



July 15, 2014 5:15 pm

1. Call to Order by Mayor Jan Moore
2. Invocation and Pledge of Allegiance by Mayor Pro Tem Will Britt
3. Public Comments (Agenda Item):
 - A) Bill Thomas request to speak to Council regarding the Consent Agenda
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 07-01-2014 Council Minutes
 - B) Consideration of a Motion to approve an Outdoor Event Permit:
 - a) Applicant's Name: Jon Starkey
Date and Time of Event: August 23, 2014, 5:00 p.m.
Location of Event: University Plaza
Type of Event: Outside Gathering with Band and DJ
Products Served: Beer, Wine & Liquor
5. A Public Hearing and Consideration of Application V 14-06-01: Polestar Development, LLC requests a variance from Article X, Section 1003 (D) side building setback line and (E) regarding the required 20' separation between commercial buildings for the property located at 349 Brampton Avenue (Tax Parcel #MS74000198A007).
6. Consideration of a motion for the purchase of one New Way front load refuse body with compressed natural gas (CNG) system in the amount of \$130,253.55 via price extension from the previous award approved by city council on April 16, 2013.
7. Consideration of a motion for the purchase of one compressed natural gas (CNG) powered refuse cab and chassis to Peach State Trucks in the amount of \$143,180.00 via price extension from the previous award approved by city council on April 16, 2013
8. Consideration of a Motion to Approve a Professional Engineering Services Contract to Hussey, Gay, Bell & DeYoung, Inc. in the amount not to exceed \$63,562.00 for the design, survey and permitting services for the water main replacement on Savannah Avenue between East Main Street and Gentilly Road. Funding will be from 2013 SPLOST proceeds.
9. Consideration of a motion to approve a Microsoft License Agreement on state contract with Dell Computer Corporation.

10. Consideration of a Motion to approve the Mayor to sign a Memorandum of Understanding and **Resolution 2014-25** in support of an application for a Georgia Department of Economic Development Tourism Agreement Grant to benefit the Statesboro Convention and Visitors Bureau in the promotion of Statesboro area history and culture at the new SCVB facility.
11. Council Notification regarding letter of support given by the City of Statesboro in regards to the One Georgia Authority grant application being submitted by the Development Authority of Bulloch County, Ogeechee Technical College, and Georgia Southern University for the City of Statesboro/ Georgia Southern University Fab Lab and Innovation Center.
12. Consideration of a Motion to authorize the Mayor and City Manager to execute an engineering services contract with Hussey, Gay, Bell and DeYoung to complete the design of and bidding of sewer line segments 4 and 5 as shown in the Cawana, Railroad Bed and Burkhalter Road Area Water and Sewer Extension Master Plan with a budget of \$450,000.00 which includes Engineering, Construction and Contingencies Water and Sewer has \$1,400,000.00 in CIP for water and sewer extensions in this area.
13. Update to Mayor and Council regarding L&D Produce
14. Other Business from City Council
 - A) A Work Session scheduled for August 5, 2014 regarding the proposed changes to Chapter 6 (Alcohol Ordinance) for the Code of Ordinances of the City of Statesboro
 - B) Update on the internal investigation directed by Judge Keith Barber
15. Public Comments (General)
 - A) Bill Thomas to speak with Council regarding water bills, billing practices, collection practices and cut off policy.
16. Consideration of a Motion to enter into Executive Session to discuss “Real Estate” and “Potential Litigation” in accordance with **O.C.G.A.§50-14-3 (2012)**
17. Consideration of a Motion to approve a real estate contract.
18. Consideration of a motion to authorize the Mayor to sign a Service Delivery Strategy Amendment.
19. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
Council Minutes
July 1, 2014**

A regular meeting of the Statesboro City Council was held on July 1st, 2014 at 9:00 a.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, John Riggs, Gary Lewis and Travis Chance. Also present were Interim City Manager Robert Cheshire, City Clerk Sue Starling, and Director of Community Development Mandi Cody. Absent were Mayor Pro Tem Will Britt and City Attorney Alvin Leaphart.

The meeting was called to order by Mayor Jan Moore.

The Invocation and Pledge of Allegiance was given by Councilman Travis Chance.

Consideration of a Motion to appoint Robert Cheshire as City Manager on an interim basis

Councilman Riggs made a motion, seconded by Councilman Boyum to appoint Robert Cheshire as City Manager on an interim basis. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Comments (Agenda Item):

Bill Thomas spoke on item 5 (a) of the agenda regarding the Called Council Minutes. His remarks were regarding the firing of Frank Parker as City Manager. He stated it was shameful as Council destroyed Mr. Parker's character and fired him publicly.

Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

- a) 06-17-2014 Council Minutes
- b) 06-24-2014 Called Council Minutes
- c) 06-24-2014 Executive Session Minutes
- d) Consideration of a Motion to approve Resolution 2014-20: A Resolution authorizing a lease agreement between the Mayor and City Council of Statesboro and Cakes, LLC.
- e) Consideration of a Motion to approve Resolution 2014-21: A Resolution authorizing subordination agreement between the Mayor and City Council of Statesboro and Cakes, LLC.

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

Consideration of a Motion to approve Resolution 2014-24: A Resolution for the closures of the remainder of Crescent Circle and a portion of N. Crescent.

Councilman Boyum made a motion, seconded by Councilman Chance to approve **Resolution 2014-24**: A Resolution for the closures of the remainder of Crescent Circle and a portion of N. Crescent. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to Adopt Resolution 2014-22: A Resolution accepting the right of way of American Way as a public street to be owned and maintained by the City of Statesboro.

Councilman Riggs made a motion, seconded by Councilman Chance to adopt **Resolution 2014-22**: A Resolution accepting the right of way of American Way as a public street to be owned and maintained by the City of Statesboro. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve Resolution 2014-23: A Resolution authorizing a contract with Ogeechee Technical College for the use of certain equipment in courses of study in firefighting and emergency services.

Councilman Boyum made a motion, seconded by Councilman Chance to approve **Resolution 2014-23**: A Resolution authorizing a contract with Ogeechee Technical College for the use of certain equipment in courses of study in firefighting and emergency services. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to Approve a Professional Engineering Services Contract with Parker Engineering in the amount of \$35,000 to provide planning, design, and bidding services for Improvements to Savannah Ave. between E. Main St. and Gentilly Rd. Funding for services to come from 2007 SPLOST funds

Councilman Boyum made a motion, seconded by Councilman Lewis to approve a Professional Engineering Services Contract with Parker Engineering in the amount of \$35,000 to provide planning, design, and bidding services for Improvements to Savannah Ave. between E. Main St. and Gentilly Rd. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve award of Contract to Y-Delta, Inc. in the amount of \$22,194.09 for repairs to the four (4) brick paver crosswalks located at the Intersection of W. Main St. @ S. College St.

Councilman Lewis made a motion, seconded by Councilman Boyum to award of Contract to Y-Delta, Inc. in the amount of \$22,194.09 for repairs to the four (4) brick paver crosswalks located at the Intersection of W. Main St. @ S. College St. Councilman Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to authorize the Mayor to sign a Service Delivery Strategy Amendment

Mayor Moore removed this item from the agenda. No date was given to be brought back to Council.

Other Business from City Council

A) Update on the Fit by '15 Health and Wellness Challenge

Director of Human Resource Jeff Grant gave an update on the Fit by '15 program. He also recognized Flavia Starling for her work putting the program together.

Public Comments (General)

Bill Thomas request to speak to Council

Mr. Thomas continued his remarks regarding the firing of Frank Parker and his beliefs on the wrong doing by the Mayor and Councilmembers.

Consideration of a Motion to Adjourn

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

The meeting was adjourned at 9:35 am.

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

APPLICATION FOR AN OUTDOOR EVENT PERMIT
45 DAY NOTICE IS REQUIRED BEFORE THE EVENT

APPLICATION FEE (NONREFUNDABLE) - \$25.00
LICENSE FEE - \$5000.00

DATE OF APPLICATION June 23, 2014

DATE OF EVENT ~~Sept 20, 2014~~ August 23, 2014

TIME OF EVENT 5pm

LOCATION OF EVENT University Plaza

TYPE OF EVENT (DETAILED DESCRIPTION) Outside gathering
with Stage & Band & DJ, Submitted outside Drawing of Parking lot

PRODUCTS TO BE SERVED: BEER WINE LIQUOR

ARE FLYERS BEING DISTRIBUTED? YES NO
IF YES ATTACH TO APPLICATION.

DESCRIPTION OF THE AREA, INCLUDING THE SIZE AND THE MAXIMUM
NUMBER OF PERSONS FOR SUCH AREA Submitted Professional
drawings of site Plan to Scale, 8 1/2 x 11

DESCRIPTION OF THE METHOD AND STRUCTURES THAT WILL BE USED
TO SECURE AND SEPARATE SUCH AREA FROM OTHER PUBLIC AREAS

6ft. Metal fence

ATTACH AN 8 1/2 x 11 INCH MAP IN ACCORDANCE WITH SEC. 6-56 (b)(4) OF THE CITY OF STATESBORO ALCOHOL ORDINANCE.

NAME OF APPLICANT Jon Starkey

APPLICANT'S ADDRESS 121 Pinewood Rd. Statesboro Ga. 30458

APPLICANT'S PHONE NUMBER (912) 541-1529

PLEASE INITIAL EACH STATEMENT:
APPLICANT IS REQUIRED TO ATTEND THE COUNCIL MEETING. JES

I HAVE RECEIVED A COPY OF THE ALCOHOL ORDINANCE. JES

I WILL ABIDE BY THE CITY OF STATESBORO ALCOHOL ORDINANCE. JES

I WILL PROVIDE, AT MY OWN EXPENSE, A SUFFICIENT NUMBER OF SECURITY PERSONNEL AT ANY OUTDOOR EVENT DETERMINED BY THE DIRECTOR OF PUBLIC SAFETY OR HIS DESIGNEE. JES




I WILL PROVIDE TEMPORARY OUTDOOR TOILET FACILITIES DETERMINED BY THE DIRECTOR OF PUBLIC SAFETY OR HIS DESIGNEE. JES

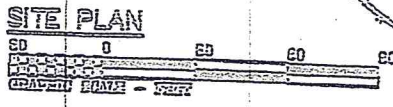
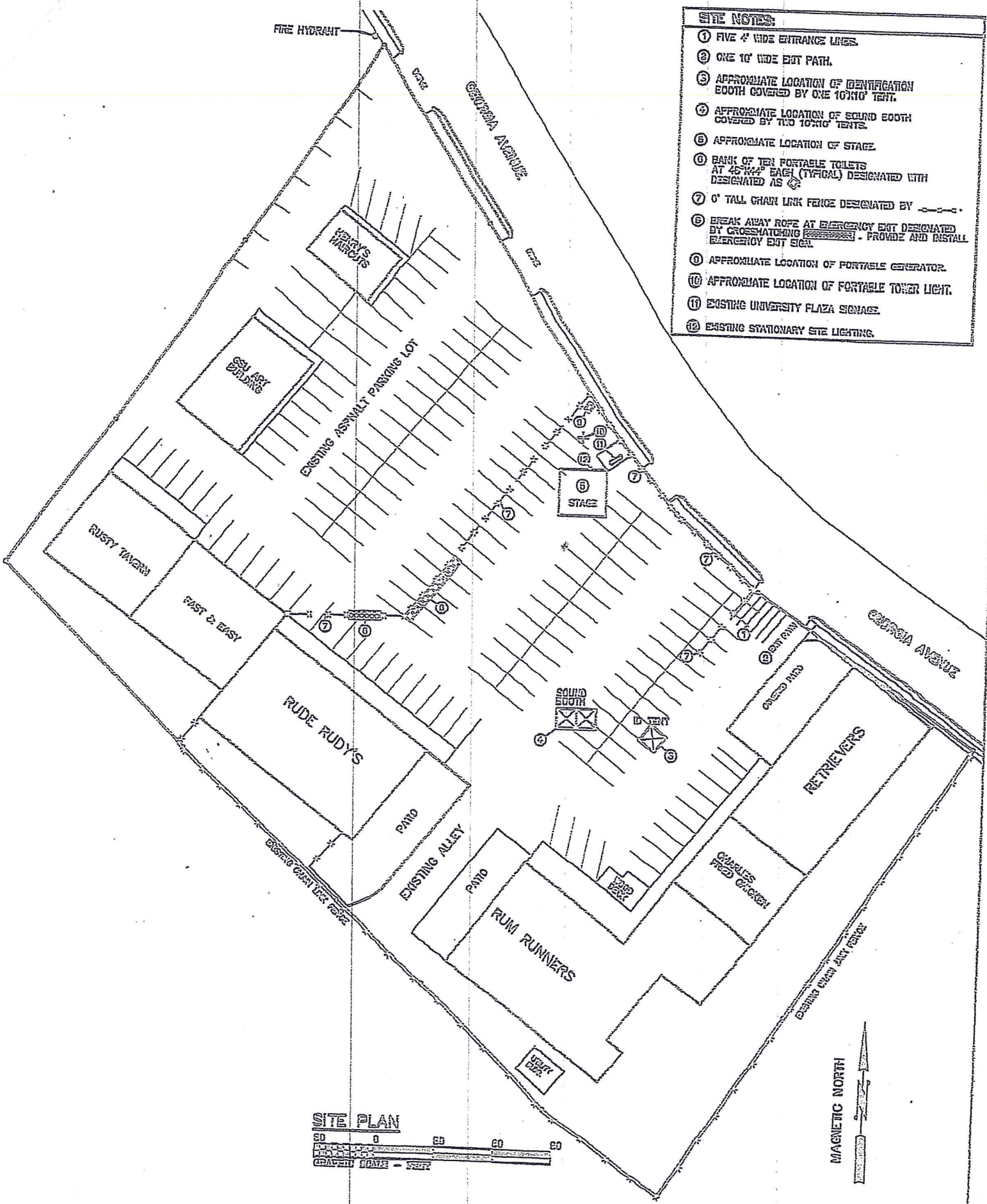
JES
SIGNATURE OF APPLICANT

June 23, 14
DATE

OFFICE USE:
DATE OF COUNCIL MEETING _____

DATE APPROVED BY MAYOR AND CITY COUNCIL _____

- SITE NOTES:**
- ① FIVE 4' WIDE ENTRANCE LINES
 - ② ONE 10' WIDE EXIT PATH
 - ③ APPROXIMATE LOCATION OF IDENTIFICATION BOOTH COVERED BY ONE 10'x10' TENT.
 - ④ APPROXIMATE LOCATION OF SOUND BOOTH COVERED BY TWO 10'x10' TENTS.
 - ⑤ APPROXIMATE LOCATION OF STAGE.
 - ⑥ BANK OF TEN PORTABLE TOILETS AT 45 DEGREE ANGLE (TYPICAL) DESIGNATED WITH DESIGNATED AS .
 - ⑦ 6' TALL CHAIN LINK FENCE DESIGNATED BY .
 - ⑧ BREAK AWAY ROPE AT EMERGENCY EXIT DESIGNATED BY CROSSHATCHING . PROVIDE AND INSTALL EMERGENCY EXIT SIGN.
 - ⑨ APPROXIMATE LOCATION OF PORTABLE GENERATOR.
 - ⑩ APPROXIMATE LOCATION OF PORTABLE TOWER LIGHT.
 - ⑪ EXISTING UNIVERSITY FLAZA SIGNAGE.
 - ⑫ EXISTING STATIONARY SITE LIGHTING.





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

P.O. Box 348
 Statesboro, Georgia 30458

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

**V 14-06-01
 VARIANCE REQUEST
 349 Brampton Ave**

LOCATION: 349 Brampton Ave

REQUEST: Variance from Article X of the *Statesboro Zoning Ordinance* to reduce the required side yard building setback and the minimum distance required between buildings to allow the construction of a retail shop to be attached to the recently permitted building separated by a property line.

APPLICANT: Polestar Development, LLC

OWNER(S): Polestar GA (Altama), LLC

LAND AREA: 9.931 acres

PARCEL TAX MAP #s: MS74000198A007

COUNCIL DISTRICT: District 5 (Chance)



PROPOSAL:

The applicant is requesting a variance from Article X, of the *Statesboro Zoning Ordinance* to reduce the side yard setback from the required 15' to 0' and reduce the required minimum distance between buildings from 20' to 0' so that attached retail spaces may be developed across a shared property line (upon the subdivision of the 9.931 acre) site. (See **Exhibit A** – Location Map, **Exhibit C** – Conceptual Site Plan)

BACKGROUND:

The subject site is currently zoned CR (Commercial Retail) and fronts Brampton Avenue and Merchant Way, with access to Highway 67/Fair Road through Archway Drive. There is no zoning change history on this property.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	Commercial Retail	Commercial Retail; office; food service
SOUTH:	Planned Unit Development/ Commercial Retail	Commercial Retail; office; food service
EAST:	Commercial Retail	Commercial Retail; office; food service
WEST	Commercial Retail	Commercial Retail; office; food service

The subject property is located within a planned commercial development and is surrounded by mixed uses including restaurants, shopping centers, offices and health care providers. High density and mixed residential uses are across Highway 67 from the subject site.

COMPREHENSIVE PLAN:

The subject site is located within the Activity Center / Regional Center character area as identified by the *2009 City of Statesboro Comprehensive Master Plan Future Land Development Map*. The *Plan* states that this character area "will evolve into pedestrian-oriented shopping, office, and entertainment places." Small, mid-size, and regional retail commercial, including big box stores, are identified as appropriate land uses for this character area. Adopted development strategies for this character area include inter-parcel connectivity, especially along major thoroughfares, and encourage land uses that are suitable for the immediately surrounding area. It also states that parking in this area should be evaluated to encourage shared parking provisions.

The *Comprehensive Plan* also encourages infill development and the recruitment of quality commercial retail opportunities to Statesboro and adopts a 2009 Economic Development policy of accommodating economic development opportunities while protecting existing assets.

COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):

The subject site is currently serviced by city utilities including water and sewer, sanitation, and public safety services.

ENVIRONMENTAL:

The subject property does contain wetlands, but is not located in a special flood hazard area. Any potential issues related to such can be resolved during the standard permitting processes.

ANALYSIS:

The subject site is zoned CR (Commercial Retail). Therefore, the use and development of the land is governed (in part) by Article X of the *Statesboro Zoning Ordinance*. Because the applicant is requesting this variance based on results of the proposed subdivision, we must also analyze the affect this request would have on the *Subdivision Regulations*. Sections 1003 (D) and (E) of the *Statesboro Zoning Ordinance* require that a minimum side yard of 15 feet be established between each structure on the property and the side property line; and, additionally that buildings within a commercial development, if separated, shall not be less than 20 feet apart. The applicant is seeking to build a multi-tenant attached commercial retail shopping center with a property line to be platted between the major anchor tenant and the companion retail places. Parking and landscaping would also be divided by the proposed property line - See Exhibit C Concept.

Other considerations from the *Statesboro Zoning Ordinance* include the requirements of Section 1601(A) which requires a minimum setback of three feet (3) from the property line for all parking facilities and Section 1601 (E)(2) which provides for joint parking arrangements and contemplates this type of design by simply requiring the involved parcels commit their agreement in writing and that such writing be filed with the City of Statesboro and in the real estate records of Bulloch County. A twenty percent (20%) reduction in required minimum parking spaces is also allowed where inter-parcel access is provided and shared parking arrangements demonstrate adequate numbers for the affected uses. Joint parking is encouraged in this area by the *Comprehensive Plan*.

Another consideration is Section 4.4 of the *Statesboro Subdivision Ordinance* which requires that "all lots shall abut a public right of way for a minimum length of thirty (30) feet. If this variance request is granted, one of the parcels proposed by the concept in Exhibit C would be landlocked from a public right of way and would, therefore, violate the ordinance. However, access to a public right of way from the proposed parcel could be achieved by one of two means. First, the governing body could require that the proposed lot take public access to Fair Road through the improvement and dedication of Archway Drive to the City of Statesboro as a public right of way. Alternatively, Council could require the platting and recording of cross-access easements to the proposed parcel either across the adjacent property to Brampton Avenue, and/or require access to Fair Road through cross access easements at Archway Drive (a private street).

(Note: Although Applicant is requesting variance from Section 1003 (E), the staff finds that this request is not needed)

Section 1801 of the *Statesboro Zoning Ordinance* lists the following four (4) factors that the Mayor and Council [could] consider to be true in its consideration of a variance request:

- (1) **There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - There are no special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic that is not common to other land or buildings in the general vicinity or the same zoning district.
- (2) **The special conditions and circumstances do not result from the actions of the applicant;**
 - The application for consideration is the result of the actions of the applicant.
- (3) **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
 - Application of the ordinance to this particular piece of property would not create an unnecessary hardship in terms of land use and ordinance application.
- (4) **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**
 - Relief, if granted, would not cause substantial detriment to the public good nor would it impair the purposes and intent of the zoning regulations. Each consideration of the *Statesboro Zoning Ordinance* considered herein may be addressed through proper life safety arrangements and building codes (setback and building separation variance request); appropriate parking arrangements (which are permitted by the Code); and appropriate provision of access to the proposed parcel (the three alternatives explained above).
 - A grant of relief of this application would serve the vision of the 2009 Statesboro Comprehensive Master Plan, its development strategies, and policies.

STAFF RECOMMENDATION:

Staff has taken comments and concerns expressed at the Planning Commission meeting into consideration and has recommended approval of the requested variance with the following conditions:

1. This variance regarding side yard setbacks and building separation shall apply only as shown for internal lot lines as illustrated on the concept in Exhibit C to provide for a singular attached retail development. Variances shall not apply to adjacent properties not participating as an applicant in this case.
2. Public access to the proposed parcel shall be granted through Council's requirement of one of the following options:
 - a. Archway Drive must be improved to City standards and dedicated to the City of Statesboro as a public right of way; or
 - b. A cross-access easement must be platted and filed for recording in the real estate records.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission voted 4-0 to recommend approval of the variance requested by this application with the following condition:

1. Archway Drive must be improved to City standards and dedicated to the City of Statesboro as a public right of way.

(Please note: Unless otherwise stated in any formal motion by City Council, staff considers the conceptual site plan (Exhibit C) submitted on behalf of the applicant for this request to be illustrative only. Approval of the application does not constitute approval of any final building or site plan).

EXHIBIT A: LOCATION MAP

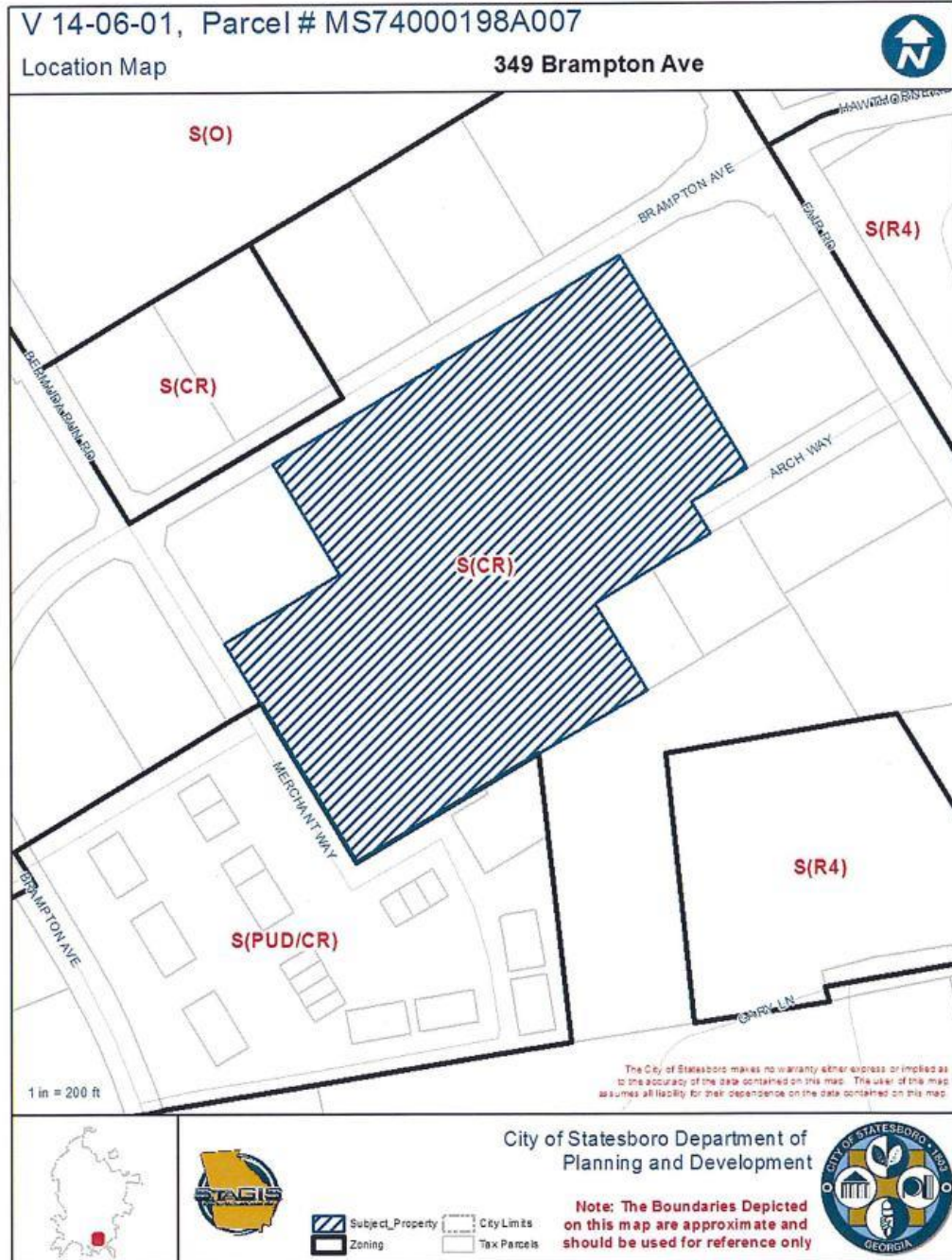
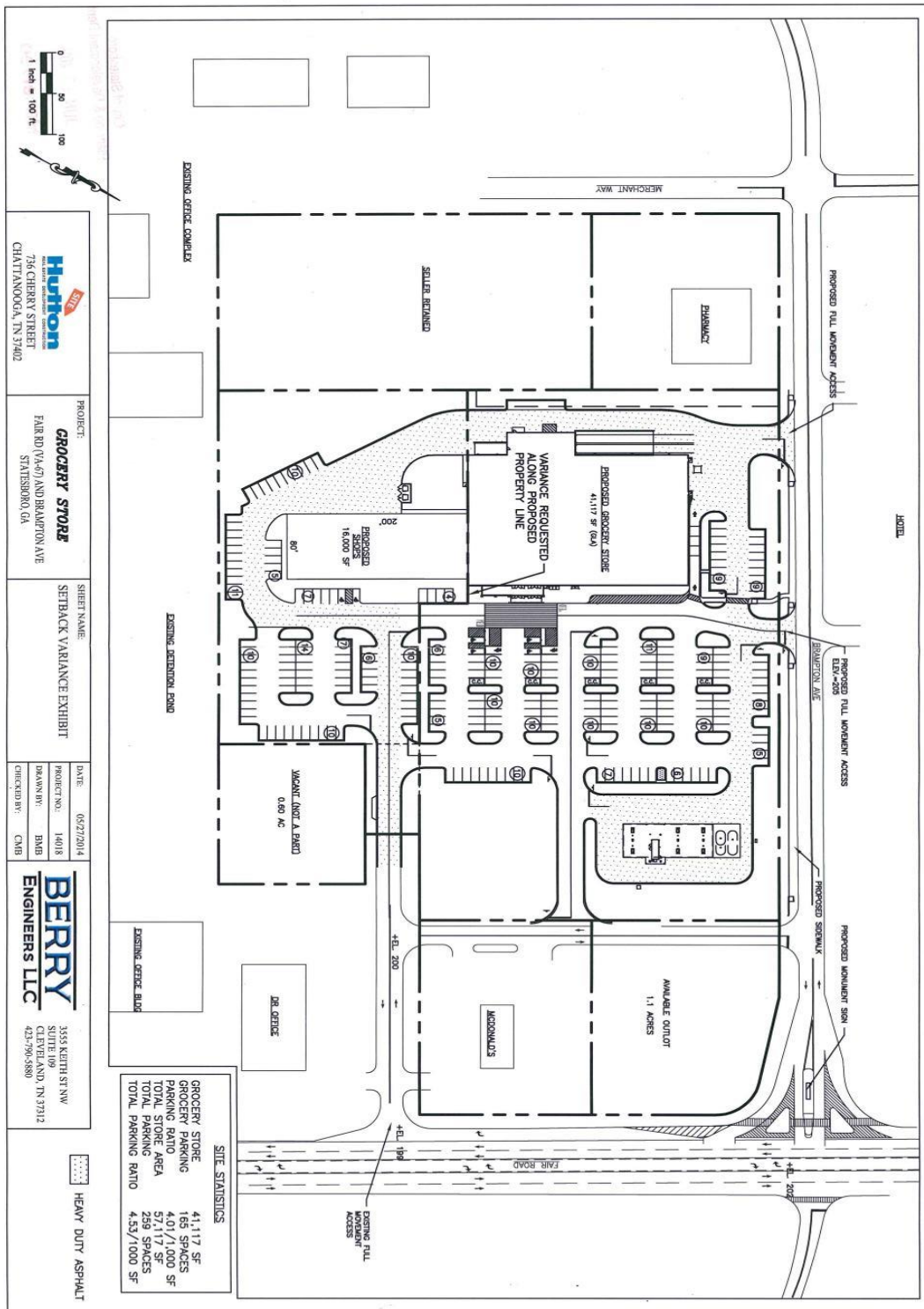


EXHIBIT C: CONCEPTUAL SITE PLAN



SITE STATISTICS

GROCERY STORE	41,117 SF
GROCERY PARKING	185 SPACES
PARKING RATIO	4.01/1,000 SF
TOTAL STORE AREA	57,000 SF
TOTAL PARKING	200 SPACES
TOTAL PARKING RATIO	4.53/1,000 SF

Hutton
 REAL ESTATE DEVELOPMENT
 736 CHERRY STREET
 CHATTANOOGA, TN 37402

GROCERY STORE
 FAIR RD (VA-67) AND BRAMPTON AVE
 STATESBORO, GA

SHEET NAME:
 SETBACK VARIANCE EXHIBIT

DATE: 05/27/2014
 PROJECTION: 1408
 DRAWN BY: BMB
 CHECKED BY: CMB

BERRY
 ENGINEERS LLC
 3355 KEITH ST NW
 SUITE 109
 CLEVELAND, TN 37312
 423-796-5880

HEAVY DUTY ASPHALT

EXHIBIT D: PHOTOS OF THE SUBJECT PROPERTY

Figure 1: South Western View of Subject Site from Brampton Avenue.



Figure 2: Eastern View of Subject Site



EXHIBIT C: PHOTOS OF THE SUBJECT PROPERTY

Figure 3: Directly across from Subject Site



Figure 4: Adjoining Properties to the West of Subject Site.



BRAMPTON AVE



Variance requested to allow a property line between the Grocery Store and Shops

PROPOSED PROPERTY LINE

PROPOSED PROPERTY LINE

CIVIL ENGINEER:
BERRY
 ENGINEERS LLC
 3535 KEITH ST NW, SUITE 109 CLEVELAND, TN 37312
 TEL: (623) 796-5880
 FIRM LICENSE: PE006548

DEVELOPER:
Hutton
 REAL ESTATE DEVELOPMENT CONSTRUCTION
 736 CHERRY STREET
 CHATTANOOGA, TN 37402

PROJECT:
GROCERY STORE
 BRAMPTON AVE
 STATESBORO, GA



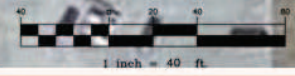
REVISIONS		
1	BULLETIN 1	4-15-2014
2	BULLETIN 3	5-13-2014
3		
4		
5		
6		
7		
8		
9		
10		

SHEET NAME:
 LANDSCAPE PLAN

DATE: 03/28/2014
 DRAWN BY: BMB
 CHECKED BY: CMB
 PROJECT NO: 14018

SHEET NUMBER:
L-01

cdg CRAIG DESIGN GROUP
 LANDSCAPE ARCHITECTURE
 40 SMOAK AVENUE, CHATTANOOGA, TN 37408
 OFFICE: (423) 252-2222 DIRECT: (423) 966-6663 FAX: (423) 966-6663
 WWW.CRAIGDESIGNGROUP.COM






City of Statesboro
Engineering Department – Public Works

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

MEMORANDUM

To: Robert Cheshire, PE, Interim City Manager

From: Jason Boyles, Senior Assistant City Engineer 

Date: July 2, 2014

Re: Purchase Price Extension for Front Load Refuse Body with CNG Equipment

As you may recall, the refuse bodies and CNG equipment for our two CNG powered front load refuse trucks were purchased last year by piggybacking the State of Kentucky purchasing contract for New Way brand refuse bodies. The bodies and CNG equipment have exceeded our expectations; therefore, I have contacted the authorized New Way dealer for the State of Georgia, Consolidated Disposal, requesting a pricing extension of the unit price from that original purchase. Despite a factory pricing increase since that initial purchase, New Way has agreed to honor the unit price previously approved by city council in the amount of \$130,253.55 and extend it for the purchase of one additional new body.

All specifications are the same and all terms and conditions of the previous approval will apply herein as the city will be piggy-backing our own contract. I should note that city council has approved other piggybacking price extensions in recent years for similar purchases. In addition to being afforded this opportunity to keep our purchasing cost down piggybacking our own contract to purchase another unit will maintain continuity in our fleet for operator training, service technician training and parts inventory. This purchase will be paid from operating revenues.

I have consulted with the purchasing director, Darren Prather, regarding this proposed piggyback pricing extension and he is in agreement with this proposal. I have attached the city council minutes from the original award for your reference. Please let me know if you need to discuss this further. Unless you indicate otherwise I will submit this information with a proposal to Sue Monday to place on the July 15 city council agenda.

Cc: Darren Prather, Purchasing Director
Billy Sandifer, Sanitation Superintendent




City of Statesboro
Engineering Department – Public Works

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

MEMORANDUM

To: Robert Cheshire, PE, Interim City Manager

From: Jason Boyles, Senior Assistant City Engineer 

Date: July 2, 2014

Re: Purchase Price Extension for CNG Powered Autocar Front Load Refuse Cab and Chassis

Last year when we went through the procurement process for our two CNG powered refuse trucks we separated the purchases and procured the Autocar cab and chassis units by sealed bid. As with the refuse bodies and CNG equipment, since placing these units into service we have been very pleased with their performance and they have exceeded our expectations. Therefore, I have contacted the awarded dealer, Peach State Trucks, requesting a pricing extension of the unit price from that original purchase and they have agreed to honor the unit price previously approved by city council in the amount of \$143,180.00 and extend it for the purchase of one additional new cab and chassis.

All specifications are the same and all terms and conditions of the previous approval will apply herein as the city will be piggy-backing our own contract. I should note that city council has approved other piggybacking price extensions in recent years for similar purchases. In addition to being afforded this opportunity to keep our purchasing cost down piggybacking our own contract to purchase another Autocar CNG unit will maintain continuity in our fleet for operator training, service technician training and parts inventory. This purchase will be paid from operating revenues.

As with the refuse body piggybacking extension I have consulted with the purchasing director, Darren Prather, regarding piggybacking our previous cab and chassis bid for pricing extension and he is in agreement with this proposal too. Please let me know if you need to discuss this further. Unless you indicate otherwise I will submit this information with a proposal to Sue Monday to place on the July 15 city council agenda.

Cc: Darren Prather, Purchasing Director
Billy Sandifer, Sanitation Superintendent

Memorandum

To: Robert Cheshire, Interim City Manager

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

Date: 7/8/2014

Re: Recommendation to award a Professional Engineering Services Contract to Hussey, Gay, Bell & DeYoung, Inc. in the amount not to exceed \$63,562.00 for the design, survey and permitting services for the water main replacement on Savannah Avenue between East Main Street and Gentilly Road.. Funding will be from 2013 SPLOST proceeds.

As you know, we currently have \$1,000,000.00 dollars allocated in the FY2015 Capital Improvement Program to Up-grade the water and sewer lines along Savannah Avenue from East Main Street to Gentilly Road, which is to be funded with 2013 SPLOST proceeds. HGB&D, under a separate contract, has begun design on the sewer line upgrade, which will include installing a liner inside the existing sewer.

With this new contract HGB&D will begin the design on replacing the existing water main which is currently located under the pavement of Savannah Avenue. The plans are to install a new 8 inch water main down both sides of Savannah Avenue under the sidewalks to stay out of the pavement, which will limit major disruption to the area. This project will also include new sidewalks down both sides of Savannah Avenue, even where sidewalks don't currently exist.

HGB&D has submitted a lump sum fee of \$31,000.00 for design, a lump sum fee of \$29,562.00 for surveying, which will be performed by Maxwell Reddick and Associates, and a not to exceed price for Permitting of \$3,000.00, for a total of \$63,562.00. Task D-Bidding and Construction Services will be billed on an hourly basis, as needed.

I also wanted to make you aware that the lump sum of \$29,562.00 for the surveying will include all surveying needed for the design of three different projects. These projects include not only the Water Line Replacement, but also the Sewer Lining Project and the Savannah Avenue Resurfacing and Traffic Calming Project.

As you are aware, the Engineering Department is moving forward with the Savannah Avenue Street Improvement Project. Therefore, we feel that is imperative that we begin the water and sewer up-grade projects ahead of the street improvements.

With all this said, it is my recommendation that Mayor and Council consider awarding a Professional Engineering Services Contract to Hussey, Gay, Bell & DeYoung, Inc. an amount not to exceed \$63,562.00 for the design, survey and permitting services for the water main replacement on Savannah Avenue between East main Street and Gentilly Road.

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



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

July 3, 2014

Mr. Robert Cheshire
City Manager
City of Statesboro
P.O. Box 348
Statesboro, Georgia 30458

RE: ENGINEERING PROPOSAL/AGREEMENT

Dear Mr. Cheshire:

Hussey, Gay, Bell & DeYoung appreciates the opportunity to present our proposal for the design of improvements to the Savannah Avenue water system. Our scope of work will be as follows:

The water system improvements will include an eight inch water main under the sidewalks on each side of Savannah Avenue extending from East Main Street in the vicinity of Well No. 2, within "Triangle Park", to about Gentilly Road. The section from Gentilly Road to Northside Drive is not included because this portion has already been upgraded.

The proposed water mains will be placed under existing concrete sidewalks. Fire hydrants will be planned at a nominal staggered 500-ft spacing. Connections will be made to the existing 2 and 6-inch water lines located along the various cross streets. Eight inch water main cross connects between the two 8-inch water mains will be included at intervals. Isolation valves will be planned at various cross streets.

About 65 new water meters and water service connections (mostly 1-inch) with curb and corporation stops will be required to be installed by the contractor.

Our services will include the following:

TASK A – DESIGN

Based on the design knowledge acquired by our firm in a similar waterline design along South Main Street, we will prepare the design of the water system improvements as noted above. Our design will include plans, specifications and bid documents for the City's use.

FEE \$31,000.00 (Lump Sum)

329 COMMERCIAL DRIVE (31406) • P.O. BOX 14247 • SAVANNAH, GEORGIA 31416-1247 • TELEPHONE 912.354.4626 • FACSIMILE 912.354.6754

625 Green Street, N.E.
Gainesville, GA 30501
Telephone: 770.535.1133
Facsimile: 770.535.1134

474 Wando Park Blvd., Suite 201
Mt. Pleasant, SC 29464
Telephone: 843.849.7500
Facsimile: 843.849.7502

1219 Assembly Street
Columbia, SC 29201
Telephone: 803.799.0444
Facsimile: 803.799.1499

Mr. Robert Cheshire
July 3, 2014
Page No. 2

TASK B – TOPOGRAPHIC SURVEY

We will coordinate and obtain topographic survey of the full width of the Savannah Avenue right-of-way in support of our design. The survey will be used by the City and it's consultant in the development of plans for improvements to Savannah Avenue as well as plans for the Savannah Avenue sewer repair project. Please see the attached proposal from Maxwell-Reddick and Associates for more detailed description of survey.

FEE \$29,562.00 (Lump Sum)

TASK C – PERMITTING

We will prepare and submit permit applications, plans, specifications, and exhibits as necessary to the Natural Resource Conservation Service and the Environmental Protection Division. Submittal and/or coordination to other entities is not anticipated or included in this proposal.

FEE \$3,000.00 (Hourly Not to Exceed)

TASK D – BIDDING AND CONSTRUCTION PERIOD SERVICES

We will assist the City with advertising for bids, attend the mandatory pre-bid conference, review all bids and make a recommendation of award to the owner. We will review necessary shop drawings and requests for information submitted by the contractor. We will provide periodic site visits to determine that the contractor completes the project in reasonable accordance with the plans and specifications. We will review periodic pay requests submitted by the contractor and make a recommendation for payment to the City. We will prepare record drawings based on information provided by the contractor, and provide required closeout documents. These services will be provided on an 'as-requested' basis by City personnel.

Fees for Task A and B will be a lump sum fee billed on the percent completion of each task at each billing period. Task C will be billed on an hourly basis (in accordance with our attached standard hourly rates) up to the maximum fee without prior approval from the City. Task D will be billed hourly (in accordance with our attached standard hourly rates) as requested by the City.

You will be billed each month for our services and for any reimbursable expenses as defined in the General Conditions. Invoices will be payable within 30 days of invoice date.

This Agreement, along with the General Conditions, Pages GC-1 through GC-5, the Schedule of Hourly Rates and the Schedule of Reimbursable Expenses constitutes the entire contract between you and this firm and may only be modified by a written change order signed by both parties.

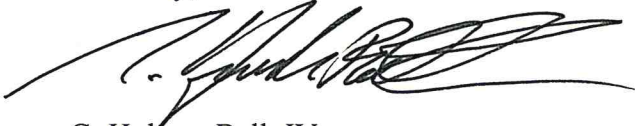
If you agree to the conditions set forth in these documents, please sign and date the enclosed copy in

Mr. Robert Cheshire
July 3, 2014
Page No. 3

the space provided and return it to us. The Notice to Proceed date will be the date of receipt of the executed agreement. This proposal will remain valid for 60 days unless modified in writing.

Thank you for this opportunity to serve you.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Holmes Bell, IV". The signature is fluid and cursive, with a long horizontal stroke at the end.

G. Holmes Bell, IV
President

ACCEPTED BY: _____ DATE: _____

GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated July 3, 2014, between the **CITY OF STATESBORO** (Owner) and **HUSSEY, GAY, BELL & DEYOUNG, INC.** (Engineer) and pertain to the project described therein.

1. OWNER'S RESPONSIBILITIES.

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

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

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

2. ENGINEER'S RESPONSIBILITIES.

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

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

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



MAXWELL-REDDICK
AND ASSOCIATES

June 30, 2014

HGBD
P.O. Box 14247
Savannah, GA 31416
Attention: C.J. Chance, P.E.

RE: Topographic survey for Savannah Avenue from the railroad crossing near East Main to
Gentilly Road.

Dear C.J. :

In response to your request, we submit the following proposal:

The survey drawings shall include the following:

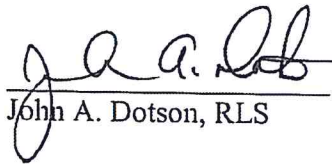
Topographic Survey:

1. Right of Way Limits, property lines, and property owner's names.
2. Contour information—1 foot intervals relative to mean sea level using NAVD88.
3. Adequate contour information and spot elevations 15 feet beyond the right-of-way to develop site plans.
4. Locate all utilities above and below ground. Identify and provide sizes and depths of all underground utilities.
5. Provide invert, top and inlet elevations for any existing storm drainage structures and top and invert elevations on any sanitary sewer structures.
6. All existing physical features such as curb, gutter, sidewalks, striping, driveways, ditches, trees, fences, signage, culverts, poles, storm drains, water meter boxes, mail boxes, etc. shall be included.
7. Locations of existing edge of pavement.
8. Existing spot elevations of lane lines and edges of pavement as described in the detailed survey limits section above.
9. Collect data approximately 50 feet beyond the right-of-way at major intersections (Zetterower and East Main) to tie proposed sidewalk into wheelchair ramps, crosswalks, etc.
10. Provide at least six (6) easily located Temporary Bench Marks (TBM) in the field evenly distributed along the length of the project.
11. Deliverables include providing the City with five (5) 24"x36" stamped prints of the topographic survey and one (1) disc of the topographic survey in AutoCAD format.

This survey will involve multiple parcels and property owners, numerous drives and curb cuts. Also, portions of this work will be performed within the traffic lanes of Savannah Avenue. Considering the work outlined above and the circumstances that will be encountered while performing this work, our proposed fee for this work will be twenty nine thousand five hundred sixty two (\$ 29,562.00) dollars. We could begin this work within one week of receiving authorization to proceed.

Please give us a call if you have any questions.

Sincerely,



John A. Dotson, RLS

3. ADDITIONAL SERVICES.

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

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

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

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

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

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

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

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

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

4. REIMBURSABLE EXPENSES.

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

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

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

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

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

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

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

5. PAYMENT TO THE ENGINEER.

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

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

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

5.2.2 Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner hereby waives any and all claims against Engineer for any such suspension.

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

6. CONSTRUCTION COST.

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

7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Owner's use and occupancy of the Project. The Drawings and Specifications shall not be used by the Owner on other projects, for additions to this Project, or for completion of this Project by others, except by agreement in writing and with appropriate compensation to the Engineer.

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

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

8. TERMINATION OF AGREEMENT.

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

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

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

9. ABANDONED OR SUSPENDED WORK.

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

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

10. LIMITATION OF LIABILITY.

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

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

11. MISCELLANEOUS PROVISIONS.

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

11.2 The Owner and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Owner nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

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



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

SCHEDULE OF HOURLY RATES

January 2013

Principal Engineer	160.00
Professional Engineer (Testimony and Preparation)	300.00
Engineer V / Associate	140.00
Engineer IV	130.00
Engineer III	120.00
Engineer II	115.00
Engineer I	110.00
Assistant Engineer	105.00
Technician III	95.00
Technician II	90.00
Technician I	80.00
Landscape Architect	110.00
Senior Project Representative	75.00
Project Representative	70.00
Registered Land Surveyor III	125.00
Registered Land Surveyor II	115.00
Registered Land Surveyor I	105.00
3-Man Survey Crew	140.00
2-Man Survey Crew	130.00
1-Man Survey Crew	115.00
Boat for Surveys / Inspections	100.00 / Day
Senior Administrative	90.00
Administrative	60.00

Memorandum of Understanding

This memorandum of understanding agreement executed this _____ day of July, 2014 by and between the Statesboro Convention and Visitors Bureau and the City of Statesboro, GA.

Whereas, the Statesboro Convention and Visitors Bureau is an existing entity that provides assistance to visitors to the Statesboro area and the Georgia Southern Museum, a part of Georgia Southern University, a part of the University System of Georgia, provides varied educational programs to the Statesboro area and offering design and programming functions to this Statesboro Convention and Visitors Bureau facility. Both entities shall offer services in accordance with all federal, state and local regulations; and,

Whereas, the City of Statesboro is actively engaged in assisting the Statesboro Convention and Visitors Bureau in obtaining grant funding to enhance existing visitor services and local historical educational opportunities in the Statesboro, GA area.

Whereas, Section 1-2 of the Charter of the City of Statesboro provides that the Mayor and City Council can receive, possess and retain to themselves and their successors in office, for the use and benefit of the City of Statesboro, in perpetuity or for any term of years, any estate or estates, real or provisional, of every kind and nature, inside or outside the corporate limits for corporate purposes.

WITNESSETH

NOW, THEREFORE, for mutual consideration set forth herein, the parties contract and agree to as follows:

The Statesboro Convention and Visitors Bureau located on South Main Street, Statesboro, GA 30458 agrees to use the \$20,000 or amount granted, along with the renovated building (Old Shoney's) valued at approximately \$500,000 (land and renovated building) and any other gifts in kind to promote visitor services and historical education of the Statesboro, GA area. This includes, but not limited to various forms of promotion for visitor information and an in-house museum to showcase local Statesboro history and culture provided by the Georgia Southern Museum. These museum exhibits shall rotate quarterly and or yearly as to the theme presented.

The City shall retain the grant portion of this project (\$20,000 or amount awarded) until the completed project is approved, in writing, by the Georgia Department of Economic Development Tourism Division and Georgia Council for the Arts.

The City of Statesboro will assist the Statesboro Convention and Visitors Bureau in administering and navigating the grant process to the successful completion of this project.

This memorandum has been drafted and shall be interpreted under the State of Georgia laws should any disagreement arise.

The parties agree that this package shall be recognized as a binding agreement between the two parties with responsibilities required as listed for the successful completion of this project located in the City of Statesboro, GA.

Should any statute by the Georgia General Assembly or any ruling of any court prohibit the continuation of this grant, both parties shall be relieved of the responsibilities of this agreement and it shall become null and void.

IN WITNESS WHEREOF, both parties hereto have executed this Memorandum of Understanding on the day and year written above.

On behalf of the City of Statesboro

Mayor Jan J. Moore _____

City of Statesboro

City Clerk Sue Starling _____

City of Statesboro

On Behalf of the Statesboro Convention and Visitors Bureau

Heidi Jeffers, Director SCVB _____

Resolution 2014-25

WHEREAS, the City of Statesboro shall partner with the Statesboro Convention and Visitors Bureau in the pursuit of a Tourism Product Development Agreement Grant.

WHEREAS, the City of Statesboro is authorized to hold the grant funds for dispersal per Section 1-2 of the Charter of the City of Statesboro.

WHEREAS, the Statesboro Convention and Visitors Bureau desires grant funds to establish a detailed exhibition portion of the new Visitors Center to promote Statesboro area history and culture in collaboration with the Georgia Southern Museum.

WHEREAS, the Georgia Department of Economic Development is currently accepting applications for a Tourism Product Development Agreement Grant.

NOW THEREFOR, BE IT RESOLVED that the City of Statesboro, GA on behalf of the Statesboro Convention and Visitors Bureau hereby authorizes the Mayor to make application for said grant and pledges its assistance in the grant administration process.

Resolved this _____ day of July, 2014

Mayor Jan J. Moore, City of Statesboro

City Clerk, Sue Starling, City of Statesboro

Statesboro-Bulloch Regional Career and Workforce Initiative

DABC/GSU/OTC OneGeorgia Equity Grant Application Summary: July 8, 2014

- The Development Authority of Bulloch County is considering a OneGeorgia Equity Application to address workforce capacity issues in our region and our community through the “Statesboro-Bulloch Regional Career and Workforce Initiative,” leveraging both Georgia Southern University and Ogeechee Technical College to provide workforce training across the skills spectrum. Funding will be used to support (1) the high-tech skills training and career opportunities found through Georgia Southern University and its City Campus Business Incubator and Fabrication Laboratory with (2) advanced manufacturing training through the Industrial Maintenance and Advanced Manufacturing Skills Training Program at Ogeechee Technical College.
- The City Campus Business Incubator and Fabrication Laboratory (City Campus Incubator/Fab Lab) is a joint venture between the Downtown Statesboro Development Authority, City of Statesboro, Georgia Southern University, Statesboro Arts Council, and the Economic Development Administration, and is associated with the Massachusetts Institute of Technology (MIT) established Global Fab Lab Network. The incubator is designed **to create sustainable jobs, increase the number of local businesses, and improve and diversify the economic drivers in coastal Georgia.** The Industrial Maintenance and Advanced Manufacturing Skills (IMAMS) Training Program is a joint venture between Ogeechee Technical College, the Development Authority of Bulloch County, the Development Authority of Screven County, and several private, for-profit companies in the College’s Service Delivery Area. **This innovative training program targets high-demand, high-tech occupations in Industrial Maintenance.** As local industry, including the automotive industry, becomes increasingly automated, there is an enormous demand for qualified employees to service the automation equipment and manage the automated systems. The program was specifically created in partnership with local companies to provide training for working adult learners and displaced workers.
- This proposal requests \$500,000 from the OneGeorgia Equity Fund to purchase equipment, software, and machinery to support the Career and Workforce Training Initiative, with \$250,000 allocated to both the City Campus Incubator/Fab Lab and the IMAMS Training Program. The OneGeorgia Equity funds will leverage existing support for the City Campus Incubator/Fab Lab from the City of Statesboro to purchase buildings for that program; a commitment from Georgia Southern University of personnel resources to manage and staff the facility and develop programs and services; and a \$1.1 MM grant from the Economic Development Administration to assist with the redevelopment of the acquired properties. The IMAMS Training Program will leverage OneGeorgia Equity funds with existing support from the Technical College System of Georgia through the construction of new training space on campus; a commitment from Ogeechee Technical College to provide personnel resources and develop programs; and pledged cash support from the Development Authority of Bulloch County, the Screven County Development Authority, and local area manufacturers totaling approximately \$183,000.



City of Statesboro
Department of Planning & Development Memorandum

50 East Main Street

Statesboro, Georgia 30458

P.O. Box 348

Statesboro, Georgia 30459

» (912) 764-0630

» (912)

TO: Mayor and City Council
Robert Cheshire, P.E., Interim City Manager

FR: Mandi Cody, Director Planning & Development

RE: L&D Produce

Date: July 9, 2014

On March 18, 2014 the Statesboro City Council voted 5-0 in approval of a motion “for the completion of the project in its entirety in 120 days from today, including the permit that will supposedly be issued by GDOT for the drive way cut” for L&D Produce located on Highway 80 East. The time extension for this grant expires **July 17, 2014**.

To date, minimum requirements have not been met for L&D Produce to secure a building permit, certificate of occupancy, nor an occupational tax certificate (commonly referred to as a business license), in violation of City ordinances. The establishment remains in business on Highway 80. The staff gives this update and requests direction as to next steps.

Important dates/events regarding this issue, include the following:

April 2, 2013	Council approved 4-0 “the six (6) month trial basis for the sale of produce and yard sales” on the vacant lot across from Lowes on Highway 80 East upon the request of David Gerald of L&D Produce.
October 10, 2013	Right Start Meeting
October 15, 2013	Council voted to “approve extension of a temporary business license for another three (3) months to L&D Produce.” Motion carried by 4-0 vote on “condition that the Planning & Development Department sets progressive deadlines, at intervals to be completed no later than February 15, 2014.”
October 17, 2013	Letter mailed notifying applicant of deadline with required intervals as follows: <ul style="list-style-type: none">• November 1, 2013: Building permit application to be submitted. Interval met• December 1, 2013: All necessary requirements for the building permit must be complete. Interval not met.• February 15, 2014: All necessary improvements must be complete, certificate occupancy and a business license must be obtained. Interval not met.
November 13, 2013	Building permit application submitted.
November 22, 2013	Building permit review completed and letter issued to applicant detailing necessary information and improvements. Letter was sent via email and US mail.
February 18, 2014	Staff report to Council regarding L&D’s failure to comply.
March 18, 2014	Council approved 120 day extension to complete all requirements.
July 17, 2014	120 day expiration date.