inc.	43.75 / 56
3. SAPP Engineering	45 / 56

We recommend the Council approve the Mayor to enter into negotiations and be approved to sign a contract with AMEC Foster Wheeler for engineering services for CIP number NGD-2. At the completion of the engineering design phase, the construction portion of this project will be sent out for sealed bids and will come to Council for approval.

# LANIER, WESTERFIELD, DEAL & PROCTOR

CERTIFIED PUBLIC ACCOUNTANTS  
201 SOUTH ZETTEROWER AVENUE  
P.O. BOX 505  
STATESBORO, GEORGIA 30459  
PHONE (912) 489-8756  
FAX (912) 489-1243

MEMBERS  
AMERICAN INSTITUTE OF CERTIFIED  
PUBLIC ACCOUNTANTS  
GEORGIA SOCIETY OF CERTIFIED  
PUBLIC ACCOUNTANTS

WILLIAM RUSSELL LANIER, CPA  
JOSEPH S. WESTERFIELD, CPA  
RICHARD N. DEAL, CPA, CGMA  
KAY S. PROCTOR, CPA, CFE, CGMA  
LEE ANN LANE, CPA  
JENNIFER GROOMS, CPA  
WILLIAM BLAKE BLOSER, CPA

May 10, 2016

Cindy West  
Finance Director  
City of Statesboro  
P.O. Box 348  
Statesboro, Georgia 30458

Dear Cindy,

We appreciate the opportunity to provide our proposed fees for an extension of our contract for audit services to perform the audit of the City's June 30, 2016 financial statements. With no unexpected circumstances related to the City's accounting records or encountered during the audit, we are willing to perform the fiscal 2016 audit for the same fee of \$42,000 used for the fiscal 2015 audit. If this is agreeable to the City, I will forward an engagement letter for the June 30, 2016 audit.

Sincerely yours,

  
Richard N. Deal, CPA, CGMA



**RESOLUTION 2016-20**

**APPOINTING DARREN PRATHER TO THE BOARD OF DIRECTORS OF THE  
AVERITT CENTER FOR THE ARTS, INCORPORATED**

**WHEREAS**, Article V, Section 1 of the Bylaws of the Averitt Center for the Arts, Incorporated provides, in relevant part that the “Board of Directors shall consist of twelve (12) members to be selected as hereinafter provided. One (1) Director shall be appointed by the Statesboro City Council.”

**WHEREAS**, the Mayor and City Council desire to exercise the appointment power provided above;

**WHEREAS**, the Mayor and City Council agree and affirm that Darren Prather, Director of Central Services, has the background and character that would be helpful to the Averitt Center for the Arts, Incorporated Board in discharging its responsibilities;

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

Section 1. That Darren Prather is hereby appointed to the Board of Directors of the Averitt Center for the Arts, Incorporated for the term on the Board of Directors that ends June 30, 2017.

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

Adopted this 17<sup>th</sup> day of May, 2016

CITY OF STATESBORO, GEORGIA

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By: Jan .J Moore, Mayor

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Attest: Sue Starling, City Clerk