CITY OF STATESBORO, GEORGIA

CITY HALL COUNCIL CHAMBERS



CITY COUNCIL MEETING & PUBLIC HEARING AGENDA

### August 1, 2017 9:00 am

- 1. Call to Order by Mayor Jan J. Moore
- 2. Invocation and Pledge of Allegiance by Councilman Phil Boyum
- 3. Recognitions/Public PresentationsA) Update on the Storm Water Master PlanB) Presentation of Employee of the Quarter Award
- 4. Public Comments (Agenda Item):
- 5. Consideration of a Motion to approve the Consent AgendaA) Approval of Minutesa) 07-18-2017 Council Minutes
  - B) Consideration of a motion to award the purchase of a Ford F150 truck to Allan Vigil Ford, Inc. per the State of Georgia Purchasing Contract # SWC 99999-SPD-ES40199373-002 in the amount of \$23,840.00 for the Sanitation Division of Public Works. This purchase was approved by city council in the FY2018 budget in the amount of \$25,000.00 and will be funded by Solid Waste Collection revenues.
  - C) Consideration of a motion to award the purchase of a Ford F 350 truck with a service body to Wade Ford in the amount of \$35,119.00. This vehicle is budgeted in the amount of \$40,000.00 in FY 2018 under CIP # STS-74. The purchase of this vehicle will be made using funds from the GMA Lease Pool.
  - D) Consideration of a motion to award the purchase of a Ford F 350 truck with a service body to Wade Ford in the amount of \$47,939.00. This vehicle is budgeted in the amount of \$46,500.00 in FY 2018 under CIP # NGD-52. The purchase of this vehicle will be made using Natural Gas revenue funds.
- 6. Public Hearing and Consideration of a Motion to Approve Alcohol License Application:
  - A) Statesboro Woodfire LLC DBA Picci Pizza Jeffry T. Humes
     807 South Main Street Statesboro Ga 30458
- 7. Motion to award a contract for the Highway 301 at Ogeechee River Gas Main Replacement Project to Electricom LLC in the amount of \$861,030.77. This project was budgeted in the amount of \$1,200,000.00 (\$1,000,000.00 from 2017 SPLOST and \$200,000.00 from Natural Gas revenues).

- 8. Consideration of a Motion to Award a Contract to Hussey, Gay and Bell, Inc., in the amount of \$27,340 to provide engineering design services associated with CIP Project WWD-14, the Rehabilitation of Sanitary Sewer and Storm Sewer Mains. Contract will be funded from 2013 SPLOST proceeds and Stormwater Utility Operating fund.
- 9. Consideration of a Motion to approve the contract amendment No. 1 to the Transformhealthrx Health and Wellness Center Services agreement to add additional staffing hours
- 10. Other Business from City Council
- 11. City Managers Comments
- 12. Public Comments (General)
- 13. Consideration of a Motion to enter into Executive Session to discuss "Real Estate" in accordance with **O.C.G.A.**§50-14-3 (2012)
- 14. Consideration of a Motion to Adjourn

## CITY OF STATESBORO



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

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

To: Randy Wetmore, City Manager

From: Jason Boyles, Director of Public Works and Engineering

**Date:** July 21, 2017

RE: Stormwater Master Planning Project Update

Policy Issue: Stormwater Utility

#### **Recommendation:**

Presentation by Marcos Trejo, Stormwater Manager, on the current status of the stormwater master planning project and timeline for completion of Task Order #1 (phase 1).

#### Background:

COUNCIL

Phil Boyum, District 1

Sam Jones, District 2

John Riggs, District 4

Travis L. Chance, District 5

Jeff Yawn, District 3

In October 2016 city council approved a professional services agreement with Ecological Planning Group (EPG) to perform stormwater master planning services for the City of Statesboro. In addition, council also approved the first task order which included infrastructure assessment and GIS inventory, a drainage system maintenance plan and standard operating procedures, capital improvement program update and cost estimates, and drainage basin delineation. EPG has completed the majority of work under this 12 month task order and estimates final completion of this phase of work to occur in September 2017. Staff anticipates presenting Task Order #2 for consideration of approval in October 2017. Work under this phase will include study and engineering modeling/calculations of delineated drainage basins.

Budget Impact: Task Order 1 Contract Not To Exceed \$72,040.00

Council Person and District: citywide

Attachments: None



A regular meeting of the Statesboro City Council was held on July 18<sup>th</sup>, 2017 at 5:30 p.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Phil Boyum, Sam Lee Jones and Jeff Yawn Also present were City Manager Randy Wetmore, Deputy City Manager Robert Cheshire, City Clerk Sue Starling and City Attorney Cain Smith. Councilman John Riggs and Travis Chance were absent.

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

The Invocation and Pledge of Allegiance was led by DSDA Director Allen Muldrew.

#### **Recognitions/Public Presentations**

A) Presentation by Police Chief Mike Broadhead regarding the Police Department year-end report.

Police Chief Mike Broadhead updated Council on the 2016 Statesboro Police Department annual report.

Public Comments (Agenda Item): None

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

- A) Approval of Minutes
  - a) 06-20-2017 Council Minutes
  - b) 06-20-2017 Executive Session Minutes

Councilman Boyum made a motion, seconded by Councilman Yawn to approve the consent agenda in its entirety. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

# Consideration of a Motion to award a twelve (12) month extension for general liability and workers compensation insurance brokerage services to Glenn Davis and Associates Insurance Agency. If approved, this term would begin August 1, 2017.

Councilman Yawn made a motion, seconded by Councilman Jones to award a twelve (12) month extension for general liability and workers compensation insurance brokerage services to Glenn Davis and Associates Insurance Agency. If approved, this term would begin August 1, 2017. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a Contract for Services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax

Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a Contract for Services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax.

Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a Contract for Services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax.

Councilman Yawn made a motion, seconded by Councilman Jones to open the public hearing for the contracts for the Arts Council, SCVB and DSDA. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote. No one spoke against the request.

Councilman Yawn made a motion, seconded by Councilman Jones to close the public hearing for the contracts for the Arts Council, SCVB and DSDA. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Yawn made a motion, seconded by Councilman Boyum to authorize the Mayor to execute a Contract for Services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Boyum made a motion, seconded by Councilman Yawn to authorize the Mayor to execute a Contract for Services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Yawn made a motion, seconded by Councilman Jones to authorize the Mayor to execute a Contract for Services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

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

 A) CAC Boro 3 LLC DBA Del Sur Tacos and Cantina Al Chapman 514 South Main Street Statesboro Ga 30458

Councilman Yawn made a motion, seconded by Councilman Boyum to open the public hearing. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Al Chapman spoke in favor of the request.

Councilman Yawn made a motion, seconded by Councilman Jones to close the public hearing. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Councilman Yawn made a motion, seconded by Councilman Boyum to approve the alcohol application for CAC Boro 3 LLC DBA Del Sur Tacos and Cantina. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

# Consideration of a Motion to approve <u>Resolution 2017-26</u>: A Resolution stating the City of Statesboro endorses the submission of the DD RLF application by the Downtown Development Authority of Statesboro

Councilman Yawn made a motion, seconded by Councilman Boyum to approve <u>Resolution</u> <u>2017-26</u>: A Resolution stating the City of Statesboro endorses the submission of the DD RLF application by the Downtown Development Authority of Statesboro. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

# Consideration of a Motion to Approve <u>Resolution 2017-27</u>: A Resolution approving South Shore Construction's proposal to utilize City property on Packinghouse Road (Parcel S49000016000) as a temporary material lay-down area.

Paul Swigel representing the South Shore Construction Company spoke in favor of the request. Councilman Yawn made a motion, seconded by Councilman Jones to Approve <u>Resolution 2017-27:</u> A Resolution approving South Shore Construction's proposal to utilize City property on Packinghouse Road (Parcel S49000016000) as a temporary material lay-down area. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

# Consideration of a Motion to Approve <u>Resolution 2017-28</u>: A Resolution amending the job position classification and compensation plan for Administrative Clerk (Part-Time) to Community Information Specialist.

Councilman Boyum made a motion, seconded by Councilman Yawn to approve <u>Resolution</u> <u>2017-28</u>: A Resolution amending the job position classification and compensation plan for Administrative Clerk (Part-Time) to Community Information Specialist. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

# Consideration of a motion to award the purchase of a Ford Fusion Hybrid to Allan Vigil Ford, Inc. per State of Georgia Purchasing Contract # SWC 99999-SPD-ES40199373-002 in the amount of \$25,112.00 for the Fleet Motor pool. This purchase was approved by city council in the FY2018 budget in the amount of \$30,000.00 using the GMA lease pool.

Councilman Yawn made a motion, seconded by Councilman Boyum to award the purchase of a Ford Fusion Hybrid to Allan Vigil Ford, Inc. per State of Georgia Purchasing Contract # SWC 99999-SPD-ES40199373-002 in the amount of \$25,112.00 for the Fleet Motor pool. This purchase was approved by city council in the FY2018 budget in the amount of \$30,000.00 using

the GMA lease pool. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Consideration of a motion to award the purchase of a Ford F150 to Allan Vigil Ford, Inc. per State of Georgia Purchasing Contract # SWC 99999-SPD-ES40199373-002 in the amount of \$28,808.00 for the Street Division. This purchase was approved by city council in the FY2018 budget in the amount of \$35,000.00 using the GMA lease pool.

Councilman Yawn made a motion, seconded by Councilman Jones to award the purchase of a Ford F150 to Allan Vigil Ford, Inc. per State of Georgia Purchasing Contract # SWC 99999-SPD-ES40199373-002 in the amount of \$28,808.00 for the Street Division. This purchase was approved by city council in the FY2018 budget in the amount of \$35,000.00 using the GMA lease pool. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

Consideration of a Motion to award a contract to retro-fit an existing refuse truck with a new roll-off hoist system to Southeastern Integrated Solutions in the amount of \$53,968.00. This item was budgeted in the amount of \$90,000.00 for FY2018 under CIP # SWC-21 and will be paid by Solid Waste Collection Fund revenues.

Councilman Boyum made a motion, seconded by Councilman Yawn to award a contract to retrofit an existing refuse truck with a new roll-off hoist system to Southeastern Integrated Solutions in the amount of \$53,968.00. This item was budgeted in the amount of \$90,000.00 for FY2018 under CIP # SWC-21 and will be paid by Solid Waste Collection Fund revenues. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

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

Mayor Moore updated everyone on the renovations at City Hall.

#### **City Managers Comments**

Police Chief Mike Broadhead updated Council on the Narcan Nasal spray for opioid overdose.

#### **Public Comments (General)**

Attorney Robert Busbee shared his opinions on the cost of requested records thru discovery when working on active criminal cases.

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

Councilman Yawn made a motion, seconded by Councilman Jones to adjourn the meeting. Councilman Boyum, Jones and Yawn voted in favor of the motion. The motion carried by a 3-0 vote.

The meeting was adjourned at 6:35 pm.

## City of Statesbord

**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: 7-24-2017

## RE: Policy Issue: State Purchasing Contract Award Recommendation for (1) Ford for Sanitation

#### **Recommendation**:

We recommend the purchase of a Ford F-150 pickup for the Sanitation Division of Public Works in the amount of \$23,840.00 from Allan Vigil Ford per the Georgia State Purchasing Contract # SWC 99999-SPD-ES40199373-002.

#### Background:

This truck will be utilized in the Sanitation Division of Public Works. This purchase was funded in the amount of \$25,000.00 in the current 2018 fiscal year under CIP # SWC-10. The remainder of the amount after the vehicle is purchased will be used for adding necessary safety and work equipment. This vehicle will be funded by Solid Waste Collection Fund revenues.

Council Person and District: All

Attachments:

## $C{\rm ity\,of\,}S{\rm tatesboro}$

**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: 7-24-2017

RE: Policy Issue: Bid Award—Truck with Service Body/Streets Division

#### **Recommendation:**

We recommend the City of Statesboro award the purchase of a Ford F-350 truck with service body to Wade Ford as they submitted the lowest responsive bid in the amount of \$35,119.00. Although J.C. Lewis was offered the opportunity to match the lowest out of county bid per our 3 percent in county advantage ordinance, they elected not to do so. Background:

This truck with a service body will be utilized in the Streets Division of Public Works. This truck, if approved, is funded in the amount of \$40,000.00 in FY 2018 and is listed under CIP# STS-74. This truck will be paid using funds from the GMA Lease Pool. Bid opportunities were sent to eight dealerships and the results were as follows:

	Dealer	Amount
1.	J.C. Lewis Ford	\$35,893.32
2.	Roberts Truck Center	\$36,139.00
3.	Wade Ford	\$35,119.00

Council Person and District: All

Attachments: None

## $C{\rm ity\,of\,}S{\rm tatesboro}$

**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: 7-24-2017

RE: Policy Issue: Bid Award—Duel Fuel CNG Truck with Service Body/ Nat. Gas

#### Recommendation:

We recommend the City of Statesboro award the purchase of a Ford F-350 truck with service body to Wade Ford in the amount of \$47,939.00.

#### Background:

This truck with a service body will be utilized by the Natural Gas Department. This truck, if approved, is funded in the amount of \$46,500.00 in FY 2018 and is listed under CIP# NGD52. This truck will be paid using funds from the Natural Gas revenue fund. Bid opportunities were sent to eight dealerships and the results were as follows:

Dealer	Amount
<ol> <li>J.C. Lewis Ford</li> <li>Wade Ford</li> </ol>	\$35,541.64 ( See note below) \$47,939.00

**Note:** J.C. Lewis submitted the above bid, but sent a retraction letter for their bid Stating their supplier had made a mistake and not included the CNG component in their engine for this bid.

Council Person and District: All

#### Attachments: None

### $City \, \text{of Statesbord}$

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: City Manager Randy Wetmore

From: City Clerk Sue Starling

Date: 07-26-2017

**RE:** Alcohol License Application

**Policy Issue:** Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6 Sec 6-13(a)

(a) No new alcoholic beverage license to sell, dispense, pour or offer to sell, dispense or pour any distilled spirits, alcoholic beverages, wine, beer, or malt beverages within the corporate limits of the City of Statesboro shall be issued to a new owner or new location until the application has been approved by the mayor and city council after a public hearing.

**Recommendation:** Planning and Development, Fire, Police, Legal, Building and Engineering recommended approval.

Background: Applicant Jeffry T. Humes has a clear background.

Budget Impact: None

Council Person and District: Sam Lee Jones (District 2)

Attachments: Application and Department Approvals

## PLEASE BE ADVISED THAT KNOWINGLY PROVIDING FALSE OR MISLEADING INFORMATION ON THIS DOCUMENT IS A FELONY PURSUANT TO O.C.G.A. §16-10-20 WHICH STATES:

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES CITY OF STATESBORO, GEORGIA

5-4-17

The undersigned applicant hereby applies to the City of Statesboro, Georgia for a license to sell alcoholic beverages within the corporate limits of the City of Statesboro. A non-refundable TWO HUNDRED dollar (\$200.00) application fee must be tendered with the application. (cash, credit card, certified check, or money order, checks should be made payable to the City of Statesboro.)

D/B/A Name 2. APPLICANT'S NAME: STRESS BORG WOODSFILE LLC (Name of partnership, IIc, corporation, or individual) 3. BUSINESS LOCATION ADDRESS: BOT S. MARK St. STE# 4. BUSINESS MAIL ADDRESS: BOT S. MARK St.
(Name of partnership, Ilc, corporation, or individual) 3. BUSINESS LOCATION ADDRESS:
(Name of partnership, Ilc, corporation, or individual) 3. BUSINESS LOCATION ADDRESS:
4. BUSINESS MAIL ADDRESS: go 7 S. Maria St.
4. BUSINESS MAIL ADDRESS: go 7 5. Maria St.
CITY: STATE: 64 ZIP CODE: 30458
5. LOCAL BUSINESS TELEPHONE NUMBER: (912) 681-1900
CORPORATE OFFICE TELEPHONE NUMBER: (912) 484 - 3366
6. CONTACT NAME FOR BUSINESS: JEFFRY T. HUMES
TELEPHONE NUMBER FOR CONTACT PERSON: 561-685-5578
7. NAME OF MANAGER: JEFFRY T. HUMES
(Person responsible for Alcohol Licensing issues)
8. PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)
NEW MANAGER
PREVIOUS OWNER'S NAME:
BUSINESS NAME CHANGE:PREVIOUS BUSINESS NAME:ADDRESS CHANGE:
ADDRESS CHANGE:PREVIOUS ADDRESS:
LICENSE CLASS CHANGE: PEED
LICENSE CLASS CHANGE: BEERWINELIQUOROTHER

9. INDICATE WHERE BUSINESS WILL BE LOCATED:

ALarra	C
ADOVE	Ground

Street or Ground Floor Level

SEC. 6-10(D) ANY PERSON WITHIN THE CITY OF STATESBORO WHO WORKS AS A BOUNCER, EITHER AS AN EMPLOYEE, AGENT, OR SUBCONTRACTOR WHOSE RESPONSIBILITIES IN AN ESTABLISHMENT THAT IS LICENSED TO SELL ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION SHALL HAVE THEIR ALCOHOLIC BEVERAGE SECURITY PERMIT ON THEIR PERSON AT ALL TIMES WHILE ACTING AS AN EMPLOYEE, AGENT OR SUBCONTRACTOR OF THE LICENSEE. AN ALCOHOLIC BEVERAGE SECURITY PERMIT SHALL BE READILYAVAILABLE FOR INSPECTION UPON THE REQUEST OF ANY STATESBORO POLICE DEPARTMENT OFFICER, CITY CODE ENFORCEMENT OFFICER, OR THE CITY MANAGER OR HIS DESIGNEE.

#### DOES ANY EMPLOYEE DESCRIBED IN THE ABOVE PARAGRAPH HAVE AN ALCOHOLIC BEVERAGE SECURITY PERMIT? \_\_\_\_YES \_\_\_\_NO(PERMIT SHALL BE OBTAINED FROM THE STATESBORO POLICE DEPARTMENT)

CALCULATION OF BASIC LICENSE FEE	FOR CALEN	DAR YEAR	
CLASSIFICATION	(Mark All That Apply)	LICENSE FEE	
Class B, Retail Beer Package		875.00	
Class C, Retail Wine Package		875.00	
Class D, Retail Liquor by the Drink		1,425.00	
Class E, Retail Beer by the Drink	V	1,425.00	
Class F, Retail Wine by the Drink	V V	1,425.00	
Class G, Wholesale Liquor	-	1,500.00	
Class H, Wholesale Beer		1,500.00	
Class I, Wholesale Wine		1,500.00	
Class J, Licensed Alcoholic Beverage Caterer		200.00	
Class K, Brewer, Manufacturer of Malt Beverages Only		1,750.00	
Class L, Broker	-	1,750.00	
Class M, Importer		1.750.00	
Class O, Manufacture on Wine Only		1.750.00	
Sunday Sales Permit	· ·	300.00	
In Room Service Permit		150.00	
-	:	~~~~~~	

Georgia Law (O.C.G.A. Section 3-3-7) states: "The sale of alcoholic beverages is lawful for consumption on the premises on Sundays from 12:30 p.m. until 12:00 midnight in any licensed establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served and in any licensed establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or 50 percent of its total annual gross income from the rental of rooms for overnight lodging."

Sunday sales permit holders are subject to audit for compliance with State Law. Each establishment is required to maintain Financial Records on food sales and alcohol sales by separate business location to demonstrate compliance with State and Local Law.

TOTAL ANNUAL LICENSE FEE:

3,150

PARTIAL YEAR CALCULATION IF APPLICABLE: \$\_

Special Event Permit	50.00
Distance Waiver Application Fee	150.00
Alcohol Beverage Control Security Permit(Permit Shall Be Obtained From The Statest	boro Police Department) 50.00
10. <u>TYPE OF BUSINESS: (CHECK ONE)</u> Individual Corporation	on Partnership <u>\$</u> LLC
(COMPLETE EITHER NUMBERS 11, 12 AND 13, AND/OR 14, 11. IF APPLICANT IS AN INDIVIDUAL: Attach copy of trade name affidavit.	, 15 AND 16 IN THE SECTION BELOW)
FULL LEGAL NAME:	PHONE#
HOME ADDRESS:	
CITY:STATE:	
RACE:SEX:BIRTHDATE:SOCIAL S	
<ul> <li>HAVE YOU COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO T</li> <li>12. <u>IF APPLICANT IS A PARTNERSHIP. LLC. or LLP.</u>: Attach trade name LLC or LLP as filed with the Clerk of Superior Court and trade name affida agreement as well as other documents listed below that establish ownership right that the clerk of the stabilish ownership right.</li> </ul>	e affidavit, if an LLC or LLP, attach a copy of certificate of avit, a copy of your operating agreement and/or partnership ights of members or partners.
NAME AND ADDRESS OF PARTNERSHIP, LLC, or LLP: STATES	
	a Dulas
109 E. 49 <sup>44</sup> SF. SAVENAN, C DO YOU HAVE AN OPERATING AGREMENT OR PARTNERSHIP AGREEN IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF 2	MENT FOR THE LLC, LLP OR PARTNERSHIP?
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	FULL LEGAL NAME:			PHONE#
	HOME ADDRESS:			
	CITY:		STATE:	ZIP CODE:
	RACE:SEX:	BIRTHDATE:	SOCIAL SECURITY NO:	
	HAS EACH MEMBER	OR PARTNER COMPLETED	A FINANCIAL AFFIDAVIT TO	ATTACH TO THIS APPLICATION?
		(ATTACH ADD)	ITIONAL PAGES IF NECESS	ARY)
per Co:	centage of stock owned l	by each. If a named stockholde life of the license, the identity of	r therein is another corporation.	Il list the names and address of all stockholders and the the same information shall be given for the Stockholding age of ownership should change, that information shall be
14.	registration with the ( identify ownership rig	Georgia Secretary of State, as v hts.	well as the bylaws, the sharehol	ion, trade name affidavit, current annual corporation ders agreement, and other documents listed below that
	NAME OF CORPORA	TION:	e shown exactly as in Articles of	
	HOME OFFICE.	(Nam	e snown exactly as in Articles of	Incorporation or Charter)
				· · · · · · · · · · · · · · · · · · ·
	IF NOI, WHAT DOCU	MENTS ESTABLISH THE OV	WNERSHIP RIGHTS OF THE S	HAREHOLDERS?
15	. OFFICERS:			
1	(2) 2012 District Control (C) 2012 (2017) (2017)			
				PHONE#
	CITY-			_ZIP CODE:
				PHONE#
				ZIP CODE:
			_OFFICE HELD:	

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FULL LEGAL NAME:			PHONE#	
HOME ADDRESS:				
			ZIP CODE:	
			TY NO:	
			PHONE#	
HOME ADDRESS:				
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			TY NO:	
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		UDITIONAL PAGES IF	NECESSARY)	
5. <u>STOCKHOLDERS (</u> If Dit				
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CITY:		STATE:	ZIP CODE:	
RACE:SEX:	BIRTHDATE:	SOCIAL SECURI	TY NO:	
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HOME ADDRESS:				
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RACE:SEX:E	SIRTHDATE:	SOCIAL SECURIT	Y NO:	

(ATTACH ADDITIONAL PAGES IF NECESSARY)

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17. If there is any individual or officer, who has resided at his current address less than five (5) years, complete information below.

NAME:	PHONE#	
PREVIOUS ADDRESS:	FROM	_TO
PREVIOUS ADDRESS:	FROM	_T0
PREVIOUS ADDRESS:	FROM	_TO
FULL NAME:	PHONE#	
FULL NAME: PREVIOUS ADDRESS:	PHONE# _FROM	_TO
a ana on a caracteric		_TO _TO
PREVIOUS ADDRESS:	_FROM _FROM _FROM	

18. State name and address of owner of the property (Land and Building) where the business will be located.

 Mistr	NWN WMNERCIA		Agasp next.		
1012	MUNANCH	dincle	States Bows,	6A	30458

19. Is the commercial space where the business is to be located rented or leased?

Answer	: YES 📝	_NOIfy	es, state name of less	or or landlord and address, and prov	vide a copy	y of the lease with this applic	ation
-	M j'STO	wh com	1 Man 4 m	DEVELPMENT			
	1012	Nonarcy	Circle	STATES BOPS,	GA	30458	

20. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed business with any persons, firm, company, corporation, or other entity.

Answer: YES	NO	V	If yes, give name of person or firm and address and amount of percentage of profits or
receipts to be split.			

21. Is there anyone connected with this business that is not a legal resident of the United States and at least twenty-one (21) years of age?

nswer: YES NO If yes, give full de	tails on separate sheet
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If anyone connected with this business is not a U.S. Citizen, can they legally be employed in the United States.

Answer:	YES	_NO	N/A	If yes, explain on a separate sheet and submit copies of eligibility
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22. Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesboro or other City or County in the State of Georgia, or other state or political subdivision and been denied such?

Answer: YES \_\_\_\_\_ NO \_\_\_\_ If yes, give full details on separate sheet.

23. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category?

Answer: YES NO If y	es, give full details on separate sheet
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24. Is there anyone connected with this business that has been convicted within fifteen years immediately prior to the filing of this application with any felony or for whom outstanding indictments, accusations or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred?

If yes, give full details on separate sheet, including dates, charges and disposition. Answer: YES

25. Is there anyone connected with this business that has been convicted within five years immediately prior to the filing of this application of the violation (i) of any state, federal or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability thereof; (ii) of a crime involving moral turpitude; or (iii) of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident, or any misdemeanor serious traffic offense?

Answer: YES \_\_\_\_\_ NO \_\_\_\_ If yes, give full details on separate sheet, including dates, charges and disposition.

26. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) year period?

NO 🖌 If yes, give full details on separate sheet. Answer: YES

27. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal Agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity?

Answer:	YES	NO	If yes, give full	details on separate sheet.
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28. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or United States for the reason the same was being used or intended for use in criminal activities.

Answer: YES \_\_\_\_\_ NO \_\_\_\_ If yes, give full details on separate sheet.

Will live nude performances or adult entertainment be a part of this business' operations?

Answer: YES\_\_\_\_\_NO\_\_\_\_ If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult

## , JEFFRY T. HUMES

I. \_\_\_\_\_\_\_\_, solemnly swear, subject to the penalties O.C.G.A. §16-10-20 as provided above which I have read and understood, that all information required in this APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

THOMAS Print Full N e As Signed Below

Signat

29.

Date

SWORN TO AND SUBSCRIBED BEFORE ME THIS

NOTARY PUBLIC (SEAT.) My Commission Ex

TARA NICOLE HODGES NOTARY PUBLIC, CHATHAN COUNTY, GEORGIA MY COMMISSION EXPIRES: MARCH 2, 2019

Revised 2//26/2015



City of Statesboro Department of Planning & Development Memorandum

 50 East Main Street
 P.O. Box 348
 » (912) 764-0630

 Statesboro, Georgia 30458
 Statesboro, Georgia 30459
 » (912) 764-0664 (Fax)

DATE: May 30, 2017

TO: Teresa Skinner, Tax Clerk

SUBJECT: ALCOHOLIC BEVERAGE APPLICATION (807 South Main Street-Picci Pizza).

The Department of Planning & Development has reviewed the alcoholic beverage application submitted by Jeffry T. Humes for 807 South Main Street (Tax Parcel # MS52 000014A 000). The applicant is proposing the consumption of alcohol on premises at the location. The proposed use and sale of alcohol is permitted at the location and the application may be approved. Staff's recommendation is based on the following:

1) Zoning District: 807 South Main Street is located in the HOC (Highway Oriented Commercial) zoning district.

2) General Regulations Pertaining to all Licenses: Per Chapter 6 Section 6-7(c)(3) of the Statesboro Code of Ordinances, Class E and F alcoholic beverage licenses may be issued in the HOC (Highway Oriented Commercial) zoning district.

3) Alcoholic Beverages Proximity Restrictions: The Department of Planning & Development has reviewed the subject property for consistency with the proximity restrictions of Chapter 6 Section 6-7(e) of the *Statesboro Code of Ordinances*. The proposed location conforms to the proximity restrictions of said provisions. Planning and Development review does not serve as an approval or denial to serve alcoholic beverages at this location; but, is a recommendation to the City Clerk's Office.

Department of Planning and Development approval is based on the information provided within the alcoholic beverage application submitted for our review. This approval does not confer rights to open or operate the proposed business until all dimensional requirements of the *Statesboro Zoning Ordinance*, or applicable requirements of any other chapter of City Code have been met.

The Department of Planning & Development encourages all applicants to access the *Statesboro Zoning* Ordinance online at http://www.statesboroga.gov/. The applicant is also encouraged to consult directly with representatives of the Engineering, Fire and other permitting departments if any work on the building or site is occurring to determine whether or not building or site plans associated with the proposed use are necessary.

Respectfully,

Candra E. Teshome Planning and Development Specialist



# Statesboro Fire Department Proudly serving the City of Statesboro and surrounding communities since 1905!



Print Date: 7/25/201	7 INSPECTION SUMMARY REPORT	Page 1 of 1
Name: Statesbo	ro Woodfire Pizza LLC	
807 S M	ain ST, STATESBORO	
Date: 7/24/2017	Contact: William Glass	
Inspector Name:	Fire Inspector Carlos Nevarez Date notice sent:	
Type of Inspection:	Alcohol License Inspection	
Property Notes:		
Fire Code Reference	Discrepancy / Remarks	Date Resolved
Special Notes	Alcohol License: No Violations Noted After the completion of an Alcohol License Fire and Life Safety Inspection at the location, no issues were noted. The Statesboro Fire Department has no object to the issuance of and/or renewal of an Alcohol License pending approval by additional departments as necessary.	nis ction

Inspector Signature

Site Signature



Teresa Skinner <teresa.skinner@statesboroga.gov>

#### Picci Pizza Alc App

1 message

Cain Smith <cain.smith@statesboroga.gov>

Wed, Jul 26, 2017 at 10:18 AM To: Teresa Skinner <teresa.skinner@statesboroga.gov>, Sue Starling <sue.starling@statesboroga.gov>

The manager and the three investors all have spotless national and Georgia criminal histories. The investors properly obtained and have provided proof of a \$300,000.00 loan from State Bank for establishment of the licensed premises. DOR Agent Ron Huckaby did recognize the name of investor William Glass as he is a prominent Savannah attorney, but did not recognize the other names. DOR received their application yesterday and have not completed investigation at time of this email. I see no reason not to proceed with presentation of application to Council on 8/1/17 I. Cain Smith

City Attorney City of Statesboro 50 E. Main St. Post Office Box 348 Statesboro, GA 30458 ph: 912-764-0643 fax: 912-489-6140

#### Picci Pizza William Glass/Jeffry Humes 807 South Main Street

Please enter your recommendations and comments with your full name.

#### Alcohol License Review

Department
------------

Full Name Recommendation

Comments

Planning & Development	Candra Teshome	Approve	See memo.
Fire Department	Carlos Nevarez	Approve	see Alcohol Inspection report/ DBA name needs to be cleared up as either picci pizza or nunna picci
Building Official Kitchen?Yes or No	DC	Approve	
Police Department	James Winskey	Approve	Governed under 6-9 (a) of Alcohol Ordinance
Legal	Cain Smith	Approve	See email attachment

## 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: 7-25-2017

RE: Policy Issue: Bid Award: Gas Main Replacement/Nat. Gas

#### **Recommendation**:

We recommend the contract for a natural gas main replacement at Highway 301at the Ogeechee River be awarded to Electricom LLC in the amount of \$861,030.77. Electricom, LLC has met all bid specifications and requirements for this project.

#### Background:

This gas main replacement is located at Highway 301 and the Ogeechee River. This main replacement is due to safety concerns brought about by the age of the existing gas main and a large exposed section near the river crossing. We advertised as required by the public works laws and conducted a mandatory pre-bid with eight contractors in attendance. Of these eight, six submitted sealed bids and the results are as follows:

Bid Amount
\$861,030.77
\$889,025.00
\$898,050.00
\$990,250.00
\$1,338,901.31
\$1,945,965.00

#### Council Person and District: All

#### Attachments:

### CITY OF STATESBORO

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



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

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

To:	Randy Wetmore, City Manager
	Sue Starling, City Clerk
From:	Sue Starling, City Clerk Robert Cheshire, Deputy City Manager
Date:	July 24, 2017
RE:	City Council Agenda Item for August 1, 2017 Council Meeting

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

#### **Recommendation:**

Recommend awarding a contract to Hussey, Gay and Bell, Inc. in the amount of \$27,340 to provide engineering design services associated with CIP Project WWD-14, the rehabilitation of sanitary sewer mains and possibly additional storm sewer mains as well. Hussey, Gay and Bell, Inc. has designed and provided project oversight for several COS pipe lining projects. Thus, due to the importance of finishing this project as quickly as possible (SEE Background), and their past experience, I am recommending utilizing their services.

#### **Background**:

Staff has identified sanitary sewer mains in three (3) areas of the City (a portion of Edgewood Subdivision, a portion of Fletcher Subdivision/North Main Street, and a section from Cone Street to Proctor Street) that are experiencing significant amounts of Inflow & Infiltration, and thus need to be rehabilitated. Excessive I&I causes several problems including: reduces the effluent carrying capacity of the pipe, reduces the structural integrity of the pipe, and in the case of these three (3) areas, introduces a large volume of "stormwater" to the Waste Water Treatment Plant (which means the treatment capacity of the WWTP is sometimes significantly reduced).

In addition, staff has identified a 36" storm sewer pipe which runs beneath the Fair Road Park which has several joint separations and significant pipe wall cracking, and thus needs to be rehabilitated as well.

#### Budget Impact:

Consulting Engineering Services contract to be in the amount of \$27,340. Sanitary Sewer rehabilitation design portion to be funded through 2013 SPLOST proceeds and Storm Sewer rehabilitation design portion to be funded with Stormwater Utility Operating funds. Actual construction cost estimates to be determined as a part of the design services.

Council Person and District: District (1) Boyum;

District (2) Jones; District (4) Riggs

Attachments: HGB Contract

July 7, 2017 Revised: July 14, 2017

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

## RE: Proposal for Professional Services for Sanitary and Storm Sewer Rehabilitation Statesboro, Georgia

HUSSEY GAY BELL

Dear Mr. Cheshire:

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

#### A. SURVEYING SERVICES

Hussey Gay Bell will use existing City of Statesboro GIS maps and data for this project. Surveying services are not included in the scope of this proposal.

#### B. WETLAND SERVICES

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

#### C. DESIGN SERVICES

Hussey Gay Bell's scope of design services includes the design and preparation of Construction Plans and Specifications, using GIS maps, for the rehabilitation of sanitary and storm sewer pipe using Cured-In-Place Pipe (CIPP) methods. The sanitary sewer CIPP project areas are generally located near:

-Fletcher Drive and North Main Street. -Cone Street and Northside Drive. -Edgewood Drive and Gentilly Road.

#### FEE \$14,260.00.

329 Commercial Drive • Savannah, Georgia 31406 • 912.354.4626 • husseygaybell.com

#### Mr. Robert Cheshire July 14, 2017 CIPP Projects Page No. 2

The storm sewer project includes CIPP rehabilitation of approximately 480 linear feet of 36-inch concrete pipe near the Honey Bowen Building athletic fields. The storm sewer portion of the project will be bid as an add/deduct alternate to the sanitary sewer project.

#### ADDITIONAL FEE \$2,500.00.

#### D. PERMITTING SERVICES

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

#### E. BIDDING SERVICES

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

FEE \$5,500.00.

## F. CONTRACT ADMINISTRATION AND CONSTRUCTION OBSERVATION SERVICES

Hussey Gay Bell's estimate for construction administration and observation services is based on:

1. Preparation of contract forms with requirements to the Contractor for execution and forward to the owner for execution. (2 Hours of Engineer and 5 Hours of Administrative estimated)

FEE \$690.00 Hourly Budget

- Planning, coordinating, arranging, and attending one pre-construction meeting including distribution minutes from such. (3 hours of Engineer estimated)
   FEE \$510.00 Hourly Budget
- Responding to four RFI's during the bidding process (6 Hours of Engineer and 2 Hours of Administrative estimated)

FEE \$1,160.00 Hourly Budget

 Review and recommend modifications and/or payment of the pay requests. At this time it is anticipated there will be two pay requests and a final release. (3 hours Engineer and 6 hours Administrative estimated)

FEE \$930.00 Hourly Budget

#### Mr. Robert Cheshire July 14, 2017 CIPP Projects Page No. 3

- 5. Final Pay Request and Close-out documents for the project. We do not anticipate the need for actual record drawings to be performed. (3 hours of Engineer, 2 hours for Technician, and 3 hours of Administrative estimated)
  - FEE \$940.00 Hourly Budget
- City staff commonly performs the majority of field observations during construction however; we will include five hours of Engineer for visits during construction as needed and as requested by the City staff.
   FEE \$850.00 Hourly Budget

The above Contract Administration and Construction Observation tasks will be billed on an hourly basis on time actually spent on the project. The fees above are hourly estimates.

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

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-7, the Schedule of Hourly Rates and the Schedule of Reimbursable Expenses constitutes the entire contract between you and this firm and may only be modified by a written change order signed by both parties. Thank you for this opportunity to serve you.

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

C J Chance, PE Vice-President

ACCEPTED BY:\_\_\_\_\_ DATE:

GC 1 of 7

#### **GENERAL CONDITIONS**

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated July 7, 2017 (Revised: July 14, 2017), between the CITY OF STATESBORO (Client) and HUSSEY, GAY, BELL & DEYOUNG, INC. (Engineer) and pertain to the project described therein.

#### 1. <u>CLIENT'S RESPONSIBILITIES.</u>

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

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

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

#### 2. <u>ENGINEER'S RESPONSIBILITIES.</u>

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

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

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will

GC 2 of 7 include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

#### 3. <u>ADDITIONAL SERVICES.</u>

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

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

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

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

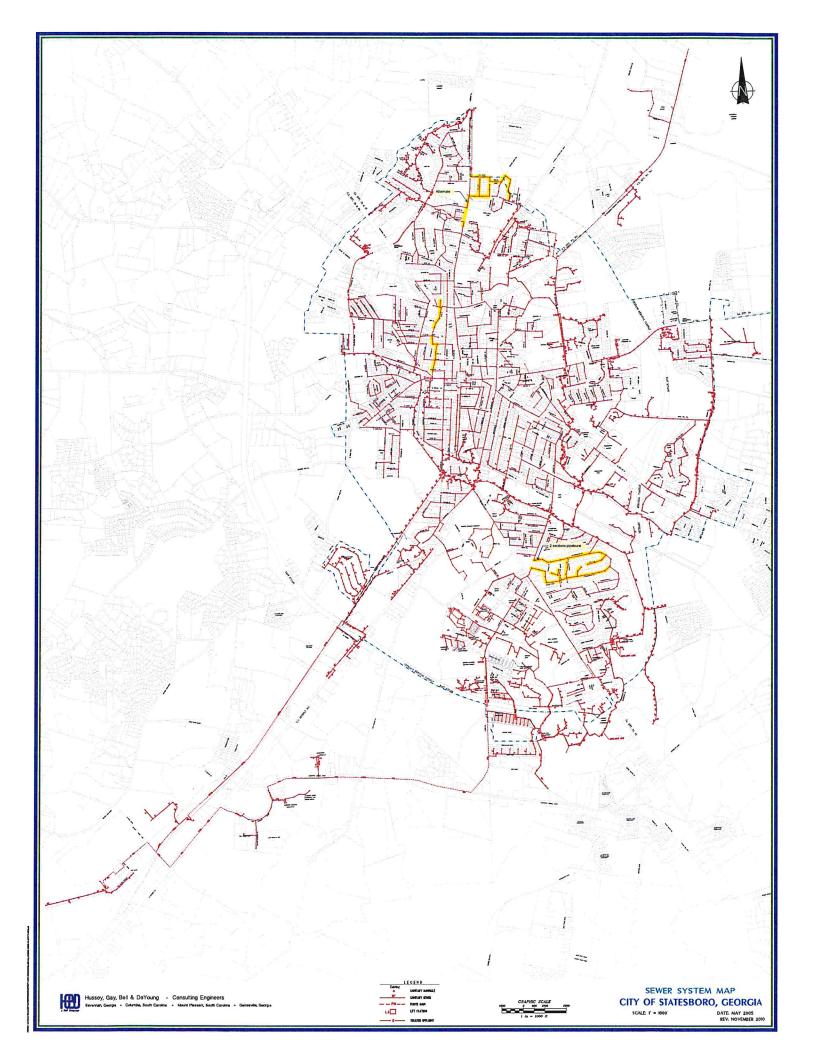
3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other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

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

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

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

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



#### 4. <u>REIMBURSABLE EXPENSES.</u>

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

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

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

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

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

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

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

#### 5. <u>PAYMENT TO THE ENGINEER.</u>

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

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

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

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

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

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

#### 6. <u>CONSTRUCTION COST.</u>

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

#### 7. <u>OWNERSHIP OF DOCUMENTS.</u>

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

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

#### GC 5 of 7

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

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

#### 8. <u>TERMINATION OF AGREEMENT.</u>

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

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

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

#### 9. <u>ABANDONED OR SUSPENDED WORK.</u>

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

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

#### 10. INDEMNIFICATION.

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

#### 11. LIMITATION OF LIABILITY.

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

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

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

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

#### 12. MISCELLANEOUS PROVISIONS.

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

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

#### GC 7 of 7

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

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

Revised 3-10-16

# 

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

SCHEDULE OF HOURLY RATE	and the state of the
	Rate Effective 3/1/2016
	5/1/2018
Principal Engineer	185.00
Professional Engineer (Testimony and Preparation)	315.00
Engineer V / Associate	170.00
Engineer IV	155.00
Engineer III	140.00
Engineer II	135.00
Engineer I	130.00
Assistant Engineer	120.00
Technician III	110.00
Technician II	105.00
Technician I	95.00
Landscape Architect	125.00
Senior Project Representative	100.00
Project Representative	85.00
Registered Land Surveyor III	150.00
Registered Land Surveyor II	130.00
Registered Land Surveyor I	120.00
3-Man Survey Crew	160.00
2-Man Survey Crew	150.00
1-Man Survey Crew	130.00
Senior Administrative	105.00
Administrative	70.00

### 

#### SCHEDULE OF REIMBURSABLE RATES March 2016

#### **REPRODUCTION COSTS PER PAGE:**

#### Plan Sheets - Bond (B/W)

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

#### Plan Sheets - Bond (Color - Line)

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

#### Plan Sheets - Bond (Color - Solid Fill)

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

#### Plan Sheets – Mylar (B/W)

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

\$ 0.20

#### Specifications (B/W)

8.5 x 11

<u>CD / Flash Drives</u> Actual costs including media costs

and staff time at standard rates

#### **OVERNIGHT DELIVERY:** Cost + 10%

#### AUTO MILEAGE: \$0.54 per mile

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

ROOM & BOARD: Actual Cost

#### CITY OF STATESBORO

To: Randy Wetmore, City Manager

From: Jeffery Grant, Director of Human Resources

Date: July 25, 2017

RE: Request for additional hours at the Health and Wellness Center

**Policy Issue:** Increasing appointment capacity at the Health & Wellness Center

**Recommendation:** To approve the request for additional staffing hours at the City of Statesboro Health & Wellness Center.

**Background:** In 2012, the City of Statesboro established a first class primary care facility for employees and their dependents. The facility is staffed with a medical provider and medical assistant dedicated to delivering the highest quality of care, treating illnesses and promoting wellness amongst employees and dependents. Since that time the City of Statesboro has seen the appointment utilization percentage exceed maximum capacity each year. In other words, employees and dependents are consistently using the Health and Wellness Center to its full capacity and more. For instance in FY 2017, the City of Statesboro Health & Wellness Center had a provider and nurse visit utilization percentage of 109%.

Currently the Health and Wellness Center has a staffing matrix that consists of 8 hours of provider time and 16 hours of medical assistant time. This amendment to our existing contract would increase provider time from 8 hours to12 total hours.

**Budget Impact:** The budget impact will be an additional \$2166 per month to our existing contract fee. The amount requested has already been approved through the FY 2018 budget process.

#### Attachments:

Amendment to Transformhealthrx Agreemen

#### AMENDMENT NO. 1 TO HEALTH AND WELLNESS CENTER SERVICES AGREEMENT

**THIS AMENDMENT NO. 1** ("Amendment") is made and entered into by and between City of Statesboro ("Client") and TransformHealthRx, LLC, a Georgia limited liability company ("THRX") and is effective as of July 3, 2017 (the "Amendment Effective Date"). Client and THRX are referred to in this Amendment individually as a "Party" and collectively as the "Parties." All capitalized terms used in this Amendment and not otherwise defined herein have the meanings set forth in the Agreement, as defined below.

#### RECITALS

**WHEREAS**, Client and THRX entered into that certain Health and Wellness Center Services Agreement, dated as of January 10, 2012, (the "Agreement");

**WHEREAS**, Client and THRX desire to amend the Monthly Staffing Fees, update the staffing matrix, and make other changes for their mutual benefit.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### AGREEMENT

1. The Agreement is amended pursuant to Section 5.03 thereof to add the following new sentence to the end of Article III, Section 3.04, titled "<u>Monthly Staffing Fees</u>": "Commencing July 3, 2017, no later than the 10<sup>th</sup> day of each calendar month for which THRX invoice is received, Client agrees to pay THRX the amount of \$8,440.67."

2. Section 3.04 of the Agreement is further amended to add the following new Staffing Matrix effective as of this Amendment Effective Date:

Staffing Matrix

Position	Hours per week
Physician, Nurse Practitioner or Physician's Assistant ("Physician Extender")	12
Nurse or Medical Assistant	16

3. The Agreement is further amended to delete Exhibit B and in lieu thereof insert the Exhibit B attached hereto, and incorporated herein, by this reference.

4. Except as herein amended, the Agreement, and all of the terms and conditions contained therein, are hereby ratified and reaffirmed by the Parties.

5. This Amendment represents the complete agreement between the Parties regarding the subject matter hereof, and no other changes or modifications of the Agreement are intended nor shall any such other changes or modifications exist. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control to the extent applicable.

6. Except as specifically stated herein, each capitalized term used in this Amendment will have the same meaning assigned to it in the Agreement.

7. This Amendment may be executed in one or more counterparts and/or by facsimile, each of which will be deemed an original and all of which together will constitute one instrument.

**IN WITNESS WHEREOF,** the duly authorized officers of each of the Parties have executed this Amendment as of the Effective Date, intending to be legally bound hereby.

City of Statesboro	TransformHealthRx, LLC	
By:	By:	
Name:	Name:	Shannon Farrington
Title:	Title:	Chief Financial Officer/Treasurer
Date:	Date:	

#### **EXHIBIT B**

The Physician or Physician Extender shall be available to provide Medical Services pursuant to this Agreement no less than twelve (12) hours per calendar week.

The Nurse shall be available to provide Medical Services pursuant to this Agreement no less than sixteen (16) hours per calendar week.

The Health and Wellness Center will observe the following holidays:

New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Eve Day Christmas Day

If the Health and Wellness Center is closed for a scheduled holiday, and that holiday is a day the Health and Wellness Center would otherwise provide services to the Client, THRX shall be deemed to have provided Medical Services, per the staffing matrix, listed in Section 3.04 of the Agreement.

Everyone waiting for an appointment will be seen and given an adequate time. This will periodically result in the need for the clinic hours to be extended beyond the time allotted in the staffing matrix contained in Section 3.04. In the event that this situation occurs, THRX will provide appropriate Medical Services and bill the Client for the cost of additional time of the medical staff.