



**September 01, 2015 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 Presentations
  - A) The Averitt Center for the Arts will be recognizing Betty Foy Sanders as our "2015 Legend in the Arts".
  - B) Georgia Department of Economic Development Tourism product development grant.
  - C) Recognition of the City of Statesboro "Slim by '16"- 6 Months Winner
  - D) Recognition of August Employee of the Month
4. Public Comments (Agenda Item):
  - A. Bill Thomas
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 08-18-2015 Council Minutes
    - b) 08-18-2015 Executive Session Minutes
  - B) Consideration of a Motion to award the purchase of a 10-passenger van to Wade Ford per the State of Georgia Purchasing Contract (SWCSPD0000115) price of \$24,618.00. This van will be utilized by the Police Department and is budgeted in the amount of \$25,000 under CIP # PD-30. If approved, this will be purchased using 2007 SPLOST funds.
  - C) Consideration of a Motion to set the due date of December 20, 2015 for the City of Statesboro Property Tax Bills
6. Consideration of a Motion to Approve the Deputy City Manager's Employment Contract.
7. Consideration of a Motion to accept the proposal of a bench with a plaque to be placed in the Rockwell/Edgewood Park commemorating the 125<sup>th</sup> anniversary of the Daughters of the American Revolution.
8. Notification to City Council that the terms of service for Planning Commission members Nick Propps, Rick Barr, and Rev Charles Lee are expiring on October 4, 2015. Additionally, staff has received the resignation of Planning Commission Member Jeremy Ragan, effective immediately.
9. Public Hearing and first reading of proposed **Ordinance 2015-06**: An ordinance amending Chapter 18 of the Statesboro Code of Ordinance regarding Temporary Vendors.

10. Consideration of a motion to approve a Memorandum of Understanding between the City of Statesboro and Georgia Southern University for conduit and fiber optic cable.
11. Public Hearing to solicit input regarding the proposed millage rate of 6.358 for the calendar year 2015 ad valorem (property) taxes for the City of Statesboro.
12. Consideration of a Motion to approve **Resolution 2015-36**: A Resolution setting the millage rate for ad valorem (property) taxes for the 2015 calendar year for the city of Statesboro, Georgia at 6.358.
13. Other Business from City Council
14. City Managers Comments
15. Public Comments (General)
  - A. Bill Thomas
  - B. Ms. Annie Bellinger
16. Consideration of a Motion to Adjourn

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

## 2015 LEGEND in the ARTS

WHEREAS, Betty Foy Sanders grew up in Statesboro, married Carl Sanders 65 years ago at First Baptist Church in Statesboro and Carl Sanders announced his successful bid for the Governorship of Georgia on the Bulloch County Courthouse steps.

WHEREAS, As First Lady of Georgia, Betty Foy Sanders championed many causes in education, social justice and the arts, helping to establish the Georgia Arts Council.

WHEREAS, Betty Foy Sanders has enormous creative talents in all of the arts including painting, gardening, interior design, landscape design and flower arranging.

WHEREAS, The Averitt for the Arts has named Betty Foy Sanders, the 2015 Legend in the Arts Award Inductee, because of her statewide support of arts and education, her philanthropy to the arts and her extraordinary talent in the arts.

NOW, THEREFORE, I, Jan J. Moore, Mayor of the City of Statesboro, on behalf of the City Council, does hereby recognize and proclaim September 10<sup>th</sup>, 2015 as:

### “BETTY FOY SANDERS DAY”

In addition we thank Betty Foy Sanders for returning to her hometown and the generous sharing of her arts and her wisdom. I thank the Averitt Center for the Arts for awarding and rewarding the special arts leadership in our region and state by creating the Legend in the Arts Award. I wish the Averitt Center for the Arts continued success in years to come.

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Jan J. Moore, Mayor



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**CITY OF STATESBORO  
Council Minutes  
August 18, 2015**

A regular meeting of the Statesboro City Council was held on August 18<sup>th</sup>, 2015 at 5:30 p.m. in the Council Chambers at City Hall. Present were Mayor Jan J. Moore, Council Members: Will Britt, Phil Boyum, John Riggs, Gary Lewis and Travis Chance. Also present were Deputy City Manager Robert Cheshire, City Clerk Sue Starling, City Attorney Alvin Leaphart, Director of Engineering and Public Works Jason Boyles and Director of Planning and Development Mandi Cody.

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

The Invocation and Pledge of Allegiance was led by Councilman Will Britt

**Public Comments (Agenda Item):**

Bill Thomas addressed Council by asking for more time to speak and wants employees to continue to contact him with information from City Hall. He addressed Council in a very negative way and was escorted away from the podium. After several minutes, he returned to the podium to finish his comments, which were all negative, regarding the City Council.

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

**A) Approval of Minutes**

**a) 08-04-2015 Council Minutes**

**b) 08-04-2015 Executive Session Minutes**

**c) 08-04-2015 Council Work Session Minutes**

Councilman Riggs made a motion, seconded by Councilman Britt to approve the consent agenda as it is written. Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Chelsea Glosser representing “Up with People” announced their group would be performing at the Statesboro High School on August 27<sup>th</sup>, 2015. The name of the performance is “The Journey”.

**Consideration of a Motion to award a contract for the construction of two (2) metal shelter additions at the Public Works facility to Hawk Construction in the amount of \$143,415.00. This project is budgeted under CIP number SWC-17 in the amount of \$130,000.00. If approved, this project will be paid out of Solid Waste Collection revenue funds.**

Councilman Britt made a motion, seconded by Councilman Lewis to award a contract for the construction of two (2) metal shelter additions at the Public Works facility to Hawk Construction in the amount of \$143,415.00. This project is budgeted under CIP number SWC-17 in the amount of \$130,000.00. Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a motion to approve Resolution 2015-34: A Resolution approving CT Recycling to perform curbside collection of recyclable materials in the City of Statesboro as a pilot project.**

Jeff Leggett, owner of a pest control company, asked Council for approval to perform curbside collection for recyclable materials for the City of Statesboro. Since Bulloch County has dropped the program, he stated he would like to continue the service along with his son. Mr. Leggett stated the fee would be higher, about \$14.00 to \$15.00 per month, but still feels the need for the service to continue. Councilman Boyum expressed his desire for the City to also look at taking over the service. Deputy City Manager Robert Cheshire stated, at this time, the City has not had time to evaluate or analyze the feasibility of taking this service over. Councilman Boyum stated he would like to see the Keep Bulloch Beautiful brought back. Mayor Moore expressed her concerns on the recycling receptacles, stating she was not sure the current containers are what the City needs. Councilman Boyum stated the recycling containers were standard everywhere. Councilman Britt stated he was concerned about approving Mr. Leggett's request at this time since Council was already thinking about how to continue the recycling under the City's management. Mayor Moore also echoed the same concerns stating she hoped Mr. Leggett understands that if the city finds that it can provide the service for less, the citizens would expect and expect a more affordable fee. Mayor Moore also stated this request comes with a risk if you enter into this for a year and then have to become competitive with the City. Mr. Leggett stated he understood the risk. This agreement was also noted as a pilot program. Councilman Britt stated the City needs to ask the County for the unused grant funds since the City was a partner in the recycling program. Deputy City Manager stated that he was already in the process of requesting the funds. Mayor Moore and Councilman Boyum stated the City is looking at July 1<sup>st</sup> 2016 to complete a study for the possibility of operating a recycling program.

Councilman Boyum made a motion, seconded by Councilman Britt to approve Resolution 2015-34: A Resolution approving CT Recycling to perform curbside collection of recyclable materials in the City of Statesboro as a pilot project. Councilman Britt, Boyum, Riggs and Lewis voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Travis Chance joined the meeting.

**Consideration of a Motion to approve Resolution 2015-35: A Resolution to approve adjustments to the pay and compensation plan to amend the following job titles and descriptions of the City Engineer to the Director of Public Works and Engineering; and the Senior Assistant City Engineer to the City Engineer.**

Councilman Riggs made a motion, seconded by Councilman Britt to approve Resolution 2015-35: A Resolution to approve adjustments to the pay and compensation plan to amend the following job titles and descriptions of the City Engineer to the Director of Public Works and Engineering; and the Senior Assistant City Engineer to the City Engineer. Councilman Britt, Boyum, Riggs, Chance and Lewis voted in favor of the motion. The motion carried by a 5-0 vote.

**Other Business from City Council:** None

**City Managers Comments:**

Deputy City Manager Robert Cheshire asked Director of Engineering and Public Works Jason Boyles to update Council on the roll-off trash containers. Mr. Boyles stated the program has currently netted \$25,000.00.

Deputy City Manager Robert Cheshire updated Council on the millage rate. He stated the City would not be having 2 of the scheduled public hearings since the tax numbers were revised and recalculated. He also stated the proposed millage would be the same as last year at 6.358 and a public hearing and recommendation would be held at the September 1, 2015 Council Meeting.

City Clerk Sue Starling updated Council on the upcoming election qualifying dates of August 31 thru September 4, 2015 and also the property tax sale will be held on September 1, 2015 at 2:00 pm on the steps of City Hall.

**Public Comments (General)**

Bill Thomas continued his negative comments regarding City Council and some employees of the City of Statesboro.

**Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A.§50-14-3 (2012)**

At 6:35 pm, Councilman Boyum made a motion, seconded by Councilman Riggs to enter into Executive Session. Councilman Britt, Boyum, Riggs, Chance and Lewis voted in favor of the motion. The motion carried by a 5-0 vote.

At 7:21 pm, Mayor Moore called meeting back to order with no action being taken.

Councilman Boyum made a motion, seconded by Councilman Lewis to exit Executive Session. Councilman Britt, Boyum, Riggs, Chance and Lewis voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to Approve a Contract of Grant of Realty between the Mayor and City Council of Statesboro and Jintendra Patel as well as a Change Order with Tyson Utilities Construction in the amount of \$46,039.00 to fulfill City's obligations under the Contract for the Grant of Realty.**

Councilman Chance made a motion, seconded by Councilman Riggs to approve a Contract of Grant of Realty between the Mayor and City Council of Statesboro and Jintendra Patel as well as a Change Order with Tyson Utilities Construction in the amount of \$46,039.00 to fulfill City's obligations under the Contract for the Grant of Realty. Councilman Britt, Boyum, Riggs, Chance and Lewis voted in favor of the motion. The motion carried by a 5-0 vote.

**Consideration of a Motion to Adjourn**

Councilman Chance made a motion, seconded by Councilman Lewis to adjourn the meeting. The meeting was adjourned at 7:23 pm.

# Memo



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

**FROM:** Darren Prather, Purchasing Director

**DATE:** 8-25-2015

**Re:** Recommendation—Bid Award/10-Person Van--PD

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This award recommendation is for the purchase of a 10-person V6 Ford van to be utilized by the Police Department for the transport of officers/cadets for training at the academy and in daily operations as well. If approved, this vehicle will be purchased under the Georgia State Contract (SWCSPD0000115). We, as a local government, are allowed to utilize this state contract as it has competitively undergone a bid process by the State of Georgia. This purchase will be funded by the 2007 SPLOST under CIP# PD-30 and has a budget of \$25,000.00. If approved, the purchase would be obtained from Wade Ford as they hold the current state contract for this specific vehicle.

We recommend the purchase award be made to Wade Ford, Inc. in the amount of \$24,618.00. This amount includes all standard features, selected options and delivery to the City of Statesboro.



**CITY OF STATESBORO, GEORGIA**  
**DEPUTY CITY MANAGER EMPLOYMENT AGREEMENT**

**Introduction**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF STATESBORO, GEORGIA**, a Georgia municipal corporation, (hereinafter called “Employer”) and **ROBERT L. CHESHIRE**, (hereinafter called “Deputy City Manager or Employee”).

**Section 1: Term**

This agreement shall remain in full force in effect from August 5, 2015 until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

**Section 2: Duties and Authority**

- A. Employer agrees to employ **Robert L. Cheshire** as **Deputy City Manager** to perform the functions and duties specified in (job description) approved during regular city council held August 4, 2015. Employee is hired, evaluated and directly supervised by the City Manager.
- B. The Deputy City Manager expects to remain a nonpartisan manager at all times and is to be respected for his inactivity in political affairs. The Deputy City Manager is not expected to relinquish his constitutional right to participate as a citizen of the United States of America in political affairs of his choosing, but is expected to remain nonpartisan when politics affects his position with the City.

**Section 3: Compensation**

- A. Base Salary: Employer agrees to pay Employee a beginning annual base salary of \$ 109,500.00 payable in installments at the same time that the other management employees of the Employer are paid.
- B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer’s compensation policies.
- C. Consideration shall be given on an annual basis to increase compensation.

**Section 4: Health, Dental, Disability and Life Insurance Benefits**

The Employer agrees to provide health, dental, disability, life and supplemental insurance benefits for the Deputy City Manager (family coverage) equal to that which is provided to all employees of the City of Statesboro.

### **Section 5: Vacation and Sick Leave**

- A. The Employee shall continue to accrue the same annual vacation leave as accrued as Interim City Manager, 160 hours per year. Employee shall continue to accrue sick leave at the same rate as all employees.
- B. The Employee is entitled to accrue all unused leave, within the limits as defined in the City of Statesboro Employee Handbook, and in the event the Employee's employment is terminated, voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, sick leave as allowed by the Employer's personnel policy, all paid holidays, and other benefits to date.

### **Section 6: Automobile**

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. It shall be mutually agreed upon whether the vehicle is purchased by the city, provided under lease to the city or to the Employee, or provided through a monthly allowance.

### **Monthly Vehicle Allowance**

The Employer agrees to continue paying the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the same vehicle allowance amount as that paid while employee served as City Engineer beginning in July 2009. The Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater Statesboro area. For purposes of this Section, use of the car within the greater Statesboro area is defined as travel to locations within a 50 mile radius of City Hall.

### **Section 7: Retirement**

- A. Employee shall continue to be covered or eligible for coverage under Employer's Defined Benefit Plan that it provides for its employees.
- B. Employee shall continue to be eligible to participate in the Deferred Compensation Program which is made available to employees of the Employer.

### **Section 8: General Business Expenses**

- A. Employer agrees to budget for and to pay for reasonable professional dues and subscriptions of the Employee (Administrative and Engineering related) necessary for continuation and full participation in national, regional, state, and

local associations, and organizations including, but not limited to Georgia City/County Management Association (GCCMA) and American Public Works Association (APWA) in such amounts as Employer may budget in its sole discretion. The participation in these organizations is necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

- B. Employer agrees to budget for and to pay for travel and subsistence expenses, as allowed by the City's personnel policy and Section 6 of this document, of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the GMA Conferences, the Georgia City/County Management Association (GCCMA) Conferences, the American Public Works Association Conferences, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member, in such amounts as Employer may budget in its sole discretion.
- C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer, in such amounts as Employer may budget in its sole discretion.
- D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse to pay said general expenses. The finance director is authorized to disburse such moneys upon receipt of duly executed expense vouchers, receipts, statements or personal affidavits as required by City policy.
- E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, upon mutual agreement and approval by Mayor and Council, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in local civic clubs or organizations.
- F. Office Technology: The Employer shall provide Employee with a computer, software, fax/modem, and cell phone required for the Employee to perform the job and to maintain communication.

## **Section 9: Termination & Appeals**

**For the purpose of this agreement, termination shall occur when:**

- A. As determined by the City Manager as allowed under the City's Personnel Policy.  
Note: In the event the City Manager's position is vacant and the Mayor and City Council vote to terminate the Deputy City Manager, then the Deputy City Manager shall receive severance as defined under Section 10. Any appeals relating to employment shall be considered by the Mayor and City Council.

## **Section 10: Severance (when applicable)**

Severance shall be paid to the Employee only if employment is terminated by the Mayor and City Council during a period where the Deputy City Manager is acting as the City Manager during a period when the City Manager's position is vacant.

- A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to six months salary at the current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee.
- B. The Employee shall also be compensated for all accrued vacation time and all paid holidays.
- C. For a minimum period of one year following termination, the Employer shall pay the cost to continue the following benefits:
  - 1. Health insurance for the employee and all dependents as provided in Section 4.
  - 2. Life insurance as provided in Section 4.
  - 3. Disability as provided in Section 4.
  - 4. Any other available benefits.

Note: If the Employee is terminated because of a conviction of a felony, then the Employer is not obligated to pay severance under this section.

## **Section 11: Resignation**

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of 30 days notice unless the parties agree otherwise.

## **Section 12: Performance Evaluation**

Employer (City Manager) shall annually review the performance of the Employee in August subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet

and discuss the evaluation, and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

### **Section 13: Hours of Work**

Typically, the hours of work are 8:15 until 5:00 p.m. (M-F), however, it is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

### **Section 14: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

### **Section 15: Residency, Moving and Relocation Expenses**

Being that the Employee has an established residency outside the corporate limits of the City of Statesboro, it is agreed upon between the Employee and the Employer that the Employee may maintain residency outside the corporate limits. Furthermore, if the Employee chooses to move while still employed with the City of Statesboro, residency within the city limits will not be required as a condition of remaining Deputy City Manager.

### **Section 16: Indemnification**

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Deputy City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs.

**Section 17: Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

**Section 18: Other Terms and Conditions of Employment**

- A. The Employer shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Statesboro Charter or any other law.
- B. Employer is aware that at the time this contract was executed, employee’s wife was also employed by the City of Statesboro as an Administrative Assistant in the Fire Department, thus she would be a subordinate of the Employee. Employer understands this situation and agrees no change in positions will be required. However, should employee’s wife leave employment with the City, then City’s Personnel Policy will govern.

**Section 19: Notices**

Notice pursuant to this Agreement shall be given by hand delivery or certified mail, return receipt requested and addressed as follows:

- 1. EMPLOYER:           City of Statesboro  
                              c/o Mayor, Jan J. Moore  
                              P.O. Box 348  
                              Statesboro, GA 30459
- 2. EMPLOYEE:          Robert L. Cheshire  
                              P.O. Box 147  
                              Register, GA 30452

Alternatively, notice required pursuant to this Agreement may be personally served. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

**Section 20: General Provisions**

- A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

- B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representative and successors in interest.
- C. **Effective Date:** This Agreement shall become retro-active and effective on August 5, 2015.
- D. **Severability:** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

**IN WITNESS WHEREOF,** City of Statesboro, Georgia has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement.

EMPLOYER:

EMPLOYEE:

\_\_\_\_\_  
Jan J. Moore, Mayor

\_\_\_\_\_  
Robert L. Cheshire

**ATTEST:**

\_\_\_\_\_  
Sue Starling, City Clerk

Seal

Mayor Moore, Members of the Council:

I am Martha Wells, Regent, of Archibald Bulloch Chapter, National Society Daughters of the American Revolution. Members of my chapter and I are here to present a request to the council, regarding a park bench for Rockwell Park, in Edgewood.

The National Society of DAR is the largest women's service organization in the world. We are a non-profit, non-political, organization, whose only requirement for membership is proof of an ancestor who either fought or supported the American Revolution. October 11<sup>th</sup>, is the 125<sup>th</sup> Anniversary of our great organization.

Our national president has asked each chapter do at least two major community service projects during this year of commemoration. After learning that Mr. Robert Seamans, Superintendent of Streets and Parks, and his office would be up-dating Rockwell Park, to include new park furniture, we thought our Chapter could contribute a single bench to this lovely park as one of our community service projects.

Our desire is to dedicate this bench in a special presentation in honor of our anniversary, hopefully mid-October. It is also our desire that a plaque be installed on the bench, noting the purpose of its installment.

We sincerely request that Archibald Bulloch Chapter NSDAR be given permission to contribute this serviceable and attractive bench in Rockwell Park and that it be done in October 2015.

Thank you.





Rockwell Park between North and South Edgewood Drives, behind Pittman Park Methodist Church (Notice the ducks on the far bank of the pond). The bench would be like this one plus a plaque.



Ordinance 2015~~---~~06

**An Ordinance Amending Chapter Eighteen of the Statesboro Code of Ordinances  
(Temporary Vendors and Transient Merchants)**

**WHEREAS**, the Mayor and City Council have determined there is sufficient reason and need to amend Chapter 18 of the Code of Ordinance, City of Statesboro, Georgia to promote the general welfare of the citizens of Statesboro;

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled as follows:

Section 1:

Chapter 18 of the Code of Ordinances, City of Statesboro, Georgia is hereby amended by adding the following pertaining to temporary vendors and transient merchants, including garage, yard, and stall sales, temporary businesses, and seasonal sales:

**ARTICLE X. Temporary Vendors and Transient Merchants**

**Sec. 18-285. - Definitions.**

As used herein, the following words or phrases shall have the following meaning:

*Garage sale/yard sale* means the display and offer for sale of any goods, wares or merchandise, on the premises of any residential lot within the city limits of the city, which goods, wares or merchandise are household furnishings or personal possessions of persons residing in the household upon which they are displayed and offered for sale, under circumstances where many such items are displayed upon the premises at the same time, and persons are invited to come upon the premises to view such items for the purpose of sale.

*Nonprofit organization* means a registered 501(c)(3) non-taxable organization or agency.

*Personal property* means property which is owned, utilized, and maintained by an individual or members of his or her own residence and acquired in the normal course of living or in maintaining a residence. It does not include merchandise which was purchased for resale or obtained on consignment.

*Seasonal Sales* shall mean ~~.....~~ [a sale characteristic of a time that recurs or repeats over a year period and are generally associated with an event unique to that time of year. Seasonal Sales may include the Summer Produce Season, Fall Harvest, and Christmas.](#)

*Temporary business* means the sale of goods or services by a person or business being operated out of a vehicle, trailer or tent/other similar temporary structure or in the open air for a specified period of time. A household selling its personal property at the residential location of that household is *not* a temporary business.

*Tent* means a portable shelter consisting of canvas or other material stretched over poles or other like devices attached to stakes or anything suggestive of a portable shelter.

*Transient vendor* means any person, firm or corporation whether as owner, agent or employee that sells, offers or exhibits for sale any goods, wares or services from private premises, but remains at one place for a temporary period only.

**Sec. 18-286. - Temporary business; temporary vendor license and occupation tax certificate required.**

Any person desiring to operate a temporary business within the City shall be required to obtain a Temporary Vendor Permit and shall be subject to all provisions set forth herein. It shall be unlawful for any person, agent, servant or employee of any person to engage in, carry on or conduct a temporary business without having first obtained a permit as provided herein.

**Sec. 18-287. - Garage, yard, or stall sales; temporary vendor license and occupation tax certificate required.**

Any person desiring to sell personal property of every kind and character, not at their own residence, shall obtain a Temporary Vendor Permit and shall be subject to all provisions set forth herein.

- (a.) It shall be unlawful for any person, agent, servant or employee of any person to engage in, carry on or conduct a garage, yard, or stall sale, not at their own residence, without having first obtained a permit as provided herein. All merchandise or items associated with any sale shall be removed immediately at the end of the sale.
- (b.) It shall be unlawful for any person to hold a garage sale except upon premises to which he has the right to possession and of which he is a member of the household. It shall be unlawful to hold a garage sale of longer duration than three consecutive days.
- (c.) Garage/yard sales, where permitted, shall not exceed seventy-two (72) hours for each yard sale. A garage/yard sale on a particular property shall not occur more frequently than four (4) times annually. All merchandise must be the property of those holding the sale and not be purchased for the purpose of resale.

**Sec. 18-288. - Application for temporary vendor permit required.**

Any person required to procure a temporary vendor permit under the provisions of this Article shall submit an application for such permit to the City of Statesboro upon a form to be supplied by the City. The application shall include, but shall not be limited to the following information:

- (a.) Name under which business is to be conducted and the business's state of incorporation;
- (b.) Name of the applicant;
- (c.) Permanent residential address of applicant and length of time at such address;
- (d.) Address where business is to be conducted;
- (e.) Property owner's name, address, telephone number and email address;
- (f.) Written consent of property owner for the use of the property in the nature of that applied for, or his agent and any conditions to lease agreement;
- (g.) Nature of the business;
- (h.) Type of merchandise;

- (i.) Description and number of vehicles and/or tents to be used;
- (j.) Dates and times within which the temporary business or garage, yard or stall sale will be operated;
- (k.) Name and contact information of the person and/or persons who will be in direct charge of conducting the temporary business or garage, yard or stall sale.
- (l.) Site plan clearly demonstrating the property; the layout of any temporary structures; or parking; toilet facilities; ingress/egress; drive lanes; and any other proposed use of area including the division of property into "stalls" or other defined areas.

**Sec. 18-289. - Fees.**

Regulatory fees, administrative fees, and/or application fees for Temporary Vendor Permits shall be levied in accordance with the most recently adopted Schedule of Fees or as otherwise adopted by the City of Statesboro Mayor and City Council.

**Sec. 18-290. - Exemptions.**

The following shall be exempt from the provisions of this Article:

- (a.) Participants in any City or other governmental agency sanctioned event.
- (b.) Any nonprofit organization sanctioned event provided that:
  - (1.) No sale shall last more than two consecutive days.
  - (2.) All merchandise or items associated with any sale shall be removed immediately at the end of the sale.
  - (3.) No more than two events per property, per year, may be held.
- (c.) Any person desiring to sell personal property of their own and at their own residence provided that:
  - (1.) No sale shall last more than two consecutive days.
  - (2.) No more than two sales of own personal property at each own residence within a 30-day period; and no more than four times per year total.
  - (3.) All merchandise or items associated with any sale shall be removed immediately at the end of the sale.

**Sec. 18-291. - Transfer of Temporary Vendor Permit.**

A Temporary Vendor Permit issued hereunder shall not be transferable.

**Sec. 18-292. - Location.**

- (a.) Any Temporary Business which sells its goods or services from more than one location within the City shall submit a separate application for each location and pay a separate fee for each location.

- (b.) Any Business regulated hereunder which moves to another location after the expiration of the temporary period shall obtain a new Temporary Vendor Permit from the City and pay the required fees for such permit.
- (c.) Temporary Vendors may only locate in zones allowing commercial or industrial uses; Temporary Vendors and Transient Merchants shall not locate within the right-of-way.

**Sec. 18-293. - Regulations.**

- (a.) The premises where such Temporary Business is located shall be kept in a clean and sanitary condition.
- (b.) The Temporary vendor shall have sufficient parking on the premises to provide parking for the customers and must not allow parking on the streets or adjoining property. Parking plans and ingress/egress plans must be approved by the City Engineer for safety.
- (c.) The vendor may not sell any goods or services by means of any outcry, sound, speaker or amplifier of any kind.
- (d.) The Temporary Vendor Permit shall be posted in conspicuous location at the Temporary Business site. License shall be shown to any peace officer or agent of the City of Statesboro or State of Georgia requesting it.
- (e.) Any structures or mobile units utilized by the Vendor shall comply with all fire and life safety code provisions and any additional requirements established by the authority having jurisdiction.
- (f.) The vendor shall not be located within any public right of way.
- (g.) Any Temporary Vendor or Transient Merchant required to obtain health permits, bonds, certificates of qualification, certificates of competency, state licensing, zoning approval, fire approval, certificates of occupancy, or other regulatory matter, shall first, before the issuance of a Temporary Vendor Permit or Occupation Tax Certificate, show evidence of such qualification.
- (h.) Any temporary business operating with duration of more than two consecutive days shall provide proper sanitary facilities consisting of one lavatory with running water for each ten thousand square feet of utilized site area. There shall be one or more hose connections to an adequate supply of water for each ten thousand square feet of utilized area and located so that all parts may be serviced by a hose. The Building Official shall approve such facilities.

**Sec . 18-294. Seasonal Sales.**

A person selling only seasonal merchandise associated with the following recognized seasons may qualify for a Seasonal Sales Permit, rather than a Temporary Vendor Permit: Summer Produce Season; Fall Harvest; and Christmas.

- a. For the purposes of this exception to this subsection seasonal merchandise does not include food, produce flowers balloons, and general retail items detailed with holiday accents, decorations, or other accessories.
- b. Seasonal Sales must abide by the same regulations of Temporary Vendors.
- c. Seasonal Sales may be permitted for a period of no more than 45 days immediately surrounding the season for which the permit is applied for.
- d. No Seasonal Sale vendor shall be issued more than two (2) Seasonal Sale Permits per calendar year.
- e. No property site shall be issued more than two (2) Seasonal Sale Permits per calendar year.

**Sec. 18-294. - Signs.**

Any signs erected in conjunction with the operation of a Temporary Business must be permitted in accordance with Statesboro Zoning Ordinance.

**Sec. 18-\_\_\_\_. – Toilet Facilities.**

Any temporary business with a duration of more than two consecutive days shall provide proper sanitary facilities consisting of one lavatory with running water for each ten thousand square feet of utilized site area. There shall be one or more hose connections to an adequate supply of water for each ten thousand square feet of utilized area and located so that all parts may be serviced by a hose.

**Sec. 19-296. - Penalties for operation without a Temporary Vendor Permit.**

Any Temporary Business or Temporary Vendor which operates within the City without first registering with the City and obtaining a Temporary Vendor Permit as provided herein shall be charged with violation of this ordinance. Each day any violation of this article shall continue shall constitute a separate offense.

**Sec. 18-297. - Revocation of a Temporary Vendor Permit.**

Any Temporary Vendor Permit issued to conduct a Temporary Business may be revoked by the City Clerk due to the failure of the vendor, his agent or employees to comply with the provisions herein; fraud, misrepresentation or false statement contained in the application for license; or for any violation of any other ordinance of the City or of any state or federal law.

**Sec. 18-298. - Duration**

Any Temporary Vendor Permit issued to a Temporary Business shall be valid for the dates stated upon the Temporary Vendor Permit or 30 consecutive days, whichever is shorter.

**Sec. 18-299. - Limits of issuance.**

- (a.) No Temporary Vendor or Transient Merchant shall be issued more than three (3) Temporary Vendor Permits per calendar year.
- ~~(b.)~~ No property site shall be issued more than three Temporary Vendor Permits per calendar year.

**Sec. 18- : Nonconforming vendors and uses**

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(a.) Any Temporary Business or Temporary Vendor in use at the time of passage of this ordinance and having been in operation within the City of Statesboro at a consistent location for the last twelve (12) months and which does not conform with the regulations of this ordinance at the date of adoption shall be considered a nonconforming Temporary Vendor or Temporary Business. A nonconforming Temporary Business or Temporary Vendor may continue in the same form and fashion, in its present location, but shall be subject to all the other pertinent regulations covering nonconforming Temporary Vendors and Temporary Businesses.

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(b.) Any structure, alternation, extension, or addition to the Temporary Vendor or Temporary Business shall conform with the regulations of this ordinance and the municipal code of the City of Statesboro.

(c.) A nonconforming Temporary Vendor or nonconforming Temporary Business, when discontinued, may be resumed at any time within one year from such discontinuance, but not thereafter. The resumption may be of the same class of use but shall not be resumed as a nonconforming use of a lower class.

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**Sec. 18-300 – 305. - Reserved.**

Section 2. All other sections of the Code of Ordinances, City of Statesboro, Georgia not expressly amended here remain in full force and effect.

Section 3. Should any section, subsection, or provision of this ordinance be rendered invalid by a court of competent jurisdiction, then all other sections, subsections, and provisions of this ordinance shall remain in full force and effect.

Section 4. Except as modified herein, City of Statesboro Code of Ordinances, is hereby reaffirmed and restated. The codifier is hereby granted editorial license to include this amendment in future supplements of said Code by appropriate section, division, article or chapter.

Section 5. This ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

First Reading:- ~~September 1~~ June 2, 2015

Second Reading: June 16, 2015

The Mayor and City Council of the City of Statesboro, Georgia

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By: Jan J. Moore, Mayor

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Attest: Sue Starling, City Clerk

DRAFT 2



RESOLUTION 2015-36: A RESOLUTION SETTING THE MILLAGE RATE FOR AD VALOREM (PROPERTY) TAXES FOR THE 2015 CALENDAR YEAR FOR THE CITY OF STATESBORO, GEORGIA AT 6.358.

THAT WHEREAS, cities in Georgia rely upon the ad valorem (property) tax as one of the major sources of revenue to finance general government operations and capital outlay acquisitions; and

WHEREAS, Chapter 5 of Title 48 of the Official Code of Georgia authorizes cities to levy an ad valorem tax, and details the requirements necessary to do so; and

WHEREAS, the City of Statesboro has complied with those requirements, including the advertisement of the proposed millage rate and a five-year history of levies; percentage increases; and whether a rollback of the millage rate was required; and

WHEREAS, after careful consideration of the FY 2016 Operating Budget and Capital Budget, the growth in the tax digest from new construction, and the recommendation from the City Clerk that the millage rate be set at the same rate as the prior tax year;

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia assembled this 1<sup>st</sup> day of September, 2015, as follows:

\Section 1. That the millage rate for ad valorem (property) tax purposes for calendar year 2015 is hereby set at 6.358 mills on all of the taxable real and personal property within the corporate limits of the City of Statesboro, Georgia, after applying all legal exemptions, credits, tax relief grants, and similarly authorized deductions.

Section 2. The City Clerk is hereby authorized, empowered, and directed to have the necessary tax bills prepared and mailed, and to use any and all statutorily-approved methods to collect said property taxes in a timely manner.

Passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF STATESBORO, GEORGIA

By: \_\_\_\_\_  
Jan J. Moore, Mayor

Attest: \_\_\_\_\_  
Sue Starling, City Clerk