



June 6th, 2017 9:00 am

1. Call to Order by Mayor Jan J. Moore
2. Invocation and Pledge of Allegiance by Mayor Jan Moore
3. Recognitions/Public Presentations
 - A) Recognition for City of Statesboro “Employee of the Year”
 - B) Retirement of John Paul Ellis, Wastewater Maintenance Technician, with 15 years of service for the City of Statesboro
 - C) Update on Police Department’s new shift scheduling
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 05-16-2017 Council Minutes
 - b) 05-16-2017 Executive Session Minutes
 - B) Consideration of a motion to approve the surplus of vehicles and weapons from the Statesboro Police Department as attached in exhibit A-D.
6. Public Hearing and discussion of the proposed City of Statesboro Budget for Fiscal Year 2018.
7. Public Hearing and First Reading of **Ordinance 2017-08**: An Ordinance Amendment modifying the application of Section 6-8 as it applies to Hotels holding Class B and/or C alcoholic beverage licenses.
8. Consideration of a Motion to Approve **Resolution 2017-19**: A Resolution adopting maximum tariff rates allowed by towing and storage operators engaged in non-consensual towing
9. Consideration of a Motion to approve the renewal of the “Statesboro Police Department Towing Rotation Agreement” template for use by the Statesboro Police Department to regulate towing companies performing towing services at the request of the Statesboro Police Department.
10. Consideration of a Motion to Award a contract for the construction of a wash rack to Hawk Construction in the amount of \$180,350.00. This item was budgeted in the amount of \$190,000.00 for FY2017 under CIP#SWC-18.

11. Consideration of a Motion to award a contract for banking services to BB&T Bank for four one-year terms.
12. Motion to award contracts for auditing services to Lanier, Westerfield, Deal and Proctor in the amount of \$43,000.00 FY 2017, \$44,000.00 FY 2018 and \$45,000.00 FY 2019. If approved, each yearly contract will be signed prior to beginning auditing services. Auditing services are funded under the Finance Department in the General Fund.
13. Consideration of a Motion to approve **Resolution 2017-20** A Resolution for the reclassification within the Central Services Department of a GIS Specialist position to a IT Support Specialist position.
14. Consideration of a Motion to Accept the Memorandum of Understanding (MOU) between the Averitt Center for the Arts, The Downtown Statesboro Development Authority, and the City of Statesboro (“the Partners”) to collaborate and to make an application for the America’s Best Communities Competition and award funding.
15. Other Business from City Council
16. City Managers Comments
17. Public Comments (General)
18. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
Council Minutes
May 16, 2017**

A regular meeting of the Statesboro City Council was held on May 16th, 2017 at 5:30p.m. in the Council Chambers at City Hall. Present were Council Members: Sam Lee Jones, Jeff Yawn, John Riggs and Travis Chance. Also present were City Manager Randy Wetmore, Deputy City Manager Robert Cheshire, City Clerk Sue Starling and City Attorney Cain Smith. Mayor Jan Moore and Councilmember Phil Boyum were absent.

The meeting was called to order by Mayor Pro Tem Travis Chance.

The Invocation and Pledge of Allegiance was given by Councilman Jeff Yawn.

Recognitions/Public Presentations

A) Proclamation for National Police Week

Mayor Pro Tem Travis Chance read the proclamation to recognize “National Police Week”. Police Chief Mike Broadhead stated we lose about 220 officers a year to suicide.

B) Proclamation presented to the City of Statesboro Department of Public Works & Engineering recognizing the week of May 21 - 27, 2017 as "Public Works Week"

Director of Public Works and Engineering Jason Boyles updated Council on some of the projects that have been completed by the Public Works Department.

Mayor Pro Tem Travis Chance read the proclamation to recognize “Public Works Week”.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 05-02-2017 Council Minutes

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

Public Hearing and Consideration of a Motion to Approve: APPLICATION # RZ 17-04-02: Dr. Alex Jordan and Sherry Jordan request a zoning map amendment for .31 acres of property located at 11 West Grady Street from the R3 (Medium Density Multiple Family Residential District) zoning district to the R6 (Single Family Residential) zoning district to divide the property into two (2) parcels for future development (Tax Parcel S19 000033 000).

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

No one spoke for or against the request.

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

Councilman Yawn made a motion, seconded by Councilman Riggs to approve: **APPLICATION # RZ 17-04-02**: Dr. Alex Jordan and Sherry Jordan request a zoning map amendment for .31 acres of property located at 11 West Grady Street from the R3 (Medium Density Multiple Family Residential District) zoning district to the R6 (Single Family Residential) zoning district to divide the property into two (2) parcels for future development (Tax Parcel S19 000033 000). Councilman Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to Approve: APPLICATION # RZ 17-04-01: Wayne Laircey requests a zoning map amendment for .37 acres of property located on West Parrish Street from the R20 (Single Family Residential) zoning district to the CR (Commercial Retail) zoning district (Tax Parcel S16 000077 000).

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

Wayne Laircey spoke in favor of the request. Mr. Laircey also asked Council to refund the money he spent for a platt and other fees. No one else spoke for or against the request

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

Councilman Riggs made a motion, seconded by Councilman Jones to approve **APPLICATION # RZ 17-04-01**: Wayne Laircey requests a zoning map amendment for .37 acres of property located on West Parrish Street from the R20 (Single Family Residential) zoning district to the CR (Commercial Retail) zoning district (Tax Parcel S16 000077 000). Councilman Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

The refund of fees was not a part of the vote.

Consideration of a Motion to approve an alcohol application for Sec.6-17(d) exemptions to open container prohibition

a) Eagle Creek Brewing Company

Councilman Yawn made a motion, seconded by Councilman Riggs to approve an alcohol application for Sec.6-17(d) exemptions to open container prohibition for Eagle Creek Brewery Company. Councilman Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to Approve Resolution 2017-18: A Resolution to accept the Georgia Department of Transportation's Multimodal Safety and Access Grant in the amount of \$230,510 (or 70% of project cost, whichever is less) for the East Main Sidewalk Project from Lester Road to East of Veterans Parkway.

Councilman Riggs made a motion, seconded by Councilman Yawn to approve Resolution 2017-18: A Resolution to accept the Georgia Department of Transportation's Multimodal Safety and Access Grant in the amount of \$230,510 (or 70% of project cost, whichever is less) for the East Main Sidewalk Project from Lester Road to East of Veterans Parkway. Councilman Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to set the Public Hearing for the FY2018 Budget for Tuesday June 06, 2017 at 9:00 am in the Council Chambers at City Hall.

Councilman Jones made a motion, seconded by Councilman Riggs to set the Public Hearing for the FY2018 Budget for Tuesday June 06, 2017 at 9:00 am in the Council Chambers at City Hall. Councilman Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Other Business from City Council: None

City Managers Comments

City Manager Randy Wetmore stated the Council meeting set for July 4th, 2017 is cancelled. Deputy City Manager Robert Cheshire updated Council on an emergency sewer repair . He stated the line was failing. Tyson Utilities and Y-Delta were the bidders with the bid going to Tyson Utilities.

Public Comments (General)

A) Kristine Yager-Rushton request to speak regarding neighborhood sidewalks

Kristine asked Council to look putting sidewalks in residential areas such as Park Ave, Brannen St, Wend Wood, and Pine Cove. She also stated that motorists speed thru these areas and do not show any respect for pedestrians.

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

At 6:00 pm, Councilman Riggs made a motion, seconded by Councilman Yawn to enter into Executive Session to discuss “Potential Litigation” in accordance with **O.C.G.A.§50-14-3**

(2012). Councilman Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to Adjourn

At 6:15 pm, Councilman Yawn made a motion, seconded by Councilman Riggs to exit Executive Session. Councilman Jones, Yawn, Riggs and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

There was no action taken in Executive Session.

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

The meeting was adjourned at 6:15 pm.

CITY OF STATESBORO

COUNCIL

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



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

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

To: Randy Wetmore, City Manager

From: Charles "Mike" Broadhead, Chief of Police
Robert W. Bryan, Deputy Chief *RB*

Date: 05/10/17

RE: Surplus Vehicles and Weapons to be approved for surplus and/or disposal

Policy Issue: Surplus or disposal of certain property.

- a) Consideration of a Motion to Approve the surplus and/or disposal of 12 patrol cars (Ford Crown Victoria's model years 2001 – 2006).
- b) Consideration of a Motion to Approve the surplus and/or disposal of 69 firearms.

Recommendation: Staff recommends the items listed on the pages listed as Attachments A – D be approved for surplus and/ or disposal.

Background:

The Statesboro Police Department has 12 patrol vehicles that are at the end of their life cycle. They are Ford Crown Victoria's that range in age from 2001 – 2006. These vehicles are either currently inoperable or require repairs that would be fiscally burdensome.

The Department also has 56 firearms that have been seized or recovered and have been turned over to the department per court order SU16CV176T. The department also has 13 firearms in the department's inventory that have been deemed to no longer fit the department's needs.

The department now is seeking to surplus and/or dispose of the vehicles and firearms.

CITY OF STATESBORO

COUNCIL

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



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

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

Budget Impact: None

Council Person and District: All

Attachments: Memorandum listing 12 vehicles to be approved for surplus and/or disposal. List of firearms to be considered for surplus and/or disposal, 4 pages listed as Attachments A-D.



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

To: Chief M. Broadhead
Deputy Chief R. Bryan

FROM: Sergeant D. Colson

DATE: May 9, 2017

RE: Surplus Marked Patrol Vehicles

I have compiled a list of older model patrol vehicles not suitable for patrol. Currently there are 4 Ford Crown Victoria patrol cars being stored at the city shop. These 4 vehicles were used for spare parts and equipment. These vehicles are not drivable and the recommendations for these vehicles are to have them scrapped. The vehicle information is as follows:

Old Unit 21	2004 Crown Vic	VIN: 2FAFP71W04X124672
Old Unit 23	2005 Crown Vic	VIN: 2FAFP71W55X136866
Old Unit 18	2004 Crown Vic	VIN: 2FAFP71W74X124670
Old Unit 13	2004 Crown Vic	VIN: 2FAFP71W64X124675

The following list is compiled of Ford Crown Victoria's which are currently in the uniform patrol inventory. These vehicles are mechanically unfit for patrol purposes. The expense to repair and replace the parts needed to make them mechanically reliable would be extremely costly. The vehicle information is as follows:

Unit 6	2005 Crown Vic	VIN: 2FAFP71W85X136862
Unit 12	2005 Crown Vic	VIN: 2FAFP71W35X136865
Unit 15	2005 Crown Vic	VIN: 2FAFP71WX5X136863
Unit 26-1	2005 Crown Vic	VIN: 2FAFP71W15X136864
Unit 27	2005 Crown Vic	VIN: 2FAFP71W75X136867
Unit 30	2006 Crown Vic	VIN: 2FAFP71W26X138205
Unit 31	2006 Crown Vic	VIN: 2FAFP71W66X138207
Unit 33	2001 Crown Vic	VIN: 2FAFP71W62X130781

Statesboro Police Department Handgun List

Attachment A

CRN	Serial #	Make	Model	Caliber	Order #
1) 2007-07008	314-97571	RUGER	P95	9mm	SU16CV176T
2) 2007-07928	FS015526	COBRA		.380	SU16CV176T
3) 2009-00847	343227	LORCIN	L380	.380	SU16CV176T
4) 2009-04609	734308	HI-POINT	JCP	.40	SU16CV176T
5) 2010-00021	BES17157U	BERETTA	21A-.22LR	.22	SU16CV176T
6) 2010-00024	180191	JENNINGS	J-22	.22	SU16CV176T
7) 2010-00467	351241	RG	RG14	.22	SU16CV176T
8) 2010-00997	FS019733	COBRA	FS380	.380	SU16CV176T
9) 2010-03457	B84616	LLAMA	9MM	9mm	SU16CV176T
10) 2010-04478	14101	JIMINEZ	J.A. NINE	9mm	SU16CV176T
11) 2010-05153	774694	HI-POINT	JCP	.40	SU16CV176T
12) 2010-05522	RAX8466	S&W	SW40VE	.40	SU16CV176T
13) 2010-05731	70854	DAVIS INDU	DM22	.22	SU16CV176T
14) 2010-06447	0079	COBRA	PATRIOT	.380	SU16CV176T
15) DISREGARD					
16) 2010-06488	TXF84234	TAURUS	PT24/7	.25	SU16CV176T
17) 2010-06488	1099585	RAVEN	MP-25	.25	SU16CV176T
18) 2010-06706	RAL4337	S&W	SW9VE	9mm	SU16CV176T
19) 2011-01338	NVU208	GLOCK	GLOCK 22	.40	SU16CV176T
20) 2011-02335	P1228478	HI-POINT	C9	9mm	SU16CV176T
21) 2011-02826	CFT3023	S&W	.38 REVLOVER	.38	SU16CV176T
22) 2011-03936	TIF85965	TAURUS	PT99AF	9mm	SU16CV176T
23) 2011-04529	2151	JIMINEZ ARMS	J.A. NINE	9mm	SU16CV176T
24) 2011-04943	316-26766	RUGER	P95DC	9mm	SU16CV176T
25) 2011-04943	260119	S&W	32 REVOLVER	.32	SU16CV176T
26) 2011-06017	1542882	RAVEN	MP-25	.25	SU16CV176T
27) 2011-06326	473689	LORCIN	L380	.380	SU16CV176T
28) 2011-06582	150802	JIMINEZ ARMS	J.A. 380	.380	SU16CV176T
29) 2011-07075	AP413072	DAVIS INDU	P-380	.380	SU16CV176T
30) 2011-07222	1320457	BRYCO ARMS	380	.380	SU16CV176T
31) 2012-00035	574-06206	RUGER	SP101/357	.357	SU16CV176T
32) 2012-01295	W214072	ROSSI	38 SPECIAL	.38	SU16CV176T
33) 2012-01457	P008888	HI-POINT	C9MM	9mm	SU16CV176T
34) 2012-01823	307-86735	RUGER	P89DC	9mm	SU16CV176T
35) 2012-01911	TCZ8914	S&W	5906	9mm	SU16CV176T

Statesboro Police Department Handgun List

Attachment B

36) 2012-03283	50318	Charter ARMS	2000	.38	SU16CV176T
37) 2012-03479	157938	JIMINEZ ARMS	J.A.NINE	9mm	SU16CV176T
38) 2012-03560	PBB3556	S&W	SW40E	.40	SU16CV176T
39) 2012-05576	523724	WALTHER	635	6.35mm	SU16CV176T
40) 2012-06001	NM283287	SPRINGFIELD	1911-A1	.45	SU16CV176T
41) 2012-07018	X435377	HI-POINT	JHP	.45	SU16CV176T
42) 2012-07379	BR96576V	BERETTA	25 CAL	.25	SU16CV176T
43) 2013-00372	D865138	ROSSI	38 SPECIAL	.38	SU16CV176T
44) 2013-01080	979961	CHARTERARMS	38 SPECIAL	.38	SU16CV176T
45) 2013-01368	90857	LORCIN	L380	.380	SU16CV176T
46) 2013-02918	515MY04258	BROWNING	22LONG	.22	SU16CV176T
47) 2013-03893	AA0861	KEL-TEC	P-11	9mm	SU16CV176T
48) Disregard					
49) Disregard					
50) 2013-05406	DAX1066	S&W	38 SPECIAL	.38	SU16CV176T
51) 2013-06347	30K5404	S&W	38 SPECIAL	.38	SU16CV176T

Date: _____

Relinquished by: _____

Relinquished to: _____

Statesboro Police Department Rifle List

Attachment C

	CRN	Serial #	Make	Model	Order #
1	1006953	N553196	WINCHESTER	1400MKII	SU16CV176T
2	1106790	L553546	MOSSBERG	12 GAUGE	SU16CV176T
3	1106799	1117628V	REMINGTON	12 GAUGE	SU16CV176T
4	1107222	0012493	NORINCO	98-12 GAUGE	SU16CV176T
5	1107222	P505900	SPRINGFIELD	944	SU16CV176T
6	1107222	71338835	REMINGTON	715 W/SCOPE	SU16CV176T
7	1300207	21505302	MARLIN	22	SU16CV176T
8	1301368	C1101440	TAPCO	SKS 3E207	SU16CV176T

Date: _____

Relinquished by: _____

Relinquished to: _____

Departmental Weapons To be Surplused

Attachment D

Make	Model	Cal	Serial #
Colt	AR-15 A3	223	LBD002939
Colt	AR-15 SP1	223	SP182053
HK	UMP 45	45	163-002931
HK	UMP45	45	163-002930
UZI	Model B	9mm	SA59219
Cap Chur	Pistol	Tranquilizer Dart	PP493
	Pistol	Tranquilizer Dart	CC1977
Cap Chur	Rifle	Tranquilizer Dart	R3455
	Rifle	Tranquilizer Dart	R8644
TruFlight	37mm Launcher	37mm	3761
Remington	11-87	12ga	PC303746
Remington	870	12 ga	W956576M
Remington	870	12 ga	W956599M

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Cain Smith, City Attorney

Date: May 30, 2017

RE: June 6, 2017 City Council Agenda Items

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

Recommendation: N/A

Background: First Reading

Budget Impact: None

Council Person and District: N/A

Attachments: Amended and existing Ordinance

Sec. 6-8. - Regulations pertaining to certain classes of licenses only.

(a) Retail beer and wine by the package.

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

(2) Except as specifically provided for in paragraph (b) below concerning growlers, the original retail containers of any alcoholic beverage sold by a retail beer and wine by the package licensee hereunder shall not open on the lot or premises of the location licensed for the sale thereof.

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

Sec. 6-8. - Regulations pertaining to certain classes of licenses only.

(a) Retail beer and wine by the package.

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

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

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

TO: Randy Wetmore, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: May 30, 2017

RE: Resolution adopting maximum tariff rates allowed by towing and storage operators engaged in non-consensual towing

POLICY ISSUE: Yearly renewal of the practices of towing and storage operators engaged in nonconsensual towing. There are no proposed changes to the rates allowed for towing and storage.

RECOMMENDATION: That Council approves the 2017-19 Resolution

BACKGROUND: Sec. 18-235. – Towing and storage fees.

(b) Fees for towing and storage of vehicles shall be set by the mayor and city council of Statesboro and shall be posted and available at the Statesboro Police Department. Said fees shall be set by resolution in June, 2008, and every June thereafter.

BUDGET IMPACT: N/A

COUNCIL PERSON: All Districts.

ATTACHMENTS: Proposed Resolution 2017-19

RESOLUTION 2017-19: A RESOLUTION ADOPTING MAXIMUM TARIFF RATES ALLOWED BY TOWING AND STORAGE OPERATORS ENGAGED IN NON-CONSENSUAL TOWING

WHEREAS, O.C.G.A. § 44-1-13 the practices of towing and storage operators engaged in nonconsensual towing;

WHEREAS, O.C.G.A. § 44-1-13 (b)(2) expressly provides the governing authority of a municipality the authority to require towing and storage operators to charge lower a lower maximum rate tariff than what is established and set by the Georgia Department of Public Safety in the Statewide Maximum Rate Tariff for nonconsensual towing;

WHEREAS, the Mayor and City Council finds that it is in the public interest and welfare to set a lower maximum rate tariff than what is established and set by the Georgia Department of Public Safety in the Statewide Maximum Rate Tariff for nonconsensual towing;

WHEREAS, the Mayor and City Council have adopted an ordinance to regulate this activity, and said ordinance calls for certain fees to be established by the Mayor and City Council; and

NOW THEREFORE BE IT RESOLVED that any towing or storage operator engaged in the business of providing nonconsensual towing service shall not charge the owner or operator of any towed motor vehicle more than the maximum rates published in the "Nonconsensual Towing Maximum Rate Tariff" prescribed by the Mayor and City Council which is attached as Exhibit A to this resolution.

BE IT FURTHER RESOLVED that no storage fees shall be charged for the first 24-hour period from the time the motor vehicle is removed from the property.

BE IT FURTHER RESOLVED that the fees stated in the "Nonconsensual Towing Maximum Rate Tariff" prescribed by the Mayor and City Council which is attached as Exhibit A to this resolution shall be all inclusive; no additional fees may be charged for the use of dollies, trailers, lifts, slim jims or any other equipment or service.

BE IT FURTHER RESOLVED that only the charges or rates for storage and removal that are contained in the "Nonconsensual Towing Maximum Rate Tariff" prescribed by the Mayor and City Council which is attached as Exhibit A shall be billed or collected by the wrecker service for towing or storage services;

BE IT FURTHER RESOLVED that the imposition of unauthorized charges or rates for storage and removal is a violation of Section 18-235 of the Code of Ordinances and shall subject the offending towing or storage operator, upon conviction in the Municipal Court, to a maximum fine of \$1000.00 and period of incarceration not to exceed THIRTY (30) DAYS, and that any violation shall be reported to the Georgia Department of Public Safety so that agency can take appropriate action against the offending owner's or operator's state issued nonconsensual towing license.

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

Adopted this ____ day of June, 2017

THE MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA

By: _____
Jan J. Moore, Mayor

Attest: _____
Sue Starling, City Clerk

Exhibit "A"
Mayor and City Council of Statesboro
Non- Consensual Towing Maximum Rate Tariff

A. TOWING RATES AND CHARGES

- | | |
|--|------------------------|
| 1. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,000 pounds or less | Not to exceed \$150.00 |
| 2. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,001 pounds to 20,000 | Not to exceed \$150.00 |
| 3. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater-per unit charge | Not to exceed \$250.00 |
| 4. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater-combination unit | Not to exceed \$400.00 |

B. STORAGE RATES AND CHARGES

- | | |
|---|-----------------------|
| 1. Storage for the first 24 hours, beginning at the time the vehicle is removed from the property | No charge |
| 2. Storage for any day or days the impoundment facility is closed and the vehicle's owner is unable to claim the vehicle | No charge |
| 3. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,000 pounds or less | Not to exceed \$15.00 |
| 4. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,001 pounds to 20,000 pounds | Not to exceed \$20.00 |
| 5. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater- per unit charge | Not to exceed \$25.00 |
| 6. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater-combination unit | Not to exceed \$50.00 |

C. OTHER RATES AND CHARGES

Operator Fee

- | | |
|---|------------------------|
| 1. If the vehicle has been hooked with hoisting apparatus or loaded by the wrecker service and the vehicle has not left the premises and the owner or operator produces ignition key and removes vehicle immediately. | |
| (a) Operator Fee for vehicles with a GVWR of 19,999 or less | Not to exceed \$60.00 |
| (b) Operator Fee for vehicles with a GVWR of 20,000 or more | Not to exceed \$125.00 |

After Hours Fee

- | | |
|--|-----------------------|
| 1. After hours fee may be charged if the vehicle's owner wishes to claim an impounded vehicle at any time other than between 8:00 a.m. and 6:00 p.m. Monday through Friday, and between 10:00 a.m. and 2:00 p.m. on Saturday and Sunday. | Not to exceed \$25.00 |
|--|-----------------------|



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Randy Wetmore, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: May 13, 2017

RE: Wrecker Agreement

POLICY ISSUE: Renewal of Agreement establishing standards for private companies to be on the police department call rotation list

RECOMMENDATION: That Council approve the 2017 Wrecker Agreement with minor alterations as listed below.

BACKGROUND: In 2016 the Statesboro City Council approved a formal agreement which established standards for tow truck companies, managers, drivers, and storage yards that wanted to be on the police department's "call-out" rotation. The police department uses the call-out list for every wrecker that is needed in relation to a police activity, from traffic crashes to evidence impounds. The list is set as a "rotation", meaning that each company is called, in-turn, based on the next name on the list, to ensure that each company gets equal opportunity to provide towing services. In order to be on the list, individual companies must agree to the standards established in the "Wrecker Agreement."

As established by Council, the Wrecker Agreement was set for an annual renewal, meaning that each company had to sign the agreement each year (starting July 1), which includes providing driver histories and criminal histories for key employees.

The original (2016) Agreement, which is currently in effect, had a date by which interested companies had to turn in their packets in order to be considered. However, later in the Agreement there was an opportunity for companies to join the list mid-year. A change to the proposed language for the next Agreement establishes a date by which the packets should be turned in so that they can be in effect by July 1, 2017, but allows for packets turned in late to be processed as time allows, on a case-by-case basis.

BUDGET IMPACT: No impact. There are no fees associated directly with the Agreement, and staff time has already been budgeted as part of normal duties.

COUNCIL PERSON: All Districts.

ATTACHMENTS: Proposed Wrecker Agreement.

STATESBORO POLICE DEPARTMENT TOWING ROTATION AGREEMENT
July 01, 2017 to June 30, 2018

DEFINITIONS

- | | |
|-----------------------------------|---|
| 1. "SPD" means: | The Statesboro Police Department |
| 2. "Company" means: | The towing company making application for Rotation |
| 3. "Owner" means: | Person(s) that own and/or operate/manage a company regardless if they are an operator/driver. |
| 4. "Operator" means: | An approved tow truck driver/operator. |
| 5. "Yard" means: | A secured impoundment facility that meets the requirements of the Department of Public Safety Rule 570-6-1-08 |
| 6. "Normal Business Hours" means: | 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays |
| 7. "Sanctions" means: | A penalty including but not limited to warnings, suspensions, and/or termination. |

DISCLAIMER

SPD is seeking to establish a Towing Rotation list to be used when a sworn officer requests the removal and towing of a motor vehicle. The SPD reserves the right to make any changes to the Agreement, with sufficient notice to the Companies.

Being on the SPD Towing Rotation lists is a privilege and not a right and does not create a contract between the SPD and the Company. To be eligible to be on any SPD Towing Rotation list, towing companies must submit, during open application, the Towing Rotation Application and must agree to comply with the rules and regulations as set forth in this Towing Rotation Agreement. Towing Companies on SPD Towing Rotation list must also follow all Federal, State, and local laws and regulations pertaining to tow companies. Failure to comply with the terms of this Agreement or applicable Federal, State, and local laws and regulations may lead to sanctions against the towing company as described in the Agreement.

The signature of the duly authorized representative on the Application and Agreement shall confirm that the entire document has been read, the information given is complete and accurate, the company and all employees are bound by all provisions of the Agreement, the company understands the requirements to be placed on and remain on any SPD Towing Rotation list, the company accepts the conditions of the Agreement, and the company accepts responsibility for the actions of its owners, agents, employees, and tow truck passengers as they relate to the Agreement and do so with the full understanding that inclusion on any SPD Towing Rotation list is voluntary and a discretionary privilege extended by the SPD and not a legal right. Inclusion on SPD's Towing Rotation list does not guarantee any Company an equal or specific number of Rotation Calls. Falsification of any portion of this Application or Agreement or in the documentation provided in support of the Application shall be cause for immediate removal from the Towing Rotation list and may be charged as a separate criminal offense.

PROJECT DESCRIPTION

1. This rotation and agreement will be effective July 1, 2017 to June 30, 2018, unless terminated earlier at the discretion of SPD.

2. Renewals and Enrollment for existing and/or new companies must be completed annually during the Renewal/Enrollment period specified by the SPD.

APPLICATION OBLIGATIONS

The SPD will receive sealed packets until 4:30 p.m. Friday, June 16, 2017 at the SPD Building located at 25 West Grady Street, Statesboro, Georgia 30458. Packets delivered by this date and time will be processed in time for the July 1 agreement date. Packets turned in late will be handled on a case by case basis.

1. Packet must be complete in order to be considered.
2. The right is reserved to reject all applications, to waive any informality or technicality, or to accept applications deemed in the best interest of the SPD.
3. Packets that have trucks, drivers, yards, owners, operators, or managers not qualifying for participation will not have those trucks, drivers, yards, owners, operators or managers considered.

ROTATION AGREEMENTS

I. Terms, Conditions, Procedures, and Agreements

A. The Company

1. The company is responsible to submit all information requested in the application.
2. Managers - who do not drive or operate tow trucks - must submit original GCIC Criminal Histories not older than thirty (30) days. Arrests that do not have dispositions listed may not be acceptable for the background check unless the court summary is attached showing dispositions of charges.
3. Managers must be within compliance of the criteria listed below:
 - a. Are legally authorized to work in the United States.
 - b. The term "conviction" as used in the below subparagraphs shall include a finding or verdict of guilt, plea of guilty, or a plea of nolo contendere including anyone placed under a court's supervision to avoid a judgment of guilt being entered under what is commonly referred to as a plea in abeyance such as a "first offender sentence" or "pre-trial diversion program."
 - c. The date of conviction shall be measured from the day a finding or verdict of guilt is made, or plea of guilty, or a plea of nolo contendere entered, or the day the person was placed under a court's supervision to avoid a judgment of guilt being entered under what is commonly referred to as "first offender sentence" or "pre-trial diversion program."
 - d. The term "moral turpitude" shall mean conduct which is done knowingly contrary to justice, honesty, or good morals; has an element of falsification or fraud, or contains an element of harm or injury directed to another person or another's property.
 - e. Shall not have been convicted in a Georgia, or of a similar crime in any other State, of murder, rape, armed robbery, kidnapping, aggravated sodomy, aggravated sexual

battery, aggravated child molestation, any felony crime involving an assault or battery against a law enforcement officer or government official, or any felony crime involving sexual conduct. Shall not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease and not been adjudicated restored to competency, and shall not be a Registered Sex Offender in Georgia or any other State.

- f. Shall not have any convictions classified as a felony or misdemeanor crime in Georgia, or in any other State, involving violence, moral turpitude, weapons, illegal use of or possession of any substance, domestic violence, resisting arrest, obstruction of justice, or theft within the last (5) years.

4. The Company must maintain at least one approved yard within seven (7) miles of the city limits.

5. If the Company has only one approved Driver at any point in time throughout the Rotation year, and that Driver is going to be unavailable or out of service for any length of time, the Company shall not use an unauthorized driver during the absence of that driver.

6. The Company must maintain general liability and property damage Insurance equivalent to that required by Georgia Department of Public Safety Rule 570-6-1-09 that governs nonconsensual towing as from time to time amended. **THE CITY OF STATESBORO SHALL BE LISTED AS AN ADDITIONAL INSURED, AND THE COMPANY SHALL PROVIDE PROOF TO THE SPD THAT THE CITY OF STATESBORO IS LISTED AS AN ADDITIONAL INSURED ON THESE INSURANCE POLICIES**

7. The company shall provide evidence of Workers Compensation Insurance and shall maintain said coverage throughout the rotation year, as required per Georgia State Law.

8. The Company will be available 24 hours a day, 7 days a week. The towing company called to tow a vehicle must be at the scene of a call within 20 minutes, except under extraordinary circumstances. If the towing service first called accepts the call and does not arrive at the scene within 20 minutes, then another towing service may be requested to respond and the first company may be sanctioned.

9. For all regular rotation calls, the company agrees to and shall only be allowed to bill for towing and storage under this agreement at the same exact rates as provided in the "Nonconsensual Towing Maximum Rate Tariff" adopted and published annually by the Mayor and City Council. In cases of tows which are longer than one hour, an on-scene SPD supervisor may sign the tow receipt, noting the arrival and departure from the scene time, thereby authorizing billing longer than the standardized one hour and additional fee of \$15.00 per additional quarter hour. The time the tow service begins is when the SPD dispatcher or officer contacts the company, and calls for a tow. The time the tow service ends is when the tow company departs the scene with the vehicle in tow.

If the company institutes proceedings to perfect and enforce their lien rights against the vehicle as provided for in Chapter 3 of Title 40 of the Official Code of Georgia, the company may assess the actual costs of postage for providing notice by certified mail or statutory overnight delivery to the owner.

Only those charges allowed per this agreement may be charged to a vehicle owner or insurance company. There will be no additional charges allowed for cleanup of any debris or spills at the scene.

****The SPD may perform audits on Company billing receipts.***

10. The Company will ensure that all operators, assistants, trainees, and any other employees have sufficient experience and/or training in currently recommended towing techniques and are capable of performing their duties in a lawful, safe, proper, and effective manner.
11. The dispatch phone number shall be answered in the name of the company making application.
12. The Company agrees not to use unapproved Managers, Drivers, Operators, Yards, or Trucks. New Managers, Drivers, Operators, Yards, and Trucks may be added by submitting the required information and the appropriate attachments. The Company must immediately notify the SPD of any and all changes to Company information, including removal of yards, trucks, drivers, or operators.
13. The Company shall state their regular business hours on the application, and shall maintain those regular business hours while serving on this Towing Rotation list.
14. Application for acceptance onto the Towing Rotation list shall constitute agreement and consent by the person or entity making the application for SPD officials to enter the premises at any reasonable time during normal business hours to conduct inspections of records, conditions of the yard, and equipment in order to verify compliance with the terms of this agreement.
15. Only those Companies that have been called from the Towing Rotation may respond to a SPD Tow request.
16. The Company will maintain complete and accurate records of all SPD rotation tows and shall provide the SPD with such records as requested. Failure to maintain such records will result in sanctions up to and including suspension or removal from the Rotation.
17. The company agrees that all work will be done with equipment of a Company approved to be on this Towing Rotation list. The company further agrees that no work on behalf of the SPD will be done by employees or agents of a company not on the Towing Rotation list. Exceptions: When special equipment is needed for the towing of Fire Trucks or other vehicles requiring special handling equipment, the company may utilize a subcontractor as necessary.
18. The company shall ensure that tow truck operators provide only those services that are necessary or requested and shall, at the time of the tow, provide the owner or driver (if present at the scene) of the vehicle:
 - a. the location where the vehicle will be stored;
 - b. a copy of the current rate schedule, and;
 - c. the terms of the vehicle recovery.
19. The company shall make every effort to resolve legitimate claims for damage or theft that are obviously related to the towing and/or storage of the vehicle and shall do so in a timely manner. Vehicles that are damaged as a result of the tow may result in the company being sanctioned up to and including suspension or removal from rotation.
20. The company shall provide SPD officers on scene at the rotation call of any requested information regarding the company, drivers, trucks, equipment, yards, or any other information deemed pertinent.

21. The Company shall ensure that once the Operator is given control of the vehicle at the tow site, notation is made on the invoice of the description of any property that is removed from the vehicle and the name of the person removing it.

22. Operators shall not leave the scene of a rotation call on a traffic accident until all debris, oils, and radiator fluids (including all absorbent material) have been properly removed from the scene unless allowed by the express permission of the SPD officer that first responded to the scene, or unless allowed by the express permission of that SPD officer's superior.

23. The Company shall provide renewal copies of occupation tax certificates, local, state and federal licenses, insurance, registration, Motor Carrier Certification, and driver certificates at the time the item is renewed. As the Company should reasonably know when these items are due, Companies will be suspended without notice until the renewed copies are provided or may be terminated if the renewal is not received within thirty (30) days of the previous expiration. Notification by an insurance company or the State that a required element of this Agreement has been revoked shall be cause for immediate suspension without notification by the SPD as the Company receives the same correspondence.

24. The Company shall ensure that all owners, operators, office staff, and any other Company employees shall cooperate fully and honestly with Officers at the scene of Rotation Calls, and any other Law Enforcement Officer. Dishonesty and/or failure to cooperate may result in sanctions up to and including termination from the Rotation.

25. The Company shall ensure that all owners, managers, and operators report to the Statesboro Police Department no later than July 1 of each year to sign authorization for bi-annual criminal and driver's history checks to be administered by Statesboro Police Department Personnel.

26. The company must submit a Georgia E-Verify affidavit form or exemption affidavit along with the application packet.

B. Operators

1. Operators shall comply with all Federal, State, and local laws and regulations when engaged in Rotation Towing.

2. Each Owner and Operator must submit original GCIC Criminal Histories not older than thirty (30) days. Arrests that do not have dispositions listed may not be acceptable for the background check unless the court summary is attached showing dispositions of charges.

3. A SPD identification card shall only be issued to Operators and Owners if the employee is within compliance of the criteria listed below:

- a. Are legally authorized to work in the United States.
- b. The term "conviction" as used in the below subparagraphs shall include a finding or verdict of guilt, plea of guilty, or a plea of nolo contendere including anyone placed under a court's supervision to avoid a judgment of guilt being entered under what is commonly referred to as a plea in abeyance such as a "first offender sentence" or "pre-trial diversion program."

- c. The date of conviction shall be measured from the day a finding or verdict of guilt is made, or plea of guilty, or a plea of nolo contendere entered, or the day the person was placed under a court's supervision to avoid a judgment of guilt being entered under what is commonly referred to as "first offender sentence" or "pre-trial diversion program."
- d. The term "moral turpitude" shall mean conduct which is done knowingly contrary to justice, honesty, or good morals; has an element of falsification or fraud, or contains an element of harm or injury directed to another person or another's property.
- e. Shall not have been convicted in a Georgia, or of a similar crime in any other State, of murder, rape, armed robbery, kidnapping, aggravated sodomy, aggravated sexual battery, aggravated child molestation, any felony crime involving an assault or battery against a law enforcement officer or government official, or any felony crime involving sexual conduct. Shall not have been declared by any court of competent jurisdiction incompetent by reason of mental defect or disease and not been adjudicated restored to competency, and shall not be a Registered Sex Offender in Georgia or any other State.
- f. Shall not have any convictions classified as a felony or misdemeanor crime in Georgia, or in any other State, involving violence, moral turpitude, weapons, illegal use of or possession of any substance, domestic violence, resisting arrest, obstruction of justice, or theft within the last (5) years.

4. Each Owner and Operator must submit his driving record from the Department of Public Safety not older than thirty (30) days.

5. Each Owner or Operator that responds to Rotation calls shall clearly display a valid SPD identification card which has been issued to the Operator for the specific Company. ID Cards are non-transferable and shall be used for official purposes only. The use of ID cards to obtain credit, complete a financial transaction, or secure a gratuity is prohibited. The card remains the property of the SPD and shall be surrendered to the SPD upon termination. The Tow Company is responsible to make sure the identification card/badge is returned to the SPD and shall not destroy identification cards/badges or throw them away.

6. Operator error that results in excess of \$1000.00 in damage to a vehicle or causes bodily injury may result in the Company being sanctioned and the Operator being permanently removed.

7. Using an unauthorized Operator on a Rotation call may result in an immediate termination from the Rotation.

C. Trucks and Equipment

1. Each tow truck shall comply with the Equipment requirements as established in the Georgia Department of Public Safety Rule 570-6-1-.11 that governs nonconsensual towing.

D. Storage Yard / Lot

1. Yards/Lots shall be located within a seven (7) mile radius of the city limits of Statesboro, and be in compliance with the requirements of Georgia Department of Public Safety Rule 570-6-1-.08 that governs nonconsensual towing.

2. The company shall provide owner access to vehicles towed subject to a rotation call during the normal business hours identified on the company' application. If the company provides the owner access to the vehicle outside of normal business hours, the company may charge the owner the "after hours fee" as prescribed in the "Nonconsensual Towing Maximum Rate Tariff" adopted and published annually by the Mayor and City Council.

3. Companies upon contact by the vehicle owner or authorized agent:

a. Shall, during normal business hours, respond to the yard within 20 minutes and by appointment;

b. Shall not charge the vehicle owner or authorized agent an additional fee for responding to the yard during normal business hours for the purposes of:

i. Releasing a vehicle;

ii. Releasing life essential personal property contained within the vehicle;

iii. Inspecting the condition of the vehicle.

4. Yards that experience frequent problems with theft from, or vandalism to, towed or stored vehicles may result in the Company being terminated from the rotation.

5. All property removed from towed vehicles by the company for "safe keeping" must be listed on the invoice that is to be received by the vehicle owner.

6. The Company shall ensure that the storage yard operator maintains a log of individuals who have been given access to vehicles for the purpose of removing personal property and such log shall show the name, vehicle, date, time and receipt number.

II. Complaints

1. The Company shall cooperate with the SPD in any inquiry regarding an allegation of the violation of any part of this agreement.

2. As a matter of practicality, the enforcement of certain articles in the agreement occurs primarily as violations are brought to the attention of the SPD.

3. The SPD shall be the determining authority as to the severity of any violation. After the coordinator's investigation he/she shall impose sanctions as she/he deems appropriate.

III. Penalties

1. The SPD has an obligation to the public regarding the safety of vehicles and contents when towed and stored at SPD request and by an SPD Rotation Tow Truck. When circumstances warrant, it will be necessary to immediately suspend a towing company from the rotation and remain on suspension until the situation can be thoroughly investigated and an appropriate and fair decision rendered.

2. Actions that may result in a towing company's suspension or termination from the SPD Towing Rotation List include, but are not limited to:

- a. requesting or demanding a vehicle owner sign any financial responsibility disclaimers;
- b. charging unauthorized fees.
- c. holding life-essential personal property "hostage" for payment to the company;
- d. expiration of liability or workers compensation insurance;
- e. failure to maintain complete and accurate records of rotation towed vehicles;
- f. threats;
- g. operating a tow truck or company in violation of law;
- h. using unauthorized company operators, trucks, or yards on rotation calls;
- i. serious operator error;
- j. vehicle damage sustained during the towing process;
- k. operating unsafe tow trucks;
- n. moving a yard to another location without prior notification to the SPD;
- o. operating a yard which does not have an office on site unless the yard and off-site storage location is approved by SPD;
- p. falsifying information on this application;
- q. revocation/suspension of driving privileges or towing privileges by the State of Georgia.

3. Following an investigation, if the SPD deems a sanction is appropriate, the Company will be notified by Email and/or U.S. mail.

4. The SPD will determine the length of any suspension. Suspension may result in a company being denied participation for any length of time in the current rotation, extended into a proceeding rotation, permanently, or other time as determined by the SPD.

5. A company, yard, truck or driver may be suspended or terminated from the rotation for practices determined by the SPD to be unlawful, unreasonable, or otherwise not in the best interest of the public and as outlined in this application.

6. A violation of any part of this agreement may be cause for sanctions.

7. If the SPD removes, suspends, or sanctions a company on the towing rotation list the SPD shall furnish the company the reasons for the removal, suspension, or sanction in writing within five (5) days of removing, suspending, or sanctioning the company. The company shall have the right to appeal this decision to the Mayor and City Council. In order to appeal such a decision, the company shall file a written notice of appeal with the City Clerk within thirty (30) days of receipt of the written decision by the SPD. Upon receipt of a notice of appeal, the City Clerk shall place the appeal on the agenda for the next meeting of the Mayor and City Council for hearing.

I hereby declare under criminal penalty of the State of Georgia that the information contained in the foregoing **STATESBORO POLICE DEPARTMENT TOWING ROTATION AGREEMENT** application is true and correct. I agree to be bound by all of the terms and conditions contained in the foregoing application and acknowledge that by signing below, I acknowledge I have read the application in its entirety. I agree to abide by the terms and conditions set forth in the application. I agree to accept responsibility for ensuring that all employees of the Company comply with the provisions of the application.

Company Owner

Printed Name: _____

Company Name: _____

Date: _____

Email Address: _____

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Darren Prather, Central Services Director

Date: 5-24-2017

RE: Policy Issue: Bid Award—Wash Rack/Public Works

Recommendation:

We recommend the City award this contract to construct a wash rack to Hawk Construction in the amount of \$180,350.00 as they have offered the lowest responsive bid for this project. This award, if approved, includes the alternate option as listed in the bid package.

Background:

The City of Statesboro solicited sealed bids for the purchase of a wash rack to service our CNG refuse trucks. This wash rack will accommodate the added height required to service these vehicles and will be constructed out of galvanized steel. The City advertised this bid opportunity per our ordinance and held a mandatory pre-bid for this bid process. There were five contractors in attendance with two submitting sealed bids for this project. This project is budgeted in the amount of \$190,000.00 under CIP# SWC-18 for FY 2017 in the Solid Waste Collection Division of Public Works. The contractors were asked to bid a base amount that included the wash rack system and an alternative bid that included the addition of side panels to keep the spray and debris within the wash rack area. The submitted sealed bids were as follows:

1. Chris Merrill Construction

Base Bid:	\$182,700.00
Alt. Bid (Includes Base and Addition)	\$ 190,200.00

2. Hawk Construction

Base Bid:	\$ 174,350.00
Alt. Bid (Includes Base and Addition)	\$ 180,350.00

Council Person and District: All

Attachments: None

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Darren Prather, Central Services Director

Date: 5-28-2017

RE: Policy Issue: RFP Award—Banking Services

Recommendation:

We recommend the banking contract be awarded to BB&T Bank of Statesboro. They were the only submittal and have served the City well in the past. This contract, if awarded, would be for an initial year with a maximum of three additional one year terms to follow. Should the City decide to cancel this contract, it can do so at the conclusion of any year of this provided service.

Background:

The City of Statesboro solicited sealed proposals for banking services for a four year term. If approved, this contract would be for the initial year with the option to allow a yearly renewal for the next three years. This opportunity was advertised per our ordinance and a notice was sent to eight area banks. This contract, if approved, would provide all required banking services for the City of Statesboro and would be in compliance with all local, state and federal laws regarding public entity financial services. A mandatory pre-bid was held and there were two banks in attendance. Since the potential of having only one bid submitted was a possibility, we followed our ordinance and had the City Manager declare that only one bid could be accepted in this process per our ordinance (Local Ord. Sect. 2.1.5). With BB&T being the sole submittal, we believe the best path for the City is to award the contract to BB&T as they have performed admirably in the past and it is not believed another bank would offer a proposal should we rebid our banking service.

Council Person and District: All

Attachments: None

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Darren Prather, Central Services Director

Date: 5-24-2017

RE: Policy Issue: RFP Award—Auditing Services FY 2017, FY 2018 and FY 2019

Recommendation:

We recommend the City contract with Lanier, Westerfield, Deal and Proctor for auditing services for the amounts of \$43,000.00 for fiscal year 2017, \$44,000.00 for fiscal year 2018 and \$45,000.00 for fiscal year 2019. This recommendation is for three one year contracts with each year being contractually signed prior to the beginning of the auditing process.

Background:

The City of Statesboro issued a request for proposals for financial auditing proposals. This contract would be for a three year period and would cover auditing services for fiscal years 2017, 2018 and 2019. This proposal opportunity was advertised per our ordinance and a notice was directly sent to numerous accounting firms within Statesboro. Having only one attendee at the mandatory pre-bid meeting, we followed our ordinance and had the City Manager declare that only one proposal could be accepted (Local Ord. Sect. 2.1.5). The sole submitted proposal from the firm of Lanier, Westerfield, Deal and Proctor offered the following amounts for auditing services:

1. Fiscal Year 2017 \$43,000.00
2. Fiscal Year 2018 \$44,000.00
3. Fiscal Year 2019 \$45,000.00

The firm of Lanier, Westerfield, Deal and Proctor has performed our audit for several years with favorable results. The most current fee structure is a charge of \$42,000.00 per fiscal year audit for the last two years.

Council Person and District: All

Attachments: None

Georgia Municipal Association City of Excellence

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

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Darren Prather, Central Services Director

Date: 5-28-2017

RE: Policy Issue:

Recommendation:

We recommend the position of GIS Specialist be reclassified to the position of IT Support Specialist. If approved, this would change this position from a paygrade of 109 to a paygrade of 110 per the Job Position Classification Plan adopted by the Mayor and City Council.

Background:

Due to the increase in need for IT related services within the Central Services Department, we are requesting the current position of GIS Specialist be reclassified to an IT Support Specialist position. After having discussed this option with staff, this option is believed to be the most economical and efficient option. With this move, the GIS Division will proceed with current staff and the use of interns. If approved, a large portion of this position's duties would be providing IT service to the Police Department. Currently, an officer funded by PD handles a large portion of PD's IT service needs. If this reclassification is approved, this move would free up this PD position for possible reallocation of duties as it is funded within the PD at the current time.

Budget Impact:

If approved, this reclassification would result in moving the current GIS position with a paygrade of 109 to a paygrade of 110 for the IT Support Specialist position. The current GIS position is funded within the Central Services Department as would be the reclassified IT Support Specialist position if approved.

Council Person and District: All

Attachments: Amendment

**2017-20: A RESOLUTION AMENDING THE JOB
POSITION CLASSIFICATION AND COMPENSATION PLAN**

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

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

WHEREAS, the City Manager has made a recommendation to reclassify a GIS Specialist position.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled this 6th day of June, 2017 as follows:

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

- That the GIS Specialist position be reclassified to IT Support Specialist at the pay grade of 110.

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

Passed and adopted this 6th day of June 2017.

CITY OF STATESBORO, GEORGIA

By: _____
Jan J. Moore, Mayor

Attest: _____
Sue Starling, City Clerk

Memorandum of Understanding

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

WHEREAS, the Partners entered into a collaborative agreement in which the Averitt Center for the Arts was the lead agency named applicant and the City of Statesboro will be the primary partner and beneficiary of this application; and

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

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

WHEREAS, the Downtown Statesboro Development Authority contributed \$15,000 of local matching funds as required by the America’s Best Communities competition; and

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

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

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

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

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

WHEREAS, the Partners believe that the highest and best use of the prize money after the competition phase of the contest is over would be for a non-profit 501(c)(3) foundation, The Blue Mile Foundation, Inc. to account for, administer, and maintain the funds and invest and allocate the prize award winnings to fulfil the objectives outline in the final Community Revitalization Plan submitted in the America’s Best Communities Competition; and

WHEREAS, the Partners herein desire to enter into a Memorandum of Understanding setting forth the administration and expenditure of the award funding and services to be provided by the collaborative;

NOW THEREFORE, the Partners hereby agree as follows: Roles and Responsibilities

1. The total funding amount awarded by the America's Best Communities Competition and any local matches provided by the Downtown Statesboro Development Authority for this competition's purposes made to the Averitt Center for the Arts will be transferred to the Blue Mile Foundation, Inc. to fulfil the objectives outline in the final Community Revitalization Plan submitted in the America's Best Communities Competition; and

2. All parties acknowledge that an amount of award funds have been expended to date by the Averitt Center for the Arts and the City of Statesboro in support of the America's Best Communities competition. An accounting of these funds and a net available amount will be made available.

3. The Blue Mile Foundation, Inc. will execute the projects represented in the competition materials and the final Community Revitalization Plan.

4. The Blue Mile Foundation, Inc. will provide an annual accounting of the award funds received and expended, and the nature and amount of said expenditures, to the Averitt Center for the Arts, the Downtown Statesboro Development Authority, the City of Statesboro, and the public on an annual basis until the expenditure of all award funds is complete.

5. The parties further agree that at the transfer of any prize money, any duty of the City of Statesboro to the other parties to this Memorandum of Understanding shall be discharged. The Blue Mile Foundation, Inc. agrees that it will be solely responsible for the remainder of the prize money upon receipt and that it shall warrant that its use of the funds will fully comply with the requirements of the competition and the Community Revitalization Plan and shall make itself available for any reference or assistance in case any concern or question shall arise in regard to any award or matched funds.

By: Averitt Center for the Arts

Tim Chapman
Executive Director

By: City of Statesboro

Mayor Jan J. Moore

Jenny Foss
Chairman of the Board

Attest: Sue Starling, City Clerk

By: Downtown Statesboro Development Authority

Allen Muldrew Executive Director

Todd Manack
Chairman

By: Blue Mile Foundation, Inc.
