



September 16, 2014 5:15 PM

1. Call to Order by Mayor Jan Moore
2. Invocation and Pledge of Allegiance by Councilman Gary Lewis
3. Recognitions/Public Presentations
 - A) Presentation of the "Adopt a Spot" (adopt-a-location) program and recognition of Steve Burrell with Downtown Rotary Club of Statesboro for their partnership in the program.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 09-03-2014 Council Minutes
 - b) 09-09-2014 Public Hearing Minutes (12:00 pm)
 - c) 09-09-2014 Public Hearing Minutes (6:00 pm)
 - B) Consideration of a motion to approve the PD to surplus a 2004 Ford Crown Victoria (VIN # 2FAFP71W44X124674) with 129,290 miles and non-feasible repairs to the FD for vehicle extrication training. Upon completion of training the vehicle will be sold for scrap.
 - C) Consideration of a Motion to approve **Resolution 2014-31**: A Resolution setting the millage rate for ad valorem (property) taxes for the 2014 calendar year for the city of Statesboro, Georgia at 6.358.
 - D) Consideration of a Motion to approve the due date of December 20, 2014 for the City of Statesboro Property Tax Bills
6. Public Hearing and Consideration of a Motion to approve **APPLICATION # RZ 14-06-02**: L & S Acquisitions, LLC and CFN Partners, LLC requests a zoning map amendment pursuant to the Statesboro Zoning Ordinance from R8 (Single-Family Residential) and R10 (Single-Family Residential) Districts to PUD(Planned Unit Development) to allow for attached and detached single family residential units for 60 acres of property located on S & S Railroad Bed Road (Tax Parcel Number 107 000009 000).

7. Public Hearing and Consideration of a Motion to approve **APPLICATION # RZ 14-08-02**: H. Jackson Wallace requests a zoning map amendment pursuant to the *Statesboro Zoning Ordinance* from R3 (Medium Density Multiple-Family Residential) and R10 (Single-Family Residential) Districts to PUD(Planned Unit Development) District to allow for attached single family structures for 38.79 acres of property located on S & S Railroad Bed Road (Tax Parcel Number 107 000005 000).
8. Public Hearing and Consideration of a Motion to approve **APPLICATION # V 14-07-04** The Hamptons-Statesboro/H. Jackson Wallace requests a variance from Section 701 of the *Statesboro Zoning Ordinance* from the required 35' height to 45' building height for a development at 351 Rucker Lane (Tax Parcel #MS52000004000).
9. Public Hearing and Consideration of a Motion to approve **APPLICATION # RZ 14-08-01**: The Islands Phase III, LLC requests a zoning map amendment pursuant to the *Statesboro Zoning Ordinance* from R4 (High Density Residential) District to CR (Commercial Retail) District for a 4.89 acre portion of the property located adjacent to Lanier Drive immediately South of Nassau Drive. (Tax Parcel #MS63000002003).
10. Consideration of a Motion and First Reading of **Ordinance 2014-02**: An Ordinance Amending Chapter 2 of the Statesboro Municipal Code Regarding Authorities, Boards and Commissions- Statesboro Planning Commission.
11. Consideration of a Motion to approve **Resolution 2014-30**: A Resolution appointing R. Jeremy Ragan to the Statesboro Planning Commission
12. Consideration of a Motion to award the purchase of a Tymco street sweeper utilizing the H-GAC buyer's contract in the amount of \$203,620.00.
13. Consideration of a motion to award a contract to retrofit an existing refuse truck with a new hoist system to Consolidated Disposal in the amount of \$48,387.00 via price extension from the previous bid award approved by city council on May 20, 2014.
14. Consideration of a Motion to approve the Contract for Grant of Easement from Paul A. Whitlock Jr.
15. Consideration of a Motion to approve a license agreement with Central of Georgia Railroad Company to maintain, operate and remove certain infrastructure within the limits of A.J. Riggs Road.
16. Other Business from City Council
17. City Managers Comments
18. Public Comments (General)
19. Consideration of a Motion to Adjourn

City of Statesboro

Adopt-A-Spot Program

Dear Adopt-A-Spot Applicant,

Thank you for your interest in the Adopt-A-Spot Program. Should you elect to serve in this community improvement program, you will become a valuable partner with the City of Statesboro to help make a difference in the quality of life within our community.

Enclosed you will find two forms, (a.) the **Adopt-A-Spot Request for Participation Form** and (b.) the **Adopt-A-Spot Letter of Agreement**. The first step in the adopting process is to complete the Adopt-A-Spot Request for Participation Form and return it to the City of Statesboro Public Works. Once received, staff will forward your request to the Department or Division that is currently responsible for maintaining the site of interest. A representative from the responsible Department or Division will then contact you to discuss the site selection and determine the scope of services. A meeting will be arranged to assist you in completing the Adopt-A-Spot Letter of Agreement and to determine the appropriate Adopt-A-Spot sign and suitable location, if applicable. After all forms are complete and returned, your application will be forwarded to the city manager for official approval.

If you have additional questions about the Adopt-A-Spot Program, please call Statesboro Public Works at (912) 764-0681. Again, thank you for your interest in the Adopt-A-Spot Program.

Sincerely,

Jason Boyles
Statesboro Public Works

Adopt-A-Spot Request for Participation

Adopting Organization Name: _____

Type of Organization: (check one) Business ___ Non-Profit ___ Civic ___ Individual ___ Other ___

Primary Contact: _____ Home Phone: _____
(print name)

Mobile Phone: _____ E-mail address: _____

Mailing Address: _____

City State Zip
Secondary Contact: _____ Home Phone: _____
(print name)

Office Phone: _____ E-mail address: _____

Mailing Address: _____

City State Zip

Type of Area Interested in Adopting:

Highway/Street ___ Neighborhood Green Space ___ City of Statesboro Facility Grounds ___

Trail/Greenway ___ Stream ___ Park Areas ___ Other ___

Based on above categories, do you have a specific location/area you are interested in adopting?

Who will perform the work? (i.e. volunteers, organization, contract services)

Return the completed Adopt-A-Spot Request for Participation Form to Statesboro Public Works

Note:

Submittal of this form does not obligate a group/individual to a particular project, but gives citizens the opportunity to initiate or inquire about participation in the Adopt-A-Spot program. The completed form will be forwarded to the appropriate Department for site approval/recommendation. A City representative will then contact the applicant.

Adopt-A-Spot Request for Participation

Name of Adopting Organization: _____

Date of Adoption: _____ **Responsible Department/Division:** _____

Location: _____

Purpose: The purpose of this agreement is to define the roles and responsibilities of each party involved in the Adopt-A-Spot program regarding the volunteer care of land owned by the City of Statesboro. Parties to the agreement are the City of Statesboro (known as City) and _____ (known as the Adopting Organization).

Description of Services: The Adopting Organization agrees to adopt and care for the property owned by City located at _____. The Adopting Organization will provide for installments and/or maintenance services as described in the Scope of Services. Uses other than those stated require the written approval of City.

Terms: The term of this agreement will be for a period of _____ year(s) (minimum one year) beginning _____. The agreement must be renewed based on written notification at least 30 days prior to the expiration date. The Adopting Organization may terminate this agreement provided a written notice is given to City at least 90 calendar days in advance. City may terminate this agreement at any time with written notice to the Adopting Organization.

Installation: The Adopting Organization will complete installations as described in the Scope of Services with the approval of the responsible Department/Division. All installations made by the Adopting Organization must be made in accordance with City standards, codes, and ordinances and will become the property of City.

Maintenance: Maintenance shall be performed by the Adopting Organization on schedule as described in the Scope of Services. The responsible Department will monitor maintenance for compliance with the Adopt-A-Spot Letter of Agreement. The Adopting Organization agrees to:

- (a.) Provide for the maintenance services agreed to in the Scope of Services.
- (b.) Notify responsible Department/Division of any property damages, theft, or illegal activity on adopted property.
- (c.) Maintain a clean and safe environment on the adopted property.

Miscellaneous: The Adopting Organization is an independent agent and not an agent of City. All employees or sub-contractors hired by the Adopting Organization are employees and sub-contractors of the Adopting Organization and not employees or sub-contractors of City.

Contact:

Adopt-A-Spot Coordinator: Statesboro Public Works Director (912) 764-0681

Responsible City of Statesboro Department/Division:

Primary Contact for Adopting Organization:

Waiver of Liability: For and in consideration of City of Statesboro acceptance of this Adopt-A-Spot Letter of Agreement for the site located at _____, the
(Location)

_____ hereby agrees to indemnify and
(Adopting Organization)

hold harmless City of Statesboro, its agents and employees, from all liability, loss and damage which may be sustained by reason of injury to any person, damage to any property including theft, through any and all acts or omissions of the Adopting Organization, his agents, employees or sub-contractors during and as a part of the Adopt-A-Spot program as set forth in this Adopt-A-Spot Letter of Agreement dated _____. This indemnification shall not be applicable to any loss or damage resulting from the sole negligence of City of Statesboro, its agents and employees.

I have read this agreement and all attachments and understand and agree with all the specified Terms of the Adopt-A-Spot program.

Adopting Organization Primary Contact: _____
(Print Name)

Signature: _____ Date: _____

Responsible Department/Division: _____
(Print Name)

Signature: _____ Date: _____

Statesboro Public Works Director: _____
(Print Name)

Signature: _____ Date: _____

Adopt-A-Spot plan approval for adoptions involving landscape improvements or maintenance:

Signature: _____ Date: _____

City Manager Approval: _____
(Print Name)

Signature: _____ Date: _____

Adopt-A-Spot Scope of Services

Name of Project: _____

Location: _____

This will be: (a) Installation _____ (b) Maintenance _____ (c) Both _____

(a) Installation Description (Attach plans, schedule, etc., if applicable): Attachments (Y/N) _____

(b) Maintenance Description (Services provided and frequency of maintenance):

Adopt-A-Spot Project Start Date: _____

Length of Commitment (minimum of one year): _____

Adopt-A-Spot Sign Requested: (Y/N) _____ **Location of Sign:** _____

Utility Locate: If Adopt-A-Spot sign is requested or if holes are dug for plantings, adopting organization is responsible for contacting Utility Protection Center, 1 800 282-7411, to locate underground utilities prior to work.

Utility Protection Center Contacted (Y/N/NA) : _____ **Date Contacted:** _____

Adopting Organization Representative Signature: _____

Statesboro Public Works Director Signature: _____



**CITY OF STATESBORO
Council Minutes
September 03, 2014**

A regular meeting of the Statesboro City Council was held on September 03, 2014 at 9:00 a.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 Interim City Manager Robert Cheshire, City Clerk Sue Starling, City Attorney Alvin Leaphart, Assistant City Engineer Jason Boyles and Director of Community Development Mandi Cody.

The meeting was called to Order by Mayor Jan Moore.

The Invocation and Pledge of Allegiance was led by Councilman John Riggs.

Recognitions/Public Presentations

- A) Retirement of City Employees**
 - a) Chip Godbee, Building Official for the Engineering Department- 20 years**
 - b) Eddie Brown, Equipment Operator for the Public Works Department – 20 years**
- B) Caleb Griffin, Recipient of the SHRM Georgia “HR Student of the Year”. He was recognized for being an exceptional undergraduate student preparing for work in the field of Human Resource Management.**
- C) Statesboro Area Society for Human Resource Management Chapter, Recipient of the SHRM Georgia "Chapter of the Year" Best in Georgia Award. It recognizes a chapter that has demonstrated excellence in the execution of a project related to one of the [Core Areas](#). Nominees serve as role models for other chapters, set the standards others follow and have applied their expertise to enhance chapter effectiveness in executing SHRM’s mission to serve and advance the profession.**

Interim City Manager Robert Cheshire commended Mr. Godbee for his years of service and accomplishments with the City. Mayor Moore presented him with a retirement plaque.

Interim City Manager Robert Cheshire and Robert Seamans commended Mr. Brown for his years of service with the City. Mayor Moore presented him with a retirement plaque.

Human Resource Jeff Grant recognized Caleb Griffin as “HR Student of the Year” and Mayor Moore presented him with a trophy.

Human Resource Director Jeff Grant updated Council on the Human Resource Management “Chapter of the Year award” that was received by his department. Mayor Moore presented a trophy to the entire department.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 08-19-2014 Council Minutes

b) 08-19-2014 Public Hearing Minutes

B) Consideration of a motion for the surplus and disposal of the old City Hall chiller unit and dehumidifier unit which have recently been replaced and removed from service.

Councilman Riggs made a motion, seconded by Mayor Pro Tem Will Britt to approve the consent agenda in its entirety. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve Resolution 2014-28: A Resolution appointing Jeff Grant to the Board of Directors of the Statesboro Convention and Visitors Bureau.

Councilman Boyum made a motion, seconded by Councilman Chance to approve Resolution 2014-28: A Resolution appointing Jeff Grant to the Board of Directors of the Statesboro Convention and Visitors Bureau. Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve a “Sole Source” purchase to HD Supply in the amount of \$80,500.00 for Sensus water meters and transmitters (standardized City equipment).

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to approve a “Sole Source” purchase to HD Supply in the amount of \$80,500.00 for Sensus water meters and transmitters (standardized City equipment). Councilman Britt, Boyum, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Other Business from City Council

Mayor Moore expressed her sympathy for the death of GSU student Michael Gatto. She stated she had received many, many calls from concerned citizens asking why the City does not shut down the establishment. She stated the City Ordinance does not allow Council to shut down the establishment of Rude Rudy’s immediately. City Attorney Alvin Leaphart also explained how this case was different from the cases for Platinum Lounge and Prime Time Lounge.

City Manager’s Comments

Interim City Manager Robert Cheshire updated Council on the purchase of the 5 ballast to replace the old ones at the Wastewater Plant. He also commended Caleb Griffin and the Human Resource Department for their awards.

Director of Human Resource Jeff Grant updated Council on the Fit by ’15 program along with the “Paint the Town Blue” events.

City Clerk Sue Starling reminded Council of the public hearing dates for the proposed property tax millage rate increase.

Finance Director Cindy West updated Council on the upcoming work sessions that will begin the budget process for 2015-2016.

Public Comments (General): None

Consideration of a Motion to Adjourn

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

The meeting was adjourned at 9:45 am.



PUBLIC HEARING MINUTES

September 09, 2014

A Public Hearing was held on September 9th, 2014 at 12:00 p.m. in the Council Chambers at City Hall to solicit input from the public on the proposed 2014 millage rate of 6.358 for property taxes. Present was Interim City Manager Robert Cheshire, Councilmember John Riggs as well as other staff members along with the media. There were no citizens present at the meeting.

Interim City Manager Robert Cheshire called the Public Hearing to order. He stated that Council was calling for a proposed rate increase of 6.358.

Hearing no comments, Interim City Manager Robert Cheshire adjourned the meeting.

The meeting was adjourned at 12:03 p.m.



PUBLIC HEARING MINUTES

September 09, 2014

A Public Hearing was held on September 9th, 2014 at 6:09 p.m. in the Council Chambers at City Hall to solicit input from the public on the proposed 2014 millage rate of 6.358 for property taxes. Present was Mayor Jan Moore, Interim City Manager Robert Cheshire as well as staff members. There was no media present at the meeting.

Mayor Jan Moore called the Public Hearing to order. She stated that Council was calling for a proposed rate increase of 6.358. She also stated the increase would not affect the majority of property holders.

Derrick Solomon attended the meeting but had no comments regarding the millage rate but did state he was with the concerned clergy's of Bulloch County and wanted to extend their services to make the community a better place for all citizens.

Interim City Manager Robert Cheshire adjourned the meeting.

The meeting was adjourned at 6:20 p.m.




Statesboro Police Department

25 West Grady Street
Statesboro, Georgia 30458
Phone: (912)764-9911 / Fax: (912) 489-5050



Scott P. Brunson
Police Major

Wendell Turner
Public Safety Director

To: Director Wendell B. Turner 
From: Lt. Kaleb Moore
Date: September 4, 2014
Ref: Transfer of Vehicle for Destruction

Dear Sir,

About two years ago Unit 8, a 2004 Ford Crown Victoria, VIN# 2FAFP71W44X124674 with a title number of 775159033454032 was taken out of patrol service and has been used at the training center for training purposes. The vehicle has a current mileage of 129290. The reason the vehicle was turned over to training was due to a major exhaust leak issue that would have cost more to fix than the vehicle is currently valued. The vehicle now most certainly has reached the end of its life cycle. Bobby Duggar the Training Officer with the Statesboro Fire Department has requested that vehicle for some training scenarios that would benefit the fire department. The Fire Department wants to use the vehicle for extrication training and vehicle fire training. Upon completion of that training the vehicle will be destroyed by the training and the fire department will dispose of what remains of the vehicle. I am requesting that this vehicle be turned over to the Fire Department for destruction

Respectfully,



Lt. Kaleb Moore

RESOLUTION 2014-31: A RESOLUTION SETTING THE MILLAGE RATE FOR AD VALOREM (PROPERTY) TAXES FOR THE 2014 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 2015 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 16th day of September, 2014, as follows:

\Section 1. That the millage rate for ad valorem (property) tax purposes for calendar year 2014 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 _____, 2014.

CITY OF STATESBORO, GEORGIA

By: _____
Jan J. Moore, Mayor

Attest: _____
Sue Starling, City Clerk



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

P.O. Box 348
Statesboro, Georgia 30458

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

RZ 14-06-02
ZONING MAP AMENDMENT
Railroad Bed Road

LOCATION: Railroad Bed Road

REQUEST: Rezone from R10 and R8 (Single-Family Residential) to PUD (Planned Unit Development)

APPLICANT: L & S Acquisitions, LLC & CFN Partners, LLC

OWNER(S): Walter Ray Beasley

LAND AREA: 60.92 acres

PARCEL TAX MAP #s: 107 000009 000

COUNCIL DISTRICT: District 5 (Chance)



PROPOSAL:

The applicant is requesting rezoning of approximately 60.92 acres of property located at Railroad Bed Road from R10 (Single-Family Residential) and R8 (Single-Family Residential) Districts to PUD (Planned Unit Development) District. Although the applicant states its request is intended to increase density, analysis of the request reveals a need to address permissible structure types through the rezone action. (See **Exhibit A** – Location Map)

BACKGROUND:

The subject parcel was annexed into the City of Statesboro in July 2012 by the 100% method and was simultaneously rezoned from R40 (Single-Family Residential/ Bulloch County) to R8 and R10 (Single-Family Residential) with the following conditions:

- Forty-nine percent (49%) of the property acreage (approximately 29.85 acres) shall be zoned R10 (Single Family Residential) – with 10,000 square feet minimum lot sizes.
- The R10 zone shall be designated along the property's border with the S&S Greenway Trail and the boundary with the adjacent Bradford Place residential subdivision.
- Forty-nine percent (49%) of the property acreage (approximately 29.85 acres) shall be zoned R 8- Single Family Residential- with 8,000 square foot minimum lot sizes.

- Two percent (2%) of the property acreage (approximately 1.22 acres) shall be reserved for open green space for community use, but shall be privately maintained by the owner, developer, or appropriate association.
- Transportation infrastructure planning and design for the property shall be designed and approved at subdivision platting stages and shall be based on approved City of Statesboro standards, specifications, and long range planning needs with approval from the City of Statesboro Engineer.
- Subdivision, design, and development of the property shall be in conformance specifically with the requirements of the Statesboro Subdivision Regulations and all other development standards of the City of Statesboro.
- Sidewalk connectors shall be added to Sallie Zetterower Elementary School.

The applicant has requested a zoning map amendment from the above stated zoning to "PUD- Planned Unit Development." The attached Proposed Site Layout submitted for the zoning request anticipates residential use of the property. It is anticipated that approximately half of the property will be developed as attached single family residences. It is expected that the other part of the property will be subdivided out and developed as either attached single family residences or assisted living facilities.

SURROUNDING LAND USES/ZONING:

ZONING:		LAND USE:
NORTH:	R10 Single Family and R3 and R4 Mid and High Density Residential	Undeveloped
SOUTH:	R40 (Single-Family Residential/ Bulloch County)	Undeveloped
EAST:	R25 (Single-Family Residential/ Bulloch County)	Undeveloped
WEST:	R20 (Single-Family Residential/ Bulloch County)	Single Family Residential and Undeveloped

The subject parcel's property lines are surrounded by property that is zoned for single family uses located in both Bulloch County and City of Statesboro. Actual uses range from single family homes to undeveloped with Bradford Place (residential) Subdivision being located to the southwest located in Bulloch County. **(See Exhibit C)**

COMPREHENSIVE PLAN:

The subject site lies within the "Developing" character area as identified by the 2009 City of Statesboro Future Development Map adopted by the *City of Statesboro Comprehensive Plan*. The "Developing" character areas are identified as being primarily residential, but are under pressure to grow in a suburban manner. Development patterns should be evaluated to maximize opportunities for appropriate blending of residential, office, and commercial development.

Small to mid-size retail and commercial, office, single family, and multifamily residential are all appropriate land uses for properties within the Developing character areas. Some suggested development and implementation strategies for the area include the following:

- Large new developments should be master-planned to include mixed-uses wherever appropriate.
- Promote street design that fosters traffic calming such as narrower residential streets, on-street parking, and addition of bicycle and pedestrian facilities.
- There should be strong connectivity and continuity between each subdivision.
- New developments should provide recreational facilities and open space to meet the needs of their residents.
- Promote walking and bicycling as an alternative means of transportation through the provision of safe, accessible and connected networks.

- Promote street design that fosters traffic calming such as narrower residential streets, on-street parking, and addition of bicycle and pedestrian facilities.

Statesboro Comprehensive Plan, Community Agenda pages 16-17.

These implementation strategies are also reflected in the 2009 Quality Community Objectives section of the comprehensive plan .

Furthermore, the issues and opportunities element of the Plan recognizes that “the city has the opportunity to provide a different product than that which is typically offered in the county or in new subdivisions, thus minimizing the perceived competition between the City and County for new single-family development.” Page 62.

The 2014 update to the Statesboro Master Comprehensive Master Plan, which is under consideration now – but not yet adopted- suggest the additional implementation strategies for this character area:

- Traditional neighborhood design principles such as smaller lots, street orientation, mix of housing types, and pedestrian access to neighborhood commercial centers.
- Residential development that offers a mix of housing types (single-family homes; townhomes; live /work units, and apartments) with a mix of densities and prices in the same neighborhood.
- Clustering development to preserve open space
- Site plans, building design and landscaping that are sensitive to natural features of the sites, including topography and views.
- Traditional Neighborhood Design techniques, cluster developments, and the development of a variety of housing types, sizes, costs, and densities are best practices considered in the 2014 Quality Community objectives that may be applicable here and are under consideration in the proposed 2014 Plan Update.

Policies in the Comprehensive Master Plan are intended to help local governments in the decision making process to achieve the Community Vision and address the Community Issues & Opportunities identified in the Comprehensive Plan. Policies in the adopted 2009 plan that are applicable here include the following:

- We will incorporate the connection, maintenance and enhancement of green-space in all new development, especially within the Developing areas.
- We will encourage more compact urban development.
- We will coordinate public facilities and services with land use planning to promote more compact urban development and work collaboratively with Bulloch County to promote long term coordinated growth and service delivery.
- We will ensure that new development does not cause a decline in locally adopted level of service and that capital improvement or other strategies needed to accommodate the impacts of development are made or provided for concurrent with new development.
- The community will encourage patterns of future development expansion in areas contiguous to developed areas with a utility extension policy that is sequential and phased and a related annexation policy to clearly articulate the service provisions.
- Development shall provide for a variety of residential types and densities.
- We will assist and facilitate affordable housing opportunities to insure that all those who work or attend school in the community have a viable choice or option to live in the community.
- We will encourage and accommodate our diverse population by encouraging a harmonious mixture of housing types and uses.
- We will promote efficient use of land by promoting well designed, more pedestrian friendly, development patterns with a mix of uses and an efficient, creative use of land.
- 2014 Proposed Plan Update Policy recommendations include the following:

- We will project and plan for population growth and prepare through annexations, utility expansions, and housing opportunities.
- We will actively monitor and prepare for population growth based on national, state, and local trends.

COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):

The subject property does not currently have complete access to City of Statesboro utilities. Both water and sewer mains have been approved by City Council for City of Statesboro expansion to the property. Other City services such as sanitation and public safety services will be extended upon approval of this request and development of the property.

It is also important to note that this property abuts the S&S Greenway Trail, an important community recreation area owned and operated by Bulloch County.

ENVIRONMENTAL:

The subject property appears to be partially located within wetlands areas and special flood areas. Potential environmental issues regarding these issues, along with storm-water, and soil and erosion control will be addressed during standard permitting processes and reviews.

ANALYSIS:

According to the 2009 City of Statesboro Comprehensive Master Plan, Planned Unit Developments (PUDs) “typically offer greater flexibility in development standards than a conventional zoning district. With this flexibility, there is also an opportunity to include housing diversity, mixed uses, and amenities. A PUD should be viewed as an alternative available for regulation development when existing land use regulations may not adequately address unique circumstances or opportunities for a particular development. The City may grant more leeway in the certain areas of the regulations for a PUD, but in exchange, there are expectations of the development community for additional design features, amenities, etc. [As mentioned previously,] an update of the city’s land use regulations can provide better alternatives for producing quality development without necessitating the use of a PUD.”

Article XIV of the Statesboro Zoning Ordinance governs the use of Planned Unit Developments. Section 1400 states that “The purpose of the PUD district is to permit great flexibility in the use and design of structures and land in situations where modification of specific provisions of this ordinance will not be contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the neighborhood in which they occur.” Section 1401 allows the authorization of uses not permitted in the district where the lot is located, provided that the uses are desirable or convenient for the users of the lot as developed or the immediate neighborhood so as to assure that they will not materially alter the existing character of the neighborhood. An order authorizing such uses in accordance with the site plan and description contained in the application modified as the planning commission and council may require to carry out the purposes of the ordinance and to protect the public health, safety, and welfare. Section 1402 requires a site plan submittal by the applicant and allows alteration of setback requirements, height limits, building size limits, off-street parking regulations, landscaping rules and density and intensity limits (Section 1402).

The property is currently zoned R10 and R8 Single Family Residential. Anticipating a twenty percent (20%) reduction in developable acreage for infrastructure, green space, and other issues, it is anticipated that the current zoning would permit approximately 234 detached single family units with approximately 936 beds. The primary issue for the applicant seems to be intensity of development and type of structures permissible rather than actual density as the proposed site layout request a similar density number currently allowed at 268 units and an anticipated 938 beds. It is important to note that R8 and R10 zoning regulations expressly limit structure development to detached single family residential units. The applicant anticipates that a variety of structure types, including but not limited to assisted living facilities, townhomes, cottages, etc – a mixture of detached and attached single family dwelling units - may be appropriate uses for the subject property.

It should be noted that R4- Statesboro's highest density by right zoning district, at 12 units per dwelling (and a policy assumption of four beds per unit) (and which would permit both detached and attached single family units, but not necessarily assisted living) would permit a much larger unit and bed count than requested in this application – 576 units and an estimated 2304 beds throughout the nearly 61 acres.

Furthermore, Council should consider that this subject property and others in this immediate area were annexed in order to provide additional housing opportunities to a growing Statesboro population. (See Department of Planning and Development Memo, **Exhibit C**) As most of the residentially zoned parts of the city have experienced build out, this application presents an opportunity for new housing opportunities within the city limits. Additionally, a PUD zoning would permit the market to offer a variety of housing options, both attached and detached, that would be attractive to the next generation of home buyers. Strong research from multiple sources indicate that several demographic groups including empty nesters, retiring baby boomers, millennials, and young professionals are all seeking housing opportunities that offer a small footprint, community living, greenspace, and proximity to amenities in a live/work/play environment. PUD zoning is one option to providing this and is the only zoning designation currently available in the Statesboro Zoning Ordinance to provide this mix.

It should also be noted that several intergovernmental issues have and will likely arise during the administration and permitting of this subject site, including coordination with Bulloch County for the sites access to the popular S&S Greenway Trail and ingress and egress to Railroad Bed Road – a county right of way. Other inter-governmental concerns include the following:

- O.C.G.A. Section 36-26-11(c)(1) requires that the City of Statesboro notify Bulloch County and that Bulloch County have the opportunity to object to the rezone application of a property annexed within the last year. The City of Statesboro forwarded this notification on July 3, 2014. No objection has been received as of the time of this report.
- Georgia Department of Community Affairs rules and regulations require that within a county of 50,000 or more in population any development which anticipates greater than 400 residential units be submitted to the Coastal Georgia Regional Commission (and a number of other departments) for a Development of Regional Impact Review prior to the local government taking determining action on the property. This application has been submitted for review and determined to be exempt from this process.
- Bulloch County – Capital Cost Recovery District area requirements. Bulloch County and the City of Statesboro entered into a Capital Cost Recovery District Intergovernmental Agreement in 2007. (See Intergovernmental Agreement, **Exhibit D**) Multiple issues, including the City's elimination of the fee associated with this district raise questions as to the implications and requirements of this Intergovernmental Agreement. However, if the Intergovernmental Agreement is strictly adhered to, then the agreement provides the following requirements:
 - 1) Residential equivalent units will be maximized at 2.4 per acre (the equivalent of R15 zoning - which is less density than currently provided at R8 and R10) unless those densities are planned and located near planned commercial services or nodes.
 - 2) Requires that the City and County participate in at least one joint planning meeting for the property.
 - 3) Development generating at or in excess of 1,000 trips per day shall require a traffic impact analysis.
 - 4) Dedication of determined right of way.
 - 5) Intra development street designs that discourages through traffic.
 - 6) Stormwater Management
 - 7) Joint City of Statesboro and Bulloch County approval of the design and construction of any roadway that interferes with the S&S Greenway Trail. The Developer may be required to include traffic calming measures such as, but not limited to, curvatures, selective speed bumps, and lane narrowings, and may be required to pave portions.

Section 2007 of the Statesboro Zoning Ordinance provides eight (8) standards for the Mayor and City Council to consider “in making its determination” regarding a zoning map amendment and “balancing the

promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property.” Those standards are numbered below 1-8. Staff findings regarding some of the factors are given for Council’s consideration of the application:

- (1) Existing uses and zoning or (of) property nearby;**
 - a. Nearby property is zoned for similar uses and densities requested herein.
 - b. Other nearby properties (located within the County) are zoned and utilized as single family detached units.
 - c. Similar rezone request is being considered for an adjacent property.
- (2) The extent to which property values are diminished by the particular zoning restrictions.**
 - a. Property values generally increase with higher densities and greater flexibility in housing options and styles of structures when allowed as permissible by right.
- (3) The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
- (4) The relative gain to the public, as compared to the hardship imposed upon the property owner.**
 - a. The subject site is located within the area of long anticipated residential growth and development for the City.
 - b. Housing styles and options requested by the public are growing and changing to include a variety of attached and detached unit styles.
 - c. The population of the City of Statesboro has increased dramatically in recent years and is projected to continue to grow.
 - d. The number of undeveloped residential lots –particularly for single family- are limited within the City.
 - e. The Statesboro Zoning Ordinance restricts the available styles of structures in single family zones to detached structures.
 - f. The proposed zoning would result in significantly lower densities than the highest residential zoning district (R4) and increase the available housing options for a growing population.
- (5) The suitability of the subject property for the zoned purposes.**
 - a. There is no indication that the subject property is not suitable for the requested zoning.
- (6) The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
 - a. The subject property is undeveloped and is located within the area most anticipated for residential growth in the City.
 - b. The subject site is surrounded by other properties that are undeveloped but under pressure to develop in similar fashions in the near future.
- (7) The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas;**
 - a. Development of the proposed property as requested would increase population density, community facilities, traffic patterns, and property values in adjacent areas.
 - b. Traffic planning – and the expenses associated with the increase traffic in the area- should be addressed by the applicant, the City, and the County in this area.
 - c. The development of the S&S Greenway Trail, a popular amenity adjacent to this subject site, increased the value and attractiveness of the subject site for residential development.

- d. The subject site was previously identified as a Future Annexation and Development Area in both the Bulloch County and City of Statesboro 2009 Future Land Development Maps.

(8) Consistency with other governmental land use, transportation, and development plans for the community.

- a. This request is consistent with the City of Statesboro Comprehensive Plan and the 2009 Future Land Development Maps for Bulloch County and the City of Statesboro.
- b. This request should be evaluated for consistency with the Capital Cost Recovery District Agreement between the City of Statesboro and Bulloch County.
- c. Transportation planning and funding should be addressed with this project in order to respond to the increased traffic congestion and the limited public right of way (most of which is owned by Bulloch County) adjacent to and nearby the site. The 2035 City of Statesboro and Bulloch County Long Range Transportation Plan should be referenced.

STAFF RECOMMENDATION:

Staff recommends a zoning map amendment to Planned Unit Development with the following development parameters and conditions:

- 1) Unless otherwise stated, the property shall develop in conformance with the requirements of the R4 zoning district for the City of Statesboro.
- 2) Permissible uses shall include those included in R4 of the Statesboro Zoning Ordinance. Additionally, assisted living facilities may also be permitted.
- 3) Two percent (2%) of the property shall be reserved for open green space for community use and shall be maintained by the owner, developer, or appropriate association.
- 4) Density shall be capped at equivalent to R10 density per acreage, but may be clustered.
- 5) Subdivision, design, and development of the property shall be in conformance with the requirements of the Statesboro Subdivision Ordinance and all other development regulations of the City of Statesboro.
- 6) Sidewalk connectors shall be provided to Sallie Zetterower Elementary School.
- 7) The City of Statesboro will extend water and sewer services to the property as previously approved by Council. Necessary extensions within the property shall be the responsibility of the developer and must be approved by the Director of Water and Waste Water for the City of Statesboro.
- 8) Internal sidewalk connectivity must be provided within the property's development. Sidewalk connectivity from each development shall also be provided to the S&S Greenway Trail.
- 9) Access points to Railroad Bed Road must be jointly approved by Bulloch County and the City of Statesboro.
- 10) Requirements of the Capital Cost Recovery Area Intergovernmental Agreement apply as conditions and must be accomplished by the appropriate party.
- 11) Transportation infrastructure planning and design for the property shall be presented and approved at subdivision platting stages and shall be based on approved City of Statesboro standards specifications, and long range planning needs with the approval of the City of Statesboro Engineer Reservation, dedication and/or development of public rights of way and/or easements may be required of the developer.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission voted 4-0 to recommend approval of the zoning map amendment requested by application RZ 14-06-02 with the following **conditions**:

- 1) Unless otherwise stated, the property shall develop in conformance with the requirements of the R4 zoning district for the City of Statesboro.

- 2) Permissible uses shall include those included in R4 of the Statesboro Zoning Ordinance. Additionally, assisted living facilities may also be permitted.
- 3) Two percent (2%) of the property shall be reserved for open green space for community use and shall be maintained by the owner, developer, or appropriate association.
- 4) Density shall be capped at 10% increase to R10 density per acreage, but may be clustered.
- 5) Subdivision, design, and development of the property shall be in conformance with the requirements of the Statesboro Subdivision Ordinance and all other development regulations of the City of Statesboro.
- 6) The City of Statesboro will extend water and sewer services to the property as previously approved by Council. Necessary extensions within the property shall be the responsibility of the developer and must be approved by the Director of Water and Waste Water for the City of Statesboro.
- 7) Internal sidewalk connectivity must be provided within the property's development. Sidewalk connectivity from each development shall also be provided to the S&S Greenway Trail and a continuous sidewalk between rezoned properties and Sallie Zetterower Elementary School.
- 8) Access points to Railroad Bed Road must be jointly approved by Bulloch County and the City of Statesboro.
- 9) Requirements of the Capital Cost Recovery Area Intergovernmental Agreement apply as conditions and must be accomplished by the appropriate party.
- 10) Transportation infrastructure planning and design for the property shall be presented and approved at subdivision platting stages and shall be based on approved City of Statesboro standards specifications, and long range planning needs with the approval of the City of Statesboro Engineer Reservation, dedication and/or development of public rights of way and/or easements may be required of the developer.

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

EXHIBIT A: LOCATION MAP

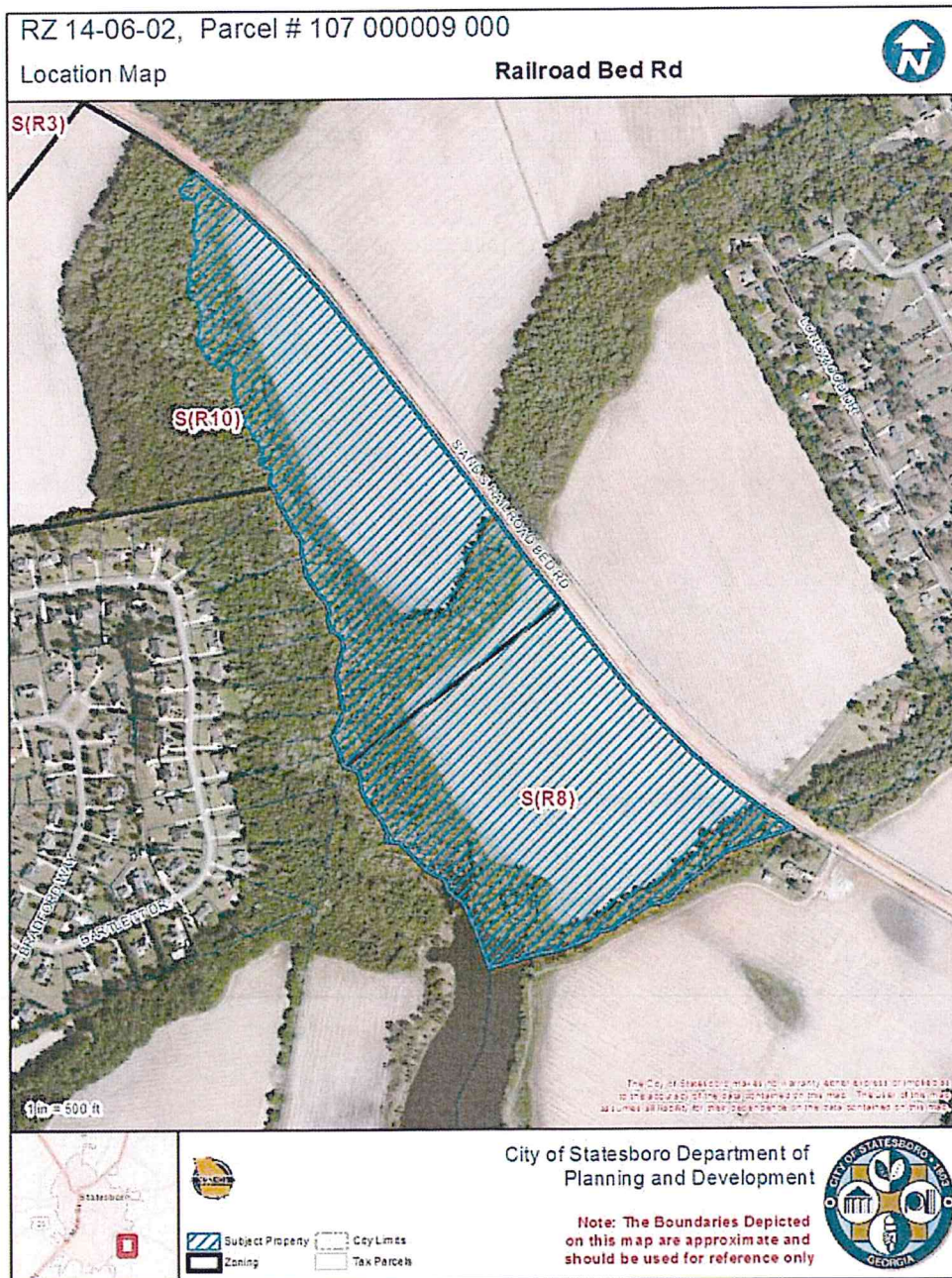


EXHIBIT B: SKETCH PLAN

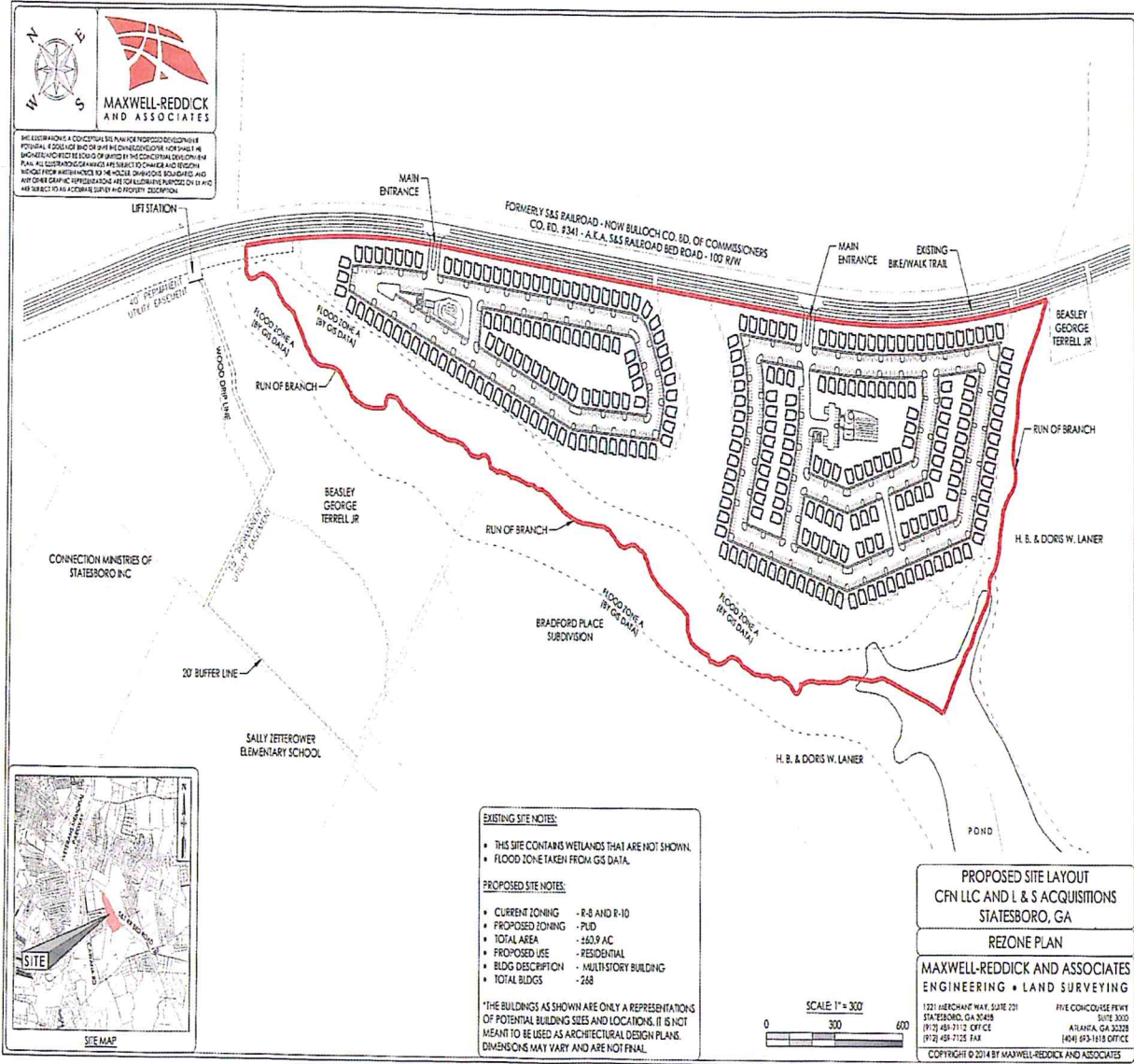



EXHIBIT C: PLANNING AND DEVELOPMENT MEMO



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)

TO: Mayor Joe Brannen
City Councilmen Boyum, Lewis, Britt, Riggs, and Chance
City Manager Frank Parker
Planning Commission Members
Referenced Department Files

FR: Mandi Cody, Director Planning & Development 

RE: Annexation and Zoning Request: Cawana Road area.
AN 13-03-07; AN 13-03-08; AN 13-03-09; & AN 13-03-10; AN 13-03-06; AN13-05-03; RZ 13-03-04; AN 12-05-01; AN 13-04-01; AN130-04-05; AN 13-03-05; AN 13-03-05.

Date: July 5, 2013

The City of Statesboro Department of Planning & Development is in receipt of a number of requests for annexations and zoning in and around the Cawana Road area. Due to the volume of the cases – and the work and timelines associated with each – staff is processing and presenting these requests for review and consideration by the Planning Commission and City Council in rounds which began in June and will continue for the next few months.

As Planning Director, I believe it is important to share several factors that apply to the requests and have served as a basis for the analysis, reviews, and recommendations that are being presented:

- Each property is being considered for annexation pursuant to request of the property owner;
- Each request was approved for acceptance and consideration by the City Council;
- Bulloch County has been appropriately notified of each request pursuant to legal requirements;
- City staff is working through the Development of Regional Impact review with the Department of Community Affairs and the Coastal Regional Commission on a number of the parcels;
- The parcels have been considered independently and as a “whole” for community need, impact, and service demand by City development staff including department heads from planning, engineering, water and wastewater, compressed natural gas, and the City Manager;
- Specific development plans for these properties have not been submitted or considered as part of the analysis of these cases;

EXHIBIT C: PLANNING AND DEVELOPMENT MEMO

- These requests have been processed and analyzed as part of long term PLANNING for the City as opposed to a development project seeking immediate permitting or development permissions;
- The City of Statesboro is experiencing significant increases in population growth;
- Land use opportunities for low and medium density single family residential development are shrinking within the current municipal boundary;
- Housing demands and preferences regarding lot sizes, interior square footages, styles and arrangements will shift from large detached single family homes on large separated lots to smaller homes on smaller lots with a community/ neighborhood design and will include demand for both attached and detached home styles for the next generations of residents seeking homes in Statesboro and across the nation.
- Higher density residential designs, whether in the form of smaller homes, smaller lots, and/or attached styles (row homes, townhomes, apartments, etc.) are more environmentally sound, consume less energy, and cost less to provide infrastructure and public services.

Statesboro experienced a 25% increase in population growth between the 2000 and 2010 Census and is reportedly growing several percentages per quarter. The Census recognizes the City of Statesboro as the 6th fastest growing micropolitan City in the nation; ranks the City as the 6th fastest growing micro area; and has recently designated Statesboro in a micropolitan statistical area for the first time. Figures also indicate that this growth is not solely associated with the student population from the local university and colleges. Furthermore, projections and estimates continue to expect non-student population increases to continue for the foreseeable future. Such growth presents a number of economic opportunities for our community; however, it also requires proper planning and expansions from the City.

Review of current land use and land availability within the City limits indicates that the municipality is not prepared to respond to the long term needs and opportunities associated with this population movement. This is particularly true regarding the housing needs associated with this growth as the greatest majority of the low and medium density residential zones within the City have experienced build out. Therefore, annexation and preparation of properties for such use is appropriate to meet the opportunities and demands of a growing residential population. Failure to plan for and accept the residential opportunities associated with this population growth will result in lost economic opportunity for the City of Statesboro and its citizens. Therefore, the staff of the Department of Planning & Development have worked closely with the City Manager and the Department Heads of Engineering, Water and Wastewater, Natural Gas, and Public Safety to begin preparations for such significant growth in population and land area for the City of Statesboro.

The annexation and zoning request being presented to you for consideration are the first step in this preparation and in seizing this opportunity. Annexation – the incorporation of the property into the municipal boundaries of the City – is the necessary first step in this multi-layered process. Expected land use, in the form of a zoning designation for the property builds the foundation for other areas of planning. Initial – conceptual phases of planning for long range transportation, utility, and service demands associated with the incorporation of these properties are being considered by development staff. Upon approval of the annexation and with the

important consideration of the land uses approved for the properties through the designation of zoning districts - staff will begin working the properties into the master infrastructure and service plans. Plans beyond the conceptual, at this point, are inappropriate and uninformed without the benefit of the completed annexation, land use designations, and comment from the Planning Commission and City Council. This step by step process also allows for important input from the private development market and allows for appropriate development, as specifics in design and routing of infrastructure can be informed by the subdivision and permitting request associated with the property. This allows City infrastructure to be developed timely (but only as needed) and in a fiscally sound manner to meet the immediate development demands of the private market and population growth while realizing the comprehensive vision and long term needs of the City as a whole.

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA

COUNTY OF BULLOCH

**INTERGOVERNMENTAL AGREEMENT ON CAPITAL COST
RECOVERY FEE DISTRICTS**

This intergovernmental agreement is entered into this ____ day of November, 2007 by and between **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter “the County”) and the **MAYOR AND COUNCIL OF THE CITY OF STATESBORO, GEORGIA** (hereinafter “the City”).

WITNESSETH:

WHEREAS, the City of Statesboro and Bulloch County are undergoing major development in and around the corporate limits of Statesboro, necessitating increased water and sewer installation; and

WHEREAS, it is in the best interests of the public health, welfare, and safety of citizens in both the City of Statesboro and Bulloch County that the development take place with adequate water and sewer facilities to provide potable and fire protection water, and to collect and treat the wastewater generated; and

WHEREAS, the City and County have recognized the need to get the major water and sewer lines extended into areas adjacent to the City before the growth takes place, thereby assuring new development will be on water and sewer systems; and

WHEREAS, the City has needed a mechanism to help finance these extensions in a timely fashion, and has developed with the assistance of its consulting engineers a capital cost recovery fee district as the most suitable method; and

WHEREAS, the City of Statesboro with its consulting engineers has studied the area bounded by Veterans Memorial Parkway, Georgia Highway 67, Burkhalter Road, Pretoria-Rushing Road, and back to Cawana Road then to Brannen Street, minus the property already developed within the boundaries, and has determined that the area can be served as one sewer drainage basin by gravity sewer; and

WHEREAS, the City of Statesboro has adopted an ordinance authorizing the Mayor and City Council to establish capital cost recovery fee districts, and under that ordinance has passed a resolution establishing Capital Cost Recovery Fee District #1 for this Southeast Quadrant Area; and

WHEREAS, the fee can only be imposed on properties that annex into the City limits, and water and sewer service shall only be provided to property owners whose property is within the City limits that request said water and sewer service; and

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

WHEREAS, in order to install the major water and sewer lines ahead of the growth, the City will need to install some of them in property that is currently outside the corporate limits of Statesboro, and the Georgia Constitution at Article IX, Section II, Paragraph III requires a contract between a county and a city, for a city to expand its water and sewer services outside the City limits; and

WHEREAS, prior to making this major investment the Mayor and City Council of Statesboro need assurance that the County Commission is supportive of this plan to finance and install these water and sewer lines;

WHEREAS, the County has an interest in protecting the S&S Greenway and balancing growth between urbanizing areas and transitional areas referred to as Areas of Mutual Concern within the proposed Southeast Quadrant Area and Capital Cost Recovery District #1; and

WHEREAS, the County is supportive of planned annexation that considers logical boundaries, coordination of planning efforts, and the appropriate transfer of infrastructure and service delivery responsibilities; and

WHEREAS, the County is supportive of the City's plan to finance and install water and sewer lines according to proposed engineering plans so long as it results in a high quality of planned development that compliments the County's Future Land Use Plan.

NOW THEREFORE, in consideration of the mutual promises, obligations, and covenants set forth herein, the County and the City agree as follows:

1. The County hereby agrees that the City can establish one or more Capital Cost Recovery Fee Districts in areas contiguous to the corporate limits of Statesboro, or as mutually agreed upon if not contiguous, in order to help finance the cost of engineering design and construction of major water and sewer lines in areas outside the City limits.
2. The County hereby agrees that the City may expand its water and sewer system into any area within any such Capital Cost Recovery Fee District as established by formal resolution of the Mayor and City Council, thereby encouraging quality development and the expansion of both the City's and County's property tax base.
3. The County hereby agrees that the City may require annexation into the corporate limits of the City of Statesboro as a pre-condition to the availability of water or sewer services to any parcel of property lying within any designated Capital Cost Recovery Fee District.
4. The City Manager will notify the County Manager of plans for the establishment of any Capital Cost Recovery Fee District, and shall furnish him with a complete copy of the required engineering study and the duly adopted resolution establishing said district.
5. The City Manager will notify the County Manager when bids have been received, and a contract for construction has been awarded for any segment of any of the major water and sewer lines within any Capital Cost Recovery Fee District.

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

6. The City Manager will provide the County Manager with the most current map of each Capital Cost Recovery Fee District so that Bulloch County planning staff can notify potential developers of the location of said districts within the county, and the fees associated with properties lying within said districts.

7. The County and City hereby agree to approve a concept within one hundred twenty (120) days, and a firm consensus no later than one hundred eighty (180) days from the effective date for a future land use plan for the Capital Cost Recovery Fee District #1 and Areas of Mutual Concern that reflect the preferences of this agreement. "Areas of Mutual Concern" is defined as an area that shall generally be within five-hundred (500) feet of Capital Cost Recovery Fee District #1 boundaries.

8. The County and City hereby agree not to approve requests for rezoning, conditional uses or sketch plans for property within the Capital Cost Recovery Fee District #1, or Areas of Mutual Concern, without consideration of mutual input and will notify each other of receipt of such applications, and of the time, date and place of any joint planning staff reviews, public hearings or other public meetings concerning these actions. Input shall be provided within the normal deadlines for other agencies' and departments' comments. At least one joint planning staff review shall be held on each such development project.

9. The County and City hereby agree that all annexations in the Capital Cost Recovery Fee District #1 shall include logical and identifiable boundaries wherever possible and be timed in such a way which allows for transition of services between the City and County. Readily identifiable boundaries should include lakes, rivers, streams, railroads and highways. Nothing herein shall prohibit the annexation of a tract of land at the request of the owner(s) that does not meet these preferred criteria.

10. The County and City hereby agree that if residential densities are proposed in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern that are higher than 2.4 housing units per acre (currently the City's R-15 zoning designation), that those areas should be planned and concentrated near planned commercial services or nodes.

11. The County and City hereby agree that commercial uses and facilities in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern should be allocated in a reasonable amount and in a planned relationship to the people they will serve. Any future expansion of commercial uses in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern should be developed as centers or nodes rather than strips, and along roadways and intersections that have adequate capacity. Commercial facilities and uses should be very carefully considered so that they do not cause unnecessary traffic congestion and do not detract from the appearance of the community. However, it is recognized that the property fronting Georgia 67 between Briarwood Road and Burkhalter Road, will have commercial development which will serve a population greater than the CCR Fee District #1 and its Areas of Mutual Concern.

12. The County and City hereby agree that any newly proposed development in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern that generates traffic at or in excess of 1,000 daily trips according to the latest version of the Institute of Traffic Engineers Trip Generation manual shall require a traffic impact analysis. The content and detail of the traffic impact analysis shall be scaled according to valid trip generation estimates, and shall include

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

proposed project improvements for automobiles, bicycles or pedestrians that will improve capacity within the proximate right-of-way, with the cost of any such improvements shall be borne by the developer.

The County and City hereby agree that the future land use plan called for in Paragraph 7 above, shall determine the necessary right-of-way widths for any collector and arterial streets within the CCR Fee District #1 or an Area of Mutual Concern. Said rights-of-way shall be obtained and preserved as part of the development review process.

13. The County and City hereby agree except for collector streets, street patterns in new residential areas in Capital Cost Recovery Fee District #1 or an Area of Mutual Concern should be designed to provide convenient access and circulation for each living unit, but to discourage through traffic.

14. The County and City hereby agree that any required public improvements along any arterial or collector road systems within Capital Cost Recovery Fee District #1 shall be the financial responsibility of the City.

15. The County and City hereby agree that they will adopt and enforce ordinances that meet the requirements of the Georgia Stormwater Management Manual as it regards the speed and volume of stormwater leaving a developed site.

16. The County and City hereby agree that unless the county agrees to retain a road right-of-way in County jurisdiction, the City will annex the entire width of County roads and rights-of-way adjacent to an annexation boundary and will assume full responsibility for maintenance and agreed upon necessary improvements for those portions of roads on the effective date of the annexation. It may also be desirable to include in an annexation adjacent road sections to avoid dead-end segments or portions of roads that meander in and out of jurisdictions. Such situations may be negotiated on a case by case basis.

17. The County and City hereby agree that if any new development occurs as the result of an annexation by the City that requires access along the proposed route of the S&S Greenway before construction by the County has been completed; that as a condition of development permitting by the City, the developer shall be required to pave any portion of the roadway (not including the pedestrian or bicycle path) that is adjacent to his development. The design and construction of any roadway that interfaces with the County's proposed Greenway must be mutually agreed upon by the County and City, and may include traffic calming measures such as, but not limited to, curvatures, selective speed bumps, and lane narrowing.

18. The County and City hereby agree that the County shall own and maintain the right-of-way along the S&S Greenway subject to the provisions of right-of-way transfer set out in Paragraph 17 above, except that the County shall continue to own and maintain the portion of right-of-way to be used for the pedestrian and biking trail.

19. The City hereby agrees that it will consider amendments to its Zoning and Subdivision Ordinances that would require the same buffering requirements for properties adjacent to the S&S Greenway as those adopted by the County upon recommendation by its greenway consultant. Said buffering requirements may include special setbacks, strategic location of

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

access roads, and use of vegetative screens, earthen berms and fences to help reduce trespass of people, animals and vehicles.

20. The County and City hereby agree that until the City assumes the full maintenance and ownership of a former County road right-of-way, all municipal utility encroachments along designated County roads shall require a permit.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: J. Garrett Nevil
J. Garrett Nevil, Chairman

Attest: Evelyn H. Wilson
Evelyn H. Wilson, Clerk

MAYOR AND COUNCIL OF THE CITY
OF STATESBORO, GEORGIA

By: William S. Hatcher
William S. Hatcher, Mayor

Attest: Judy M. McCorkle
Judy M. McCorkle, Clerk

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

ORDINANCE #2007-15: AN ORDINANCE AUTHORIZING A CAPITAL COST RECOVERY FEE FOR THE EXTENSION OF WATER AND SEWER TRUNK LINES INTO AREAS WITHIN AND ADJACENT TO THE CITY LIMITS

THAT WHEREAS, the City of Statesboro continues to experience significant growth within, and in close proximity to the city limits, and such growth is expected to continue; and

WHEREAS, the City needs a financial mechanism to install the water and sewer trunk lines that serve major drainage basins, and to do so ideally in front of the development taking place, so that the new construction is annexed into the City and is on both water and sewer service; and

WHEREAS, with the assistance of Hussey, Gay, Bell & DeYoung, the City's consulting engineers, the City staff has developed a mechanism to install said lines, and to recoup over time most of the City's principal needed to finance these lines; and

WHEREAS, the Mayor and City Council have reviewed this proposal, and wish to adopt it for use by the City of Statesboro;

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

Section 1. That the Statesboro Municipal Code is hereby amended by adding the following language to Chapter 82, UTILITIES:

“Sec. 82-72. Purpose of the capital cost recovery fee. The mayor and city council have determined that an effective means of financing the installation of the major trunk water and sewer lines inside and adjacent to the city limits, is to finance the cost using a GEFA loan or revenue bond with a twenty-year amortization period, and then to recoup most of the principal cost for said loan from a charge against each parcel or equivalent of such parcel. Said cost shall be determined based upon a detailed engineering study that includes an equitable mechanism for prorating the cost among all of the developable property (which excludes wetlands and road rights-of-way). As the property served by the major water and sewer trunk lines is developed, the fee would be paid into the water and sewer fund.

Sec. 82-73. Authorization for the capital cost recovery fee. The mayor and city council hereby establish a capital cost recovery fee (CCR fee), to be charged in any Capital Cost Recovery Fee District created under Sec. 82-74 below.

Sec. 82-74. Establishment of a CCR Fee District by resolution. The mayor and city council may by resolution establish a CCR Fee District, after receiving a detailed engineering study that identifies the sewer drainage basin to be served, and the water system necessary to service that drainage basin. The engineering study must provide a coherent, equitable methodology for apportioning the principal cost of the loan necessary to finance these major water and sewer lines between the various owners of the property, whether used for residential or commercial purposes. The initial costs to be imposed shall be as estimated for construction in the engineering study, and shown on the study's CCR Fee District Maps.

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

Sec. 82-74 Amendment of a CCR Fee District by resolution. The mayor and city council may amend by resolution a CCR Fee District whenever in their judgment the area needs to be enlarged or contracted, based upon the area to be served; or, to reflect the actual cost of construction once a major line has been installed. This will assure that the final cost of construction is the number used in computing the actual CCR Fee. The estimated costs are for planning purposes, and represent the engineering firm's best estimate of construction costs.

Sec. 82-75. Property must be within city limits to obtain water or sewer service within a CCR Fee District. No water or sewer service shall be offered or provided to any property or its owner within an established Capital Cost Recovery Fee District unless the property to be served has been annexed into the city limits of Statesboro prior to development, and the owner has entered into a Water and Sewer Agreement with the City. This will assure that the City's zoning, subdivision regulations, and development standards are met on each such development, and that it becomes a part of the City.

Sec. 82-76. Collection of the CCR Fee. The CCR Fee shall be collected at the time that a building permit is issued for a new development within a defined CCR Fee District. The City will not take partial payments of any kind.

Sec. 82-77. Separation as a source of revenue within the Water and Sewer Fund. The CCR Fee revenue shall be separated in the accounting records so that the amounts collected within a CCR Fee District can be tracked on an annual basis. The finance director shall be responsible for setting up the accounting system changes to do this.

Sec. 82-78. Appropriation of the CCR Fee. As long as there is any outstanding debt issued for any portion of a CCR Fee District, the revenues generated shall be classified as restricted cash set aside to pay that debt. In the event that sufficient CCR Fees are restricted to cover all principal and interest payments on said outstanding debt, any CCR Fees collected above that amount may be classified as unrestricted cash, and used for any purpose within the Water and Sewer Fund.

Sec. 82-79. Duration of a specific CCR Fee District. Any CCR Fee District established pursuant to this code shall remain in place until all of the available developable property within said district has been developed, and the required fees have been collected."

Section 2. That should any part of this ordinance be declared invalid by a court of competent jurisdiction, then the remaining portions of this ordinance shall continue in full force and effect.

Section 3. That this ordinance shall be effective from and after its adoption on two separate readings.

First Reading: May 1, 2007
Second Reading: May 15, 2007

MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: _____
William S. Hatcher, Mayor

Attest: _____
Judy M. McCorkle, City Clerk



**CITY OF STATESBORO
CITY COUNCIL MINUTES
October 04, 2011**

A regular meeting of the Statesboro City Council was held on October 04, 2011 at 9:00 a.m. in the Council Chambers at City Hall. Present were Mayor Pro Tem Will Britt, Council Members: Tommy Blitch, John Riggs, Gary Lewis and Travis Chance. Also present were City Manager Frank Parker, City Clerk Sue Starling, City Engineer Robert Cheshire, and Director of Community Development Mandi Cody. Mayor Joe Brannen was absent.

Note: Councilman Travis Chance arrived to the meeting at 9:15a.m.

Approval of Minutes:

a) September 20, 2011 Council Minutes

Councilman Riggs made a motion, seconded by Councilman Blitch to approve the minutes of September 20, 2011. Councilman Blitch, Riggs and Lewis voted in favor of the motion. The motion carried by a 3-0 vote.

Recognitions/Public Presentations

a) Retirement recognition of Police Commander J.R. Holloway

Public Safety Director Wendell Turner and Mayor Pro Tem Will Britt presented Police Commander J.R. Holloway with a retirement plaque and thanked him for his many years of service to the City of Statesboro.

Public Comments (Agenda Item): None

Consideration of a Motion to approve Special Event Permit:

a) Theatre Production (Shakespeare on Trial) - Tim Chapman Averitt Center for the Arts

Councilman Lewis made a motion, seconded by Councilman Blitch to approve the Special Event Permit for the Averitt Center for the Arts. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a motion to approve 2nd Reading of Ordinance 2011-07: An Ordinance Amending Chapter 2 of the Statesboro Municipal Code Regarding Authorities, Boards and Commissions- Statesboro Planning Commission

Councilman Riggs made a motion, seconded by Councilman Lewis to approve 2nd Reading of Ordinance 2011-07: An Ordinance Amending Chapter 2 of the Statesboro Municipal Code Regarding Authorities, Boards and Commissions- Statesboro Planning Commission with the condition to add Post 6 to Section 1-Section 2-67 #2. Councilman Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a motion to approve 1st reading of Ordinance 2011-08: An ordinance amending Chapter 66 of the Statesboro Code of Ordinances (Solid Waste) by replacing it in its entirety.

Councilman Riggs made a motion, seconded by Councilman Lewis to approve the 1st reading of Ordinance 2011-08: An ordinance amending Chapter 66 of the Statesboro Code of Ordinances (Solid Waste) by replacing it in its entirety. Councilman Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to approve the following request:

- a. **APPLICATION # CUV 11-08-02: Alltel Wireless Communications requests a conditional use variance from Article XXVI of the *Statesboro Zoning Ordinance* to construct and operate a 100' monopole wireless telecommunication tower on property located at Brannen Street.**

Mr. William Howard representing EQV Development spoke on behalf of Alltel in favor of the variance request to construct a telecommunication tower. Councilman Chance made a motion, seconded by Councilman Lewis to approve APPLICATION # CUV 11-08-02: Alltel Wireless Communications requests a conditional use variance from Article XXVI of the *Statesboro Zoning Ordinance* to construct and operate a 100' monopole wireless telecommunication tower. Councilman Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

- b. **APPLICATION # V 11-08-03: Maxwell-Reddick & Associates, on behalf of Heyhami Group, LLC requests a variance from Article XV of the *Statesboro Zoning Ordinance* regarding signage for property located on Henry Boulevard.**

Joey Maxwell representing Maxwell Reddick and Assoc. spoke on behalf of the Heyhami Group, LLC in favor of the variance for signage of the Steak and Shake restaurant. Councilman Riggs made a motion, seconded by Councilman Blich to approve APPLICATION # V 11-08-03: Maxwell-Reddick & Associates, on behalf of Heyhami Group, LLC requests a variance from Article XV of the *Statesboro Zoning Ordinance* regarding signage for property located on Henry Boulevard with the condition the sign height not to exceed 9 ft. above the concrete. Councilman Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a motion to approve 2nd Reading of Ordinance 2011-07: An Ordinance Amending Chapter 2 of the Statesboro Municipal Code Regarding Authorities, Boards and Commissions- Statesboro Planning Commission

Councilman Riggs made a motion, seconded by Councilman Lewis to approve 2nd Reading of Ordinance 2011-07: An Ordinance Amending Chapter 2 of the Statesboro Municipal Code Regarding Authorities, Boards and Commissions- Statesboro Planning Commission with the condition to add Post 6 to Section 1-Section 2-67 #2. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a motion to approve 1st reading of Ordinance 2011-08: An ordinance amending Chapter 66 of the Statesboro Code of Ordinances (Solid Waste) by replacing it in its entirety.

Councilman Riggs made a motion, seconded by Councilman Lewis to approve the 1st reading of Ordinance 2011-08: An ordinance amending Chapter 66 of the Statesboro Code of Ordinances (Solid Waste) by replacing it in its entirety. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to approve the following request:

- a. **APPLICATION # CUV 11-08-02: Alltel Wireless Communications requests a conditional use variance from Article XXVI of the *Statesboro Zoning Ordinance* to construct and operate a 100' monopole wireless telecommunication tower on property located at Brannen Street.**

Mr. William Howard representing EQV Development spoke on behalf of Alltel in favor of the variance request to construct a telecommunication tower. Councilman Chance made a motion, seconded by Councilman Lewis to approve APPLICATION # CUV 11-08-02: Alltel Wireless Communications requests a conditional use variance from Article XXVI of the *Statesboro Zoning Ordinance* to construct and operate a 100' monopole wireless telecommunication tower. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

- b. **APPLICATION # V 11-08-03: Maxwell-Reddick & Associates, on behalf of Heyhami Group, LLC requests a variance from Article XV of the *Statesboro Zoning Ordinance* regarding signage for property located on Henry Boulevard.**

Joey Maxwell representing Maxwell Reddick and Assoc. spoke on behalf of the Heyhami Group, LLC in favor of the variance for signage of the Steak and Shake restaurant. Councilman Riggs made a motion, seconded by Councilman Blitch to approve APPLICATION # V 11-08-03: Maxwell-Reddick & Associates, on behalf of Heyhami Group, LLC requests a variance from Article XV of the *Statesboro Zoning Ordinance* regarding signage for property located on Henry Boulevard with the condition the sign height not to exceed 9 ft. above the concrete. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

- c. **APPLICATION # SE 11-08-04**: Applicant requests a special exception for property located on Brannen Street to allow for the use of property as auto sales.

Bill Daniel representing Dan Vaden Auto Sales spoke in favor of the special exception for the property's use on Brannen Street. The right of way parcels will be dedicated to the City of Statesboro. Councilman Riggs made a motion, seconded by Councilman Blitch to approve **APPLICATION # SE 11-08-04**: Applicant requests a special exception for property located on Brannen Street to allow for the use of property as auto sales with conditions recommended by staff. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve Resolution 2011-31: A Resolution Adopting the Schedule of Fees and Charges for the Water and Wastewater Department of the City of Statesboro, Georgia.

Councilman Riggs made a motion, seconded by Councilman Blitch to approve **Resolution 2011-31**: A Resolution Adopting the Schedule of Fees and Charges for the Water and Wastewater Department of the City of Statesboro, Georgia. Councilman Blitch, Riggs, and Lewis voted in favor of the motion. Councilman Chance voted against the motion. The motion carried by a 3-1 vote.

Consideration of a Motion to approve the purchase of 21 Taser X2 devices and accessories from DGG Taser in the amount of \$27,435.29; funding is from the 2011 Justice Assistance Grant and Seized Drug Funds. DGG taser is the sole source provider of Tasers in Georgia.

Councilman Lewis made a motion, seconded by Councilman Chance to approve the purchase of 21 Taser X2 devices and accessories from DGG Taser in the amount of \$27,435.29; funding is from the 2011 Justice Assistance Grant and Seized Drug Funds. DGG taser is the sole source provider of Tasers in Georgia. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to award the purchase of a 2012 Peterbilt side-loader refuse truck to Peterbilt Truck Centers of Savannah in the amount of \$229,537.00 via a bid price extension from a previous bid award by Council on April 5, 2011 as they offered the lowest responsive bid.

Councilman Blitch made a motion, seconded by Councilman Riggs to award the purchase of a 2012 Peterbilt side-loader refuse truck to Peterbilt Truck Centers of Savannah in the amount of \$229,537.00 via a bid price extension from a previous bid award by Council on April 5, 2011 as they offered the lowest responsive bid. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

Consideration of a Motion to approve award of Contract to Ellis Wood Contracting in the amount of \$66,000 to make roadway improvements at the intersection of S. Zetterower Ave. and Brannen St. project to be funded by 2007 SPLOST

Councilman Lewis made a motion, seconded by Councilman Blitch to approve contract to Ellis Wood Contracting in the amount of \$44,675.00 to make roadway improvements at the intersection of S. Zetterower Ave. and Brannen St. This project is to be funded by 2007 SPLOST but was not included in the original Council Packet. It was brought to Council just before the start of the meeting. City Engineer Robert Cheshire stated he negotiated a lower price after the original proposal was included in the Packet. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion for the elimination of Capital Cost Recovery (CCR) fees for the Southeast Annexation area (Cawana Road)

Councilman Riggs made a motion, seconded by Councilman Blitch to approve the elimination of Capital Cost Recovery (CCR) fees for the Southeast Annexation area (Cawana Road) and to retain the Intergovernmental Agreement. Councilman Blitch, Riggs, and Chance voted in favor of the motion. Councilman Lewis left the meeting briefly. The motion carried by a 3-0 vote.

Reports from Staff:

a) City Manager's Report

City Manager Frank Parker announced the April 1st and April 19th, 2010 Budget Retreat would be re-held on Tuesday October 11, 2011 at 9:00 am at the Gateway Pond House

Director of Public Safety Wendell Turner updated Council on the billboards that would be appearing around Statesboro recognizing the "Operation Statesboro Blues" project.

b) Department Head Reports: None

Public Comments (General):

Allen Muldrew (DSDA) thanked the City for their involvement in the "Downtown Excellence" award that was presented to DSDA by the Department of Community Affairs Main Street Program.

Other Business from City Council

- a) Nomination and acceptance of nominations for three seats on the Statesboro Planning Commission**

The nominations for the vacant seats on the Planning Commission are:

- a) Johnathan Mc Collar – 4 year term-Post 6**

Councilman Bitch made a motion, seconded by Councilman Lewis to approve the nomination of Johnathan McCollar to the Statesboro Planning Commission for a 4 year term. Councilman Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

- b) Rick Barr- 2 year term- Post 7**

Councilman Lewis made a motion, seconded by Councilman Riggs to approve the nomination of Rick Barr to the Statesboro Planning Commission for a 2 year term. Councilman Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

- c) Nick Propps- remainder of 4 year term-Post 2 or 4**

Councilman Blich made a motion, seconded by Councilman Lewis to approve the nomination of Nick Propps to the Statesboro Planning Commission for a 4 year term. He will currently serve 3 years for the remainder of a 4 year term. Councilman Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

Consideration of a Motion to Adjourn

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

The meeting was adjourned at 11:30 a.m.

EXHIBIT E: PHOTOS OF SUBJECT SITE

Figure 1: Southern View of Subject Site; Planted farm land surrounded by wooded thickets to the North, South, and West, with a narrow wooded area separating R8 & R10, with frontage to S&S Railroad Bed Road on the East.



Figure 2: Wooded Area between R8 & R10



EXHIBIT C: PHOTOS OF SUBJECT SITE

Figure 3: Northern View of Subject Site.



Figure 4: Property to the East, directly across from subject site.





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

P.O. Box 348
Statesboro, Georgia 30458

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

RZ 14-08-02 ZONING MAP AMENDMENT Railroad Bed Road

LOCATION: Railroad Bed Road

REQUEST: Rezone from R3, R4, R10 (Multi-Family & Single-Family Residential) and CR (Commercial Retail) to PUD (Planned Unit Development)

APPLICANT: H. Jackson Wallace

OWNER(S): George Terrell Beasley Jr

LAND AREA: Total Site 57.5 Acres
Rezone Request Approximately 38.79 Acres

PARCEL TAX MAP #s: 107 000005 000

COUNCIL DISTRICT: District 5 (Chance)



PROPOSAL:

The applicant is requesting rezoning of approximately 38.79 acres of property located at Railroad Bed Road and Cawana Road from R3 (Medium Density Multi-Family), R4 (High Density Residential), and R10 (Single-Family Residential) Districts to PUD (Planned Unit Development) District in order to develop detached and attached residential dwellings (See **Exhibit A** – Location Map & **Exhibit B** – Proposed Site Plans).

BACKGROUND:

The entire 57.5 acre subject parcel was annexed into the City of Statesboro in July 2013 by the 100% method and it was rezoned from R40 (Single-Family Residential/ Bulloch County) to R3, R4, R10 and CR with the following conditions:

1. The five (5) acres property adjacent to the Parkway shall be annexed and zoned Commercial Retail (CR).
2. The five (5) acres adjacent to the Parkway must provide interconnectivity with abutting CR zoned parcels at time of development.
3. The approximate fifty five acres (55) acres of property along Cawana Road and the S&S Railroad Bed Road shall be annexed into the City of Statesboro and zoned as follows:
 - a. Twenty (20%) of the property acreage (approximately 10.5 acres), specifically the acreage along the Cawana Road frontage shall be zoned R4 – High Density Residential with allowable uses for single family residential, medium density family, or attached high density single family residential development to include townhomes, row homes, apartments, or duplexes. This zoning district shall

be developed in conformance with the developmental standards articulated in the R4 Zoning District for the City of Statesboro Zoning Ordinance.

- b. Twenty percent (20%) of the property acreage (approximately 10.5 acres) shall be zoned R3 for medium density residential development, to include allowable uses of attached or detached single family or two family development including detached single family homes, attached single family or duplexes. This zoning designation shall be developed in conformance with the developmental standards articulated in the R3 Zoning District for the City of Statesboro Zoning Ordinance.
 - c. Fifty percent (50%) of the property (approximately 27.5 acres) shall be zoned R 10 – Single Family Detached Residential with 10,000 square feet minimum lot sizes with allowable uses restricted to detached single family residential uses. This zoning designation shall be along the boundary lines with the Board of Education and Bradford Place residential subdivision and shall be developed in conformance with the developmental standards articulated in the R10 Zoning District for the City of Statesboro Zoning Ordinance.
 - d. Two percent (2%) of the property (approximately 1 acre) shall be reserved for open green space and dedicated to shared community utilization, but shall be maintained by the developer.
4. Dedication of necessary easements and right of ways for utilities and the placement of a City of Statesboro sewer pump station prior to approval of subdivision plats.
 5. Transportation infrastructure planning and development to City of Statesboro standards and to the satisfaction of the COS Engineer. Such planning shall be designed and approved at subdivision platting stages and shall be based on approved City of Statesboro standards, specifications, and long range planning.
 6. Subdivision, design, and development of the property shall be in conformance specifically with the requirements of the Statesboro Subdivision Regulations and all other developmental standards of the City of Statesboro

The applicant has requested a zoning map amendment from the above stated zoning to “PUD- Planned Unit Development” to develop detached and attached dwellings. **Exhibit B** - Proposed Site Plans submitted for the zoning request anticipates residential use of the property, with 176 total units. It is anticipated that there will be two different styles of units, one with 6 bedrooms per unit and the other with 4 bedrooms per unit. The proposed plans also contain a 3,433 square foot Community House.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	R40 & R25 (Single Family Residential – Bulloch County)	Undeveloped
SOUTH:	R40 (Single Family Residential – Bulloch County), R15 (Single Family Residential), R4 (High Density Residential)	Single Family Home and Undeveloped
EAST:	R8 & R10 (Single Family Residential)	Undeveloped
WEST:	R20 (Single Family Residential)	Bypass and Undeveloped

The subject parcel's property lines are split by Cawana Road and surrounded by property that is zoned for single family and commercial uses located in both Bulloch County and City of Statesboro. Actual uses range from single family homes to undeveloped with Sallie Zetterower elementary school located to the extreme southeast of the Cawana Road inside the municipal limits. The abutting properties to the east are being considered simultaneously to this request for rezoning from R8 & R10 (Single Family Residential) to PUD (Planned Unit Development). Approximately 14 acres that was originally part of the site was recently purchased and is anticipated to be developed as a church (See **Exhibit F**- Plat of Site Purchased by Connection Church).

COMPREHENSIVE PLAN:

The subject site lies within the “Developing” character area as identified by the 2009 City of Statesboro Future Development Map adopted by the *City of Statesboro Comprehensive Plan*. The “Developing” character areas are identified as being primarily residential, but are under pressure to grow in a suburban manner. Development patterns

should be evaluated to maximize opportunities for appropriate blending of residential, office, and commercial development.

Small to mid-size retail and commercial, office, single family, and multifamily residential are all appropriate land uses for properties within the Developing character areas. Some suggested development and implementation strategies for the area include the following:

- Large new developments should be master-planned to include mixed-uses wherever appropriate.
- Promote street design that fosters traffic calming such as narrower residential streets, on-street parking, and addition of bicycle and pedestrian facilities.
- There should be strong connectivity and continuity between each subdivision.
- New developments should provide recreational facilities and open space to meet the needs of their residents.
- Promote walking and bicycling as an alternative means of transportation through the provision of safe, accessible and connected networks.
- Promote street design that fosters traffic calming such as narrower residential streets, on-street parking, and addition of bicycle and pedestrian facilities.

Statesboro Comprehensive Plan, Community Agenda pages 16-17.

Additionally, the Plan identifies certain Issues and Opportunities as well as Quality Community Objectives that are applicable to this request, including:

- The provision of additional housing choices than those that are currently available in either the City or the County;
- The provision and dedication of open space in new developments to ensure access to green space for new residents;
- The provision of innovative approaches to new housing options.

Statesboro Comprehensive Plan, Community Agenda page 62.

Note: These implementation strategies are also reflected in the 2009 Quality Community Objectives.

The 2014 update to the Statesboro Master Comprehensive Master Plan, which is under consideration now – but not yet adopted- suggest the additional implementation strategies for this character area:

- Traditional neighborhood design principles such as smaller lots, street orientation, mix of housing types, and pedestrian access to neighborhood commercial centers.
- Residential development that offers a mix of housing types (single-family homes; townhomes; live /work units, and apartments) with a mix of densities and prices in the same neighborhood.
- Clustering development to preserve open space
- Site plans, building design and landscaping that are sensitive to natural features of the sites, including topography and views.
- Traditional Neighborhood Design techniques, cluster developments, and the development of a variety of housing types, sizes, costs, and densities are best practices considered in the 2014 Quality Community objectives that may be applicable here and are under consideration in the proposed 2014 Plan Update.

Policies in the Comprehensive Master Plan are intended to help local governments in the decision making process to achieve the Community Vision and address the Community Issues & Opportunities identified in the Comprehensive Plan. Policies in the 2009 that are applicable here include the following:

- We will incorporate the connection, maintenance and enhancement of green-space in all new development, especially within the Developing areas.
- We will encourage more compact urban development.
- We will coordinate public facilities and services with land use planning to promote more compact urban development and work, collaboratively with Bulloch County to promote long term coordinated growth and service delivery.

- We will ensure that new development does not cause a decline in locally adopted level of service and that capital improvement or other strategies needed to accommodate the impacts of development are made or provided for concurrent with new development.
- The community will encourage pattern of future development expansion in areas contiguous to developed areas with a utility extension policy that is sequential and phased and a related annexation policy to clearly articulate the service provisions.
- Development shall provide for a variety of residential types and densities.
- We will assist and facilitate affordable housing opportunities to insure that all those who work or attend school in the community have a viable choice or option to live in the community.
- We will encourage accommodate our diverse population by encouraging a harmonious mixture of housing types and uses.
- We will promote efficient use of land by promoting well designed, more pedestrian friendly, development patterns with a mix of uses and an efficient, creative use of land.
- 2014 Proposed Plan Update Policy recommendations include the following:
 - 2014 recommendations: We will project and plan for population growth and prepare through annexations, utility expansions, and housing opportunities
 - We will actively monitor and prepare for population growth based on national, state, and local trends.

COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):

The subject property does not currently have complete access to City of Statesboro utilities. Both water and sewer main service lines are being extended pursuant to previous Council approval. City services such as sanitation and public safety services will be extended upon approval of this request and development of the property.

ENVIRONMENTAL:

The subject property does not appear to be located within wetlands areas or special flood areas. Any potential issues will be addressed during standard permitting processes and reviews.

ANALYSIS:

According to the 2009 City of Statesboro Comprehensive Master Plan, Planned Unit Developments (PUDs) “typically offer greater flexibility in development standards than a conventional zoning district. With this flexibility, there is also an opportunity to include housing diversity, mixed uses, and amenities. A PUD should be viewed as an alternative available for regulation development when existing land use regulations may not adequately address unique circumstances or opportunities for a particular development. The City may grant more leeway in the certain areas of the regulations for a PUD, but in exchange, there are expectations of the development community for additional design features, amenities, etc. [As mentioned previously,] an update of the city’s land use regulations can provide better alternatives for producing quality development without necessitating the use of a PUD.”

Article XIV of the Statesboro Zoning Ordinance governs the use of Planned Unit Developments. Section 1400 states that “The purpose of the PUD district is to permit great flexibility in the use and design of structures and land in situations where modification of specific provisions of this ordinance will not be contrary to its intent and purpose or significantly inconsistent with the planning on which it is based and will not be harmful to the neighborhood in which they occur.” Section 1401 allows the authorization of uses not permitted in the district where the lot is located, provided that the uses are desirable or convenient for the users of the lot as developed or the immediate neighborhood so as to assure that they will not materially alter the existing character of the neighborhood. An order authorizing such uses in accordance with the site plan and description contained in the application modified as the planning commission and council may require to carry out the purposes of the ordinance and to protect the public health, safety, and welfare. Section 1402 requires a site plan submittal by the applicant and allows alteration of setback requirements, height limits, building size limits, off-street parking regulations, landscaping rules and density and intensity limits (Section 1402).

It should be noted that R4- Statesboro’s highest density by right zoning district, at 12 units per dwelling (and a policy assumption of four beds per unit) (and which would permit both detached and attached single family units, but not necessarily assisted living) would permit a much larger unit and bed count than requested in this application

Furthermore, Council should consider that this subject property and others in this immediate area were annexed in order to provide additional housing opportunities to a growing Statesboro population. (See Department of Planning and Development Memo, **Exhibit C**) As most of the residentially zoned parts of the city have experienced build out, this application presents an opportunity for new housing opportunities within the city limits. Additionally, a PUD zoning would permit the market to offer a variety of housing options, both attached and detached, that would be attractive to the next generation of home buyers. Strong research from multiple sources indicate that several demographic groups including empty nesters, retiring baby boomers, millennials, and young professionals are all seeking housing opportunities that offer a small footprint, community living, greenspace, and proximity to amenities in a live/work/play environment. PUD zoning is one option to providing this and is the only zoning designation currently available in the Statesboro Zoning Ordinance to provide this mix.

It should also be noted that several intergovernmental issues have and will likely arise during the administration and permitting of this subject site, including coordination with Bulloch County for the sites access to the popular S&S Greenway Trail and ingress and egress to Railroad Bed Road – a county right of way. Other inter-governmental concerns include the following:

- O.C.G.A. Section 36-26-11(c)(1) requires that the City of Statesboro notify Bulloch County and that Bulloch County have the opportunity to object to the rezone application of a property annexed within the last year. The City of Statesboro forwarded this notification on July 3, 2014. No objection has been received as of the time of this report.
- Georgia Department of Community Affairs rules and regulations require that within a county of 50,000 or more in population any development which anticipates greater than 400 residential units be submitted to the Coastal Georgia Regional Commission (and a number of other departments) for a Development of Regional Impact Review prior to the local government taking determining action on the property. This application has been submitted for review and determined to be exempt from this process.
- Bulloch County – Capital Cost Recovery District area requirements. Bulloch County and the City of Statesboro entered into a Capital Cost Recovery District Intergovernmental Agreement in 2007. (See Intergovernmental Agreement, **Exhibit D**) Multiple issues, including the City's elimination of the fee associated with this district raise questions as to the implications and requirements of this Intergovernmental Agreement. However, if the Intergovernmental Agreement is strictly adhered to, then the agreement provides the following requirements:
 - 1) Residential equivalent units will be maximized at 2.4 per acre (the equivalent of R15 zoning - which is less density than currently provided at R8 and R10) unless those densities are planned and located near planned commercial services or nodes.
 - 2) Requires that the City and County participate in at least one joint planning meeting for the property.
 - 3) Development generating at or in excess of 1,000 trips per day shall require a traffic impact analysis.
 - 4) Dedication of determined right of way.
 - 5) Intra development street designs that discourages through traffic.
 - 6) Stormwater Management

Joint City of Statesboro and Bulloch County approval of the design and construction of any roadway that interferes with the S&S Greenway Trail. The Developer may be required to include traffic calming measures such as, but not limited to, curvatures, selective speed bumps, and lane narrowings, and may be required to pave portions.

Section 2007 of the Statesboro Zoning Ordinance provides eight (8) standards for the Mayor and City Council to consider “in making its determination” regarding a zoning map amendment and “balancing the promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property.” Those standards are numbered below 1-8. Staff findings regarding some of the factors are given for Council’s consideration of the application:

- (1) Existing uses and zoning or (of) property nearby;**
 - a. Nearby property is zoned for similar uses and densities of the applicant. Other nearby properties (located within the County) are zoned and utilized as single family detached units.
- (2) The extent to which property values are diminished by the particular zoning restrictions.**
 - a. Property values generally increase with higher densities and greater flexibility in housing options and styles of structures allowed as permissible by right.

- (3) **The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
- (4) **The relative gain to the public, as compared to the hardship imposed upon the property owner.**
- a. The subject site is located within the area of long anticipated residential growth and development for the City.
 - b. Housing styles and options requested by the public are growing and changing to include a variety of attached and detached unit styles.
 - c. The population of the City of Statesboro has increased dramatically in recent years and is projected to continue to grow.
 - d. The number of undeveloped residential lots –particularly for single family- are limited within the City.
 - e. The Statesboro Zoning Ordinance restricts the available styles of structures in single family zones to detached structures.
 - f. The proposed zoning would result in significantly lower densities than the highest residential zoning district (R4) which does allow attached single family structures and an increase in the available housing options for a growing population.
- (5) **The suitability of the subject property for the zoned purposes.**
- a. There is no indication that the subject property is not suitable for the requested zoning.
- (6) **The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
- a. The subject property is undeveloped and is located within the area most anticipated for residential growth in the City.
 - b. The subject site is surrounded by other properties that are undeveloped but under pressure to develop in similar fashions in the near future.
- (7) **The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas;**
- a. Development of the proposed property as requested would increase population density, community facilities, traffic patterns, and property values in adjacent areas.
 - b. Traffic planning – and the expenses associated with the increase traffic in the area- should be addressed by the applicant, the City, and the County in this area.
 - c. The development of the S&S Greenway Trail, a popular amenity adjacent to this subject site, increased the value and attractiveness of the subject site for residential development.
 - d. The subject site was previously identified as a Future Annexation and Development Area in both the Bulloch County and City of Statesboro 2009 Future Land Development Maps.
- (8) **Consistency with other governmental land use, transportation, and development plans for the community.**
- a. This request is consistent with the City of Statesboro Comprehensive Plan and the 2009 Future Land Development Maps for Bulloch County and the City of Statesboro.
 - b. This request should be evaluated for consistencies with the Capital Cost Recovery District Agreement between the City of Statesboro and Bulloch County. See **Exhibit C**, Intergovernmental Agreement.
 - c. Transportation planning and funding should be addressed with this project in order to respond to the increased traffic congestion and the limited public right of way (most of which is owned by Bulloch County) adjacent to and nearby the site. The 2035 City of Statesboro and Bulloch County Long Range Transportation Plan should be referenced.

STAFF RECOMMENDATION:

Staff recommends a zoning map amendment to Planned Unit Development with the following development parameters:

- 1) Unless otherwise stated, the property shall develop in conformance with the requirements of the R4 zoning district for the City of Statesboro.
- 2) Permissible uses shall include those included in R4 of the Statesboro Zoning Ordinance.
- 3) Two percent (2%) of the property shall be reserved for open green space for community use and shall be maintained by the owner, developer, or appropriate association.
- 4) Density shall be capped at equivalent to R10 density per acreage plus a 5% increase, but may be clustered.
- 5) Subdivision, design, and development of the property shall be in conformance with the requirements of the Statesboro Subdivision Ordinance and all other development regulations of the City of Statesboro.
- 6) Sidewalk connectors shall be provided to Sallie Zetterower Elementary School.
- 7) The City of Statesboro will extend water and sewer services to the property as previously approved by Council. Necessary extensions within the property shall be the responsibility of the developer and must be approved by the Director of Water and Waste Water for the City of Statesboro.
- 8) Internal sidewalk connectivity must be provided within the property's development. Sidewalk connectivity from each development shall also be provided to the S&S Greenway Trail.
- 9) Access points to Railroad Bed Road must be approved jointly by Bulloch County and the City of Statesboro.
- 10) Requirements of the Capital Cost Recovery Area Intergovernmental Agreement apply as conditions and must be accomplished by the appropriate party.
- 11) Transportation infrastructure planning and design for the property shall be presented and approved at subdivision platting stages and shall be based on approved City of Statesboro standards, specifications, and long range planning needs with the approval of the City of Statesboro Engineer. Reservation, dedication and/or development of public rights of way and/or easements may be required of the developer.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission voted 5-0 to recommend approval of the zoning map amendment requested by application RZ 14-08-02 with the following **conditions**:

- 1) Unless otherwise stated, the property shall develop in conformance with the requirements of the R4 zoning district for the City of Statesboro.
- 2) Permissible uses shall include those included in R4 of the Statesboro Zoning Ordinance.
- 3) Two percent (2%) of the property shall be reserved for open green space for community use and shall be maintained by the owner, developer, or appropriate association.
- 4) Density shall be capped at equivalent to R10 density per acreage plus a 5% increase, but may be clustered.
- 5) Subdivision, design, and development of the property shall be in conformance with the requirements of the Statesboro Subdivision Ordinance and all other development regulations of the City of Statesboro.
- 6) Sidewalk connectors shall be provided to Sallie Zetterower Elementary School.
- 7) The City of Statesboro will extend water and sewer services to the property as previously approved by Council. Necessary extensions within the property shall be the responsibility of the developer and must be approved by the Director of Water and Waste Water for the City of Statesboro.
- 8) Internal sidewalk connectivity must be provided within the property's development. Sidewalk connectivity from each development shall also be provided to the S&S Greenway Trail.
- 9) Access points to Railroad Bed Road must be approved jointly by Bulloch County and the City of Statesboro.
- 10) Requirements of the Capital Cost Recovery Area Intergovernmental Agreement apply as conditions and must be accomplished by the appropriate party.
- 11) Transportation infrastructure planning and design for the property shall be presented and approved at subdivision platting stages and shall be based on approved City of Statesboro standards, specifications, and long range planning needs with the approval of the City of Statesboro Engineer. Reservation, dedication and/or development of public rights of way and/or easements may be required of the developer.
- 12) A 20' buffer line along Sallie Zetterower Elementary School and Bradford Place shall be constructed by the developer of landscaping and staggered fencing for privacy.

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

EXHIBIT A: LOCATION MAP

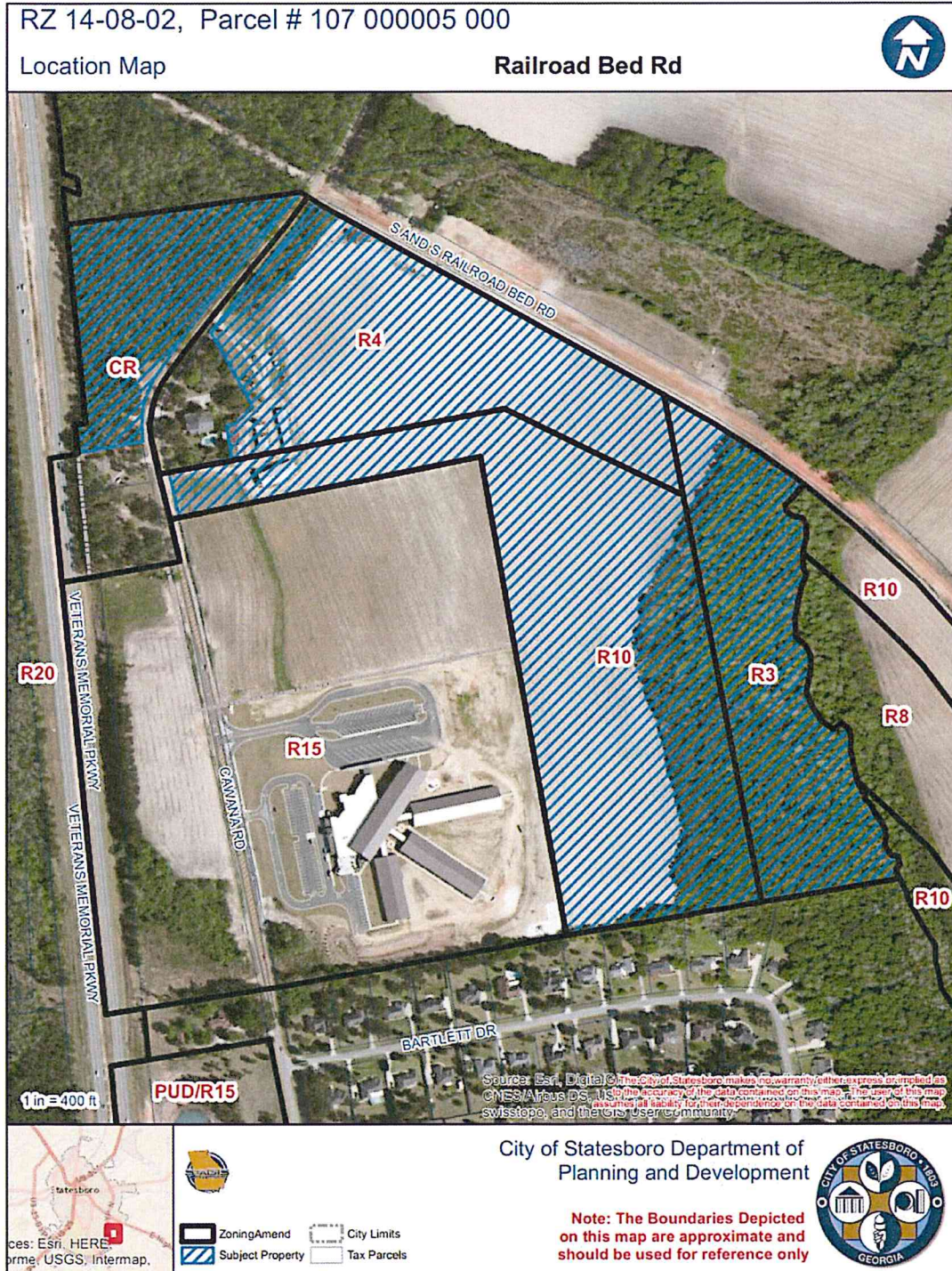
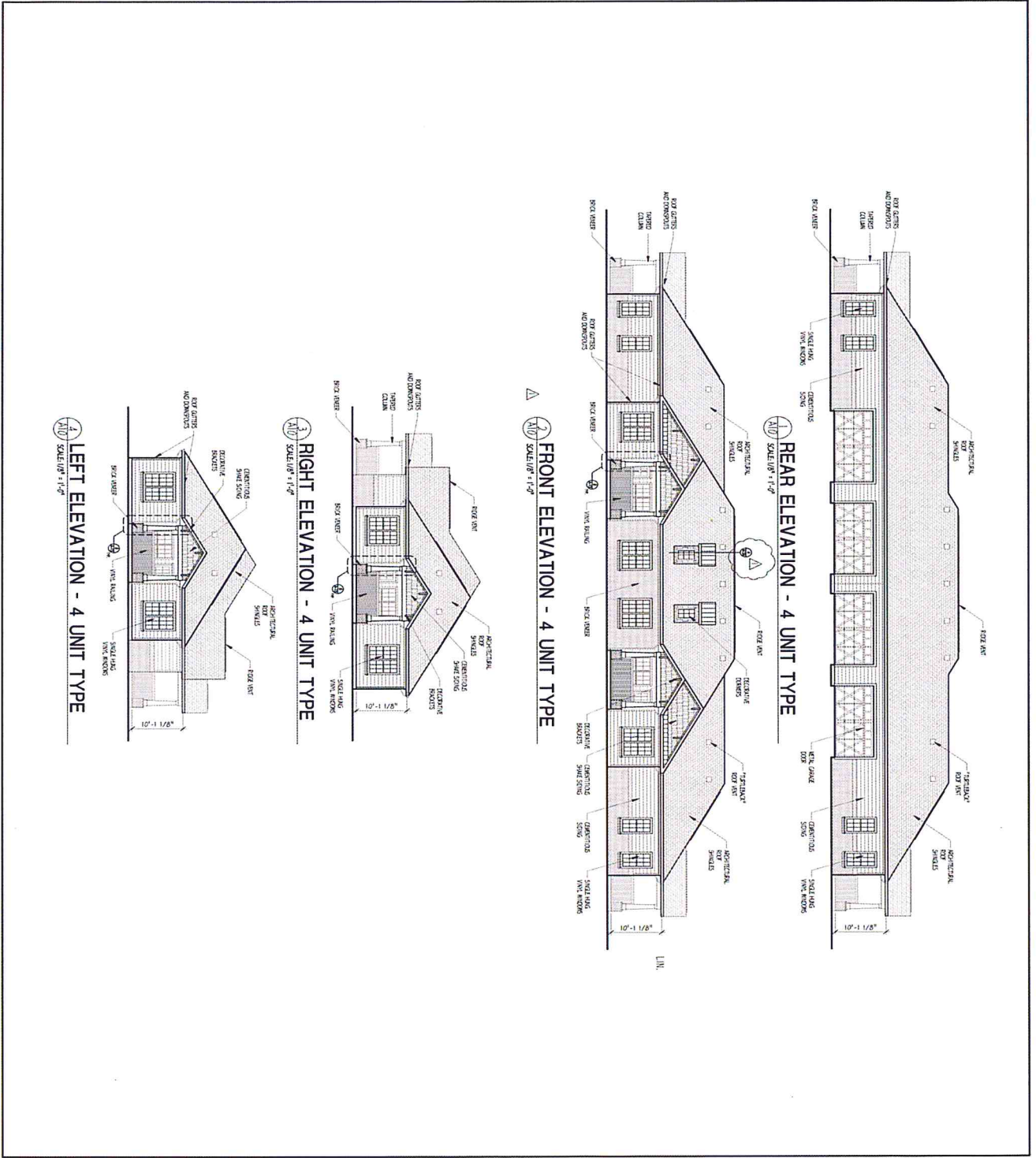
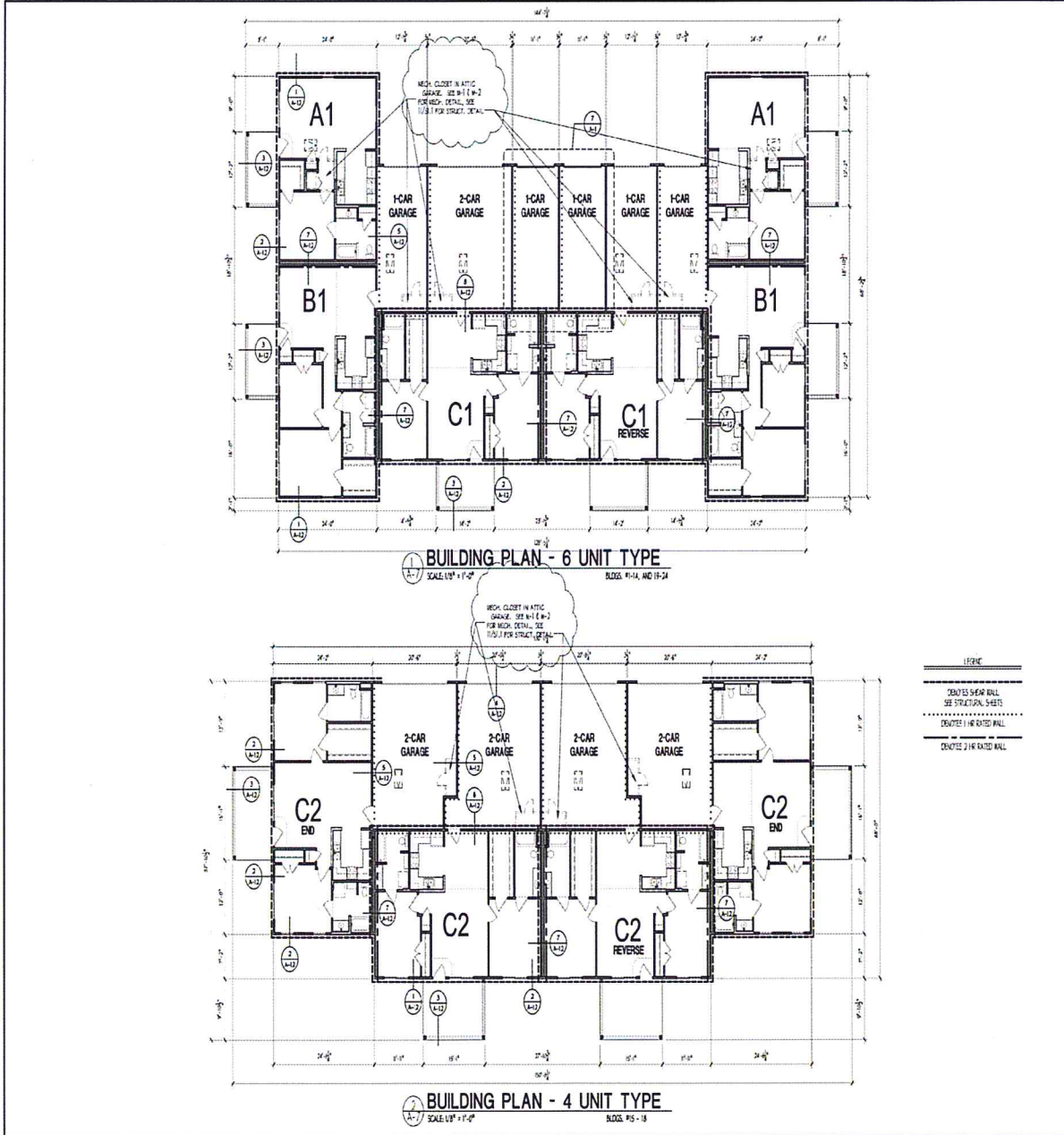


EXHIBIT B: PROPOSED SITE PLAN



<p>A-10</p>	<p>BEACON HILL APARTMENTS AN APARTMENT COMMUNITY FOR IMS DEVELOPMENT TUSCALOOSA, ALABAMA</p>	<p>THIS PLAN AND THE SPECIFICATIONS HERETOIN ARE THE PROPERTY OF PUCCIANO & ENGLISH, INC. ARCHITECTS, AIA. NO PART OF THIS PLAN OR SPECIFICATIONS ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PUCCIANO & ENGLISH, INC. ARCHITECTS, AIA.</p>	<p>REVISIONS 1. 5/23/14</p>	<p>JOB NO. 1307 DRAWN BY: [Name] CHECK BY: [Name] DATE: [Date] PUCCIANO & ENGLISH, INC. ARCHITECTS, AIA 3084 MERCER UNIVERSITY DRIVE, SUITE 110 ATLANTA, GA 30331 PH 770-457-0623, FAX 770-451-0092 pucciano-english@beilscorp.net</p>	
	<p>FOUNDATION 4/21/13 SHEET NO.</p>				

EXHIBIT B: PROPOSED SITE PLAN CONT'D



Pucciano & English, Inc.
ARCHITECTS, AIA
2004 MERCER UNIVERSITY DRIVE, SUITE 110
ATLANTA, GA 30341
PH: 404.525.1000
Pucciano.english@earthlink.net

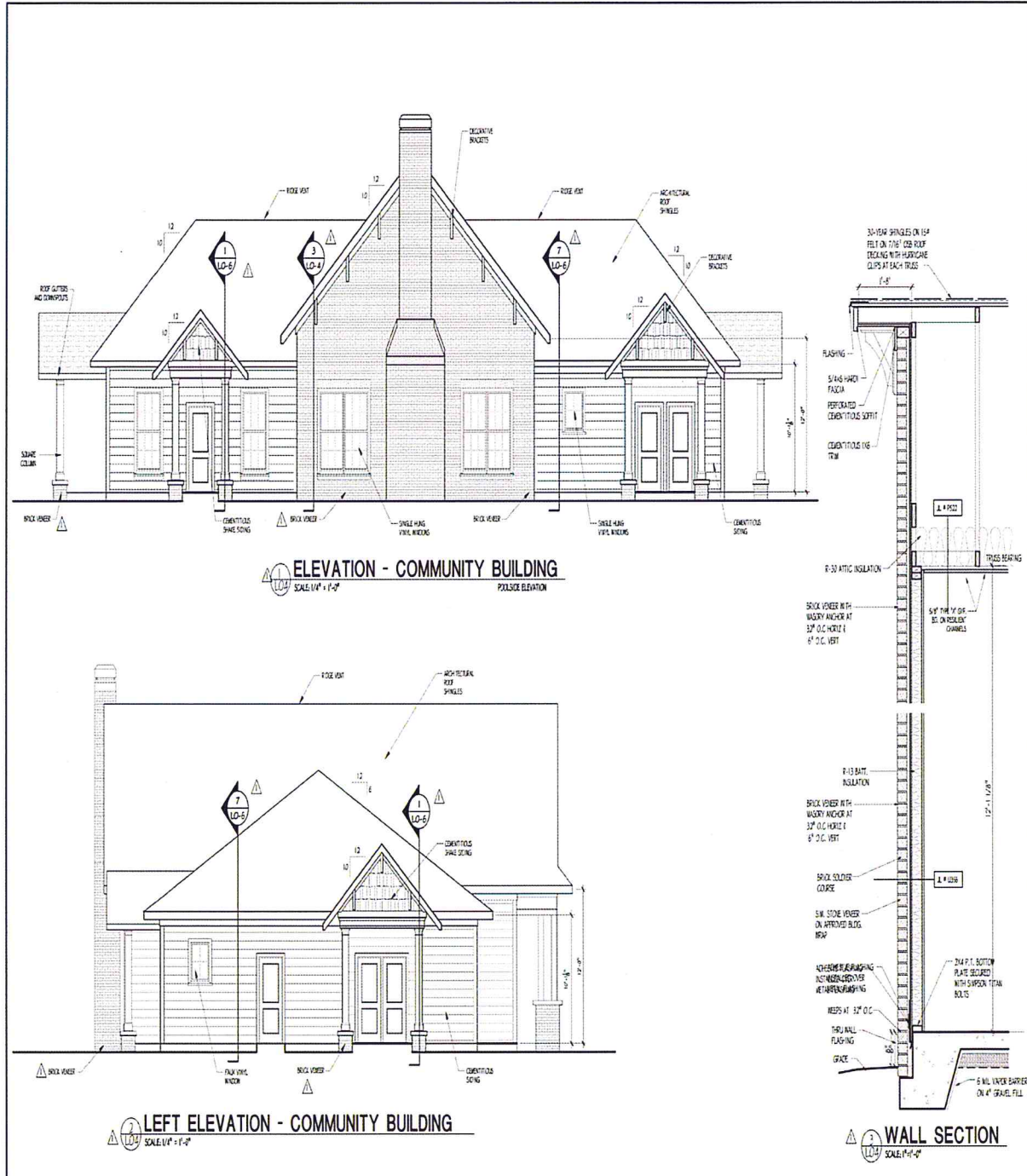
REVISIONS

NO.	DATE	DESCRIPTION
1	5/23/14	

BEACON HILL APARTMENTS
AN APARTMENT COMMUNITY FOR THE
IMS DEVELOPMENT
EVANSTON, ALABAMA

BUILDING PLAN
SHEET NO.
A-7

EXHIBIT B: PROPOSED SITE PLAN CONT'D



PUCCIANO & ENGLISH, INC.
ARCHITECTS AIA
 3004 MERCER UNIVERSITY DRIVE, SUITE 110
 ATLANTA, GA 30341
 PH: 404.525.8888
 WWW.PUCCIANOENGLISHARCHITECTS.COM

JOB NO. 009
 DRAWN BY:
 CHECK BY:
 JOB PROGRESS: DATE
 60% PROGRESS BY: 10/23/14
 REL. REV. BY: 2/27/14

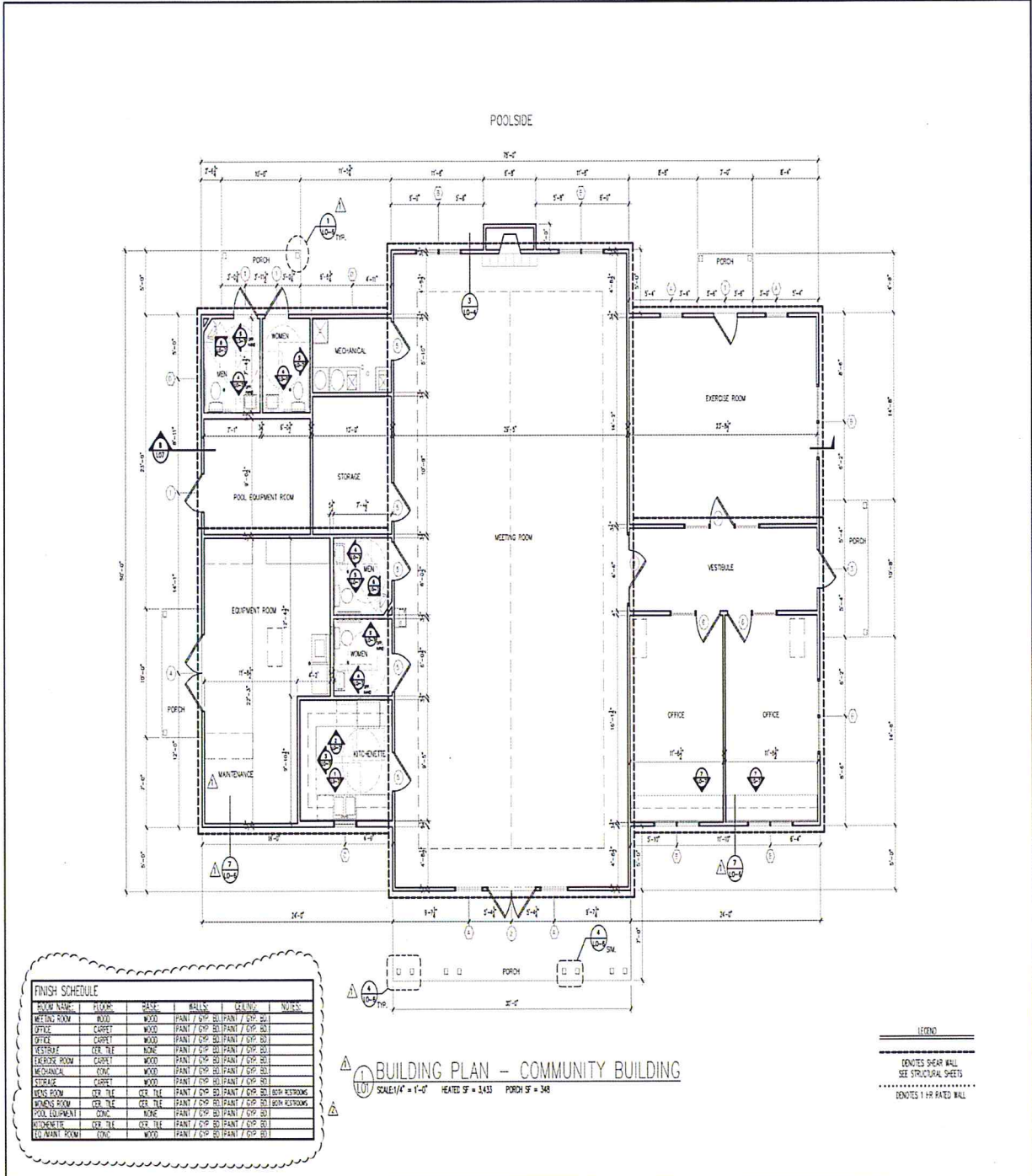
REVISIONS
 5/23/14

No change in treatment of detail
 and any other changes in the
 drawings shall be shown in the
 revision notes. All changes shall be
 shown in the revision notes. All
 changes shall be shown in the
 revision notes.

BEACON HILL APARTMENTS
 AN APARTMENT COMMUNITY
 IMS DEVELOPMENT
 THE ROCKAWAY, ALABAMA

COMMUNITY BUILDING
 ELEVATION
 SHEET NO.
L0-4

EXHIBIT B: PROPOSED SITE PLAN CONT'D



FINISH SCHEDULE

ROOM NAME	FLOOR	BASE	WALLS	CEILING	NOTES
MEETING ROOM	WOOD	WOOD	PAINT / GYP. BO. PAINT / GYP. BO.		
OFFICE	CORRET	WOOD	PAINT / GYP. BO. PAINT / GYP. BO.		
OFFICE	CORRET	WOOD	PAINT / GYP. BO. PAINT / GYP. BO.		
VESTIBULE	CR. TLE	CR. TLE	PAINT / GYP. BO. PAINT / GYP. BO.		
EXERCISE ROOM	CORRET	WOOD	PAINT / GYP. BO. PAINT / GYP. BO.		
MECHANICAL	CONC.	WOOD	PAINT / GYP. BO. PAINT / GYP. BO.		
STORAGE	CORRET	WOOD	PAINT / GYP. BO. PAINT / GYP. BO.		
POOL SPA	CR. TLE	CR. TLE	PAINT / GYP. BO. PAINT / GYP. BO. 1/2\"/>		



PUCCIANO & ENGLISH, INC.
 ARCHITECTS, AIA
 200 N. WILSON BLVD., SUITE 110
 ANCHORAGE, ALASKA 99503
 PH: 774-497-0003 FAX: 774-491-0002
 PUCCIANO@PUCCIANO.COM



JOB No: 128
 DRAWN BY:
 CHECK BY:
 100% PROGRESS
 REV. DATE
 100% PROGRESS 07/23/14
 100% PROGRESS 07/23/14

REVISIONS
 1 5/23/14
 2 07/23/14

BEACON HILL APARTMENTS
 AN APARTMENT COMMUNITY
 FOR
 IMS DEVELOPMENT
 ANCHORAGE, ALASKA

COMMUNITY BUILDING
 FLOOR PLAN
 SHEET NO.
L0-1

EXHIBIT B: PROPOSED SITE PLAN CONT'D

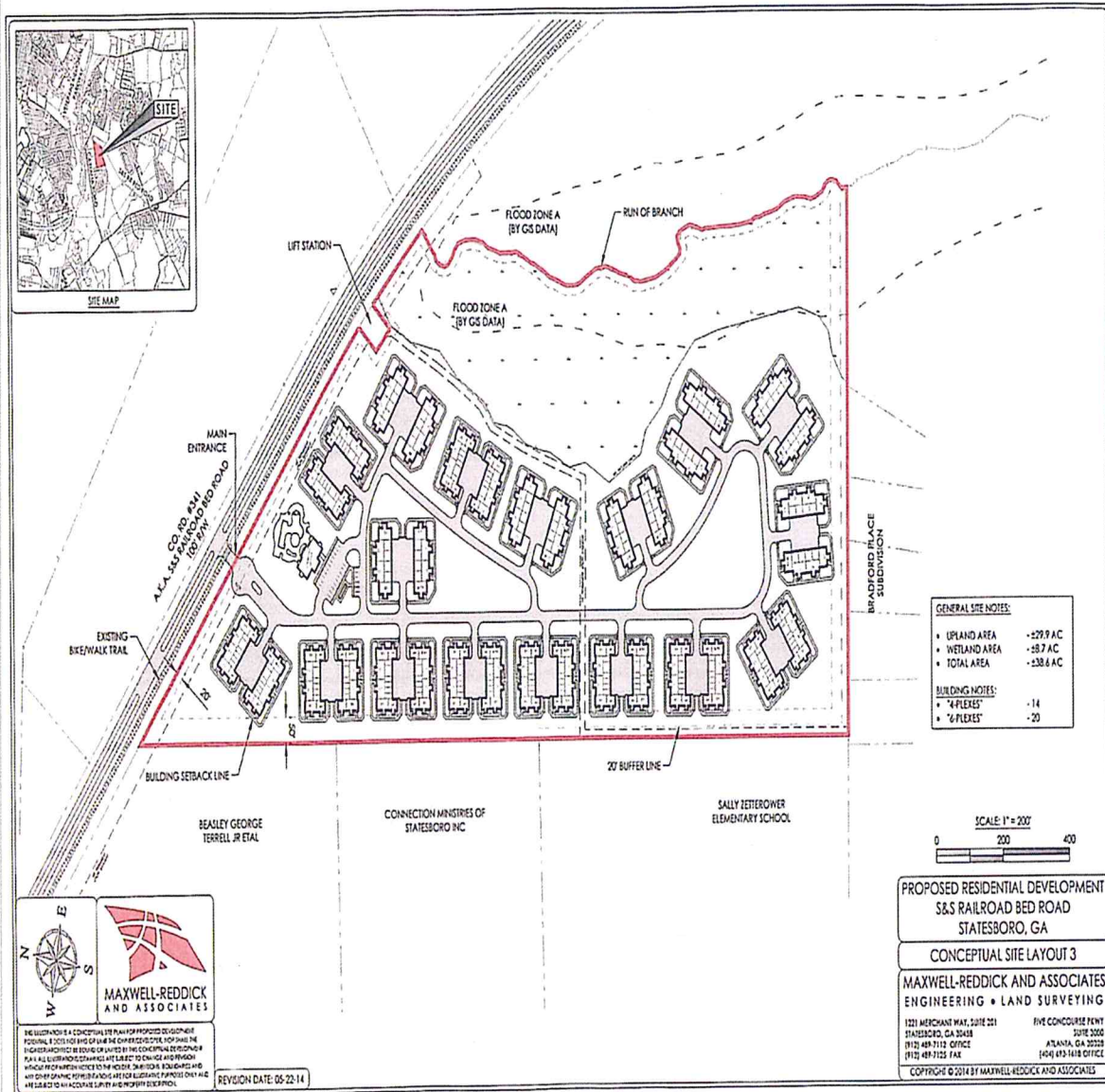


EXHIBIT C: PLANNING AND DEVELOPMENT MEMO



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)

TO: Mayor Joe Brannen
City Councilmen Boyum, Lewis, Britt, Riggs, and Chance
City Manager Frank Parker
Planning Commission Members
Referenced Department Files

FR: Mandi Cody, Director Planning & Development *me*

RE: Annexation and Zoning Request: Cawana Road area.
AN 13-03-07; AN 13-03-08; AN 13-03-09; & AN 13-03-10; AN 13-03-06; AN13-05-03; RZ 13-03-04; AN 12-05-01; AN 13-04-01; AN130-04-05; AN 13-03-05; AN 13-03-05.

Date: July 5, 2013

The City of Statesboro Department of Planning & Development is in receipt of a number of requests for annexations and zoning in and around the Cawana Road area. Due to the volume of the cases – and the work and timelines associated with each – staff is processing and presenting these requests for review and consideration by the Planning Commission and City Council in rounds which began in June and will continue for the next few months.

As Planning Director, I believe it is important to share several factors that apply to the requests and have served as a basis for the analysis, reviews, and recommendations that are being presented:

- Each property is being considered for annexation pursuant to request of the property owner;
- Each request was approved for acceptance and consideration by the City Council;
- Bulloch County has been appropriately notified of each request pursuant to legal requirements;
- City staff is working through the Development of Regional Impact review with the Department of Community Affairs and the Coastal Regional Commission on a number of the parcels;
- The parcels have been considered independently and as a “whole” for community need, impact, and service demand by City development staff including department heads from planning, engineering, water and wastewater, compressed natural gas, and the City Manager;
- Specific development plans for these properties have not been submitted or considered as part of the analysis of these cases;

EXHIBIT C: PLANNING AND DEVELOPMENT MEMO

- These requests have been processed and analyzed as part of long term PLANNING for the City as opposed to a development project seeking immediate permitting or development permissions;
- The City of Statesboro is experiencing significant increases in population growth;
- Land use opportunities for low and medium density single family residential development are shrinking within the current municipal boundary;
- Housing demands and preferences regarding lot sizes, interior square footages, styles and arrangements will shift from large detached single family homes on large separated lots to smaller homes on smaller lots with a community/ neighborhood design and will include demand for both attached and detached home styles for the next generations of residents seeking homes in Statesboro and across the nation.
- Higher density residential designs, whether in the form of smaller homes, smaller lots, and/or attached styles (row homes, townhomes, apartments, etc.) are more environmentally sound, consume less energy, and cost less to provide infrastructure and public services.

Statesboro experienced a 25% increase in population growth between the 2000 and 2010 Census and is reportedly growing several percentages per quarter. The Census recognizes the City of Statesboro as the 6th fastest growing micropolitan City in the nation; ranks the City as the 6th fastest growing micro area; and has recently designated Statesboro in a micropolitan statistical area for the first time. Figures also indicate that this growth is not solely associated with the student population from the local university and colleges. Furthermore, projections and estimates continue to expect non-student population increases to continue for the foreseeable future. Such growth presents a number of economic opportunities for our community; however, it also requires proper planning and expansions from the City.

Review of current land use and land availability within the City limits indicates that the municipality is not prepared to respond to the long term needs and opportunities associated with this population movement. This is particularly true regarding the housing needs associated with this growth as the greatest majority of the low and medium density residential zones within the City have experienced build out. Therefore, annexation and preparation of properties for such use is appropriate to meet the opportunities and demands of a growing residential population. Failure to plan for and accept the residential opportunities associated with this population growth will result in lost economic opportunity for the City of Statesboro and its citizens. Therefore, the staff of the Department of Planning & Development have worked closely with the City Manager and the Department Heads of Engineering, Water and Wastewater, Natural Gas, and Public Safety to begin preparations for such significant growth in population and land area for the City of Statesboro.

The annexation and zoning request being presented to you for consideration are the first step in this preparation and in seizing this opportunity. Annexation – the incorporation of the property into the municipal boundaries of the City – is the necessary first step in this multi-layered process. Expected land use, in the form of a zoning designation for the property builds the foundation for other areas of planning. Initial – conceptual phases of planning for long range transportation, utility, and service demands associated with the incorporation of these properties are being considered by development staff. Upon approval of the annexation and with the

important consideration of the land uses approved for the properties through the designation of zoning districts - staff will begin working the properties into the master infrastructure and service plans. Plans beyond the conceptual, at this point, are inappropriate and uninformed without the benefit of the completed annexation, land use designations, and comment from the Planning Commission and City Council. This step by step process also allows for important input from the private development market and allows for appropriate development, as specifics in design and routing of infrastructure can be informed by the subdivision and permitting request associated with the property. This allows City infrastructure to be developed timely (but only as needed) and in a fiscally sound manner to meet the immediate development demands of the private market and population growth while realizing the comprehensive vision and long term needs of the City as a whole.

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT

STATE OF GEORGIA

COUNTY OF BULLOCH

**INTERGOVERNMENTAL AGREEMENT ON CAPITAL COST
RECOVERY FEE DISTRICTS**

This intergovernmental agreement is entered into this ____ day of November, 2007 by and between **BULLOCH COUNTY, a political subdivision of the State of Georgia, acting by and through its governing authority, the BULLOCH COUNTY BOARD OF COMMISSIONERS** (hereinafter "the County") and the **MAYOR AND COUNCIL OF THE CITY OF STATESBORO, GEORGIA** (hereinafter "the City").

WITNESSETH:

WHEREAS, the City of Statesboro and Bulloch County are undergoing major development in and around the corporate limits of Statesboro, necessitating increased water and sewer installation; and

WHEREAS, it is in the best interests of the public health, welfare, and safety of citizens in both the City of Statesboro and Bulloch County that the development take place with adequate water and sewer facilities to provide potable and fire protection water, and to collect and treat the wastewater generated; and

WHEREAS, the City and County have recognized the need to get the major water and sewer lines extended into areas adjacent to the City before the growth takes place, thereby assuring new development will be on water and sewer systems; and

WHEREAS, the City has needed a mechanism to help finance these extensions in a timely fashion, and has developed with the assistance of its consulting engineers a capital cost recovery fee district as the most suitable method; and

WHEREAS, the City of Statesboro with its consulting engineers has studied the area bounded by Veterans Memorial Parkway, Georgia Highway 67, Burkhalter Road, Pretoria-Rushing Road, and back to Cawana Road then to Brannen Street, minus the property already developed within the boundaries, and has determined that the area can be served as one sewer drainage basin by gravity sewer; and

WHEREAS, the City of Statesboro has adopted an ordinance authorizing the Mayor and City Council to establish capital cost recovery fee districts, and under that ordinance has passed a resolution establishing Capital Cost Recovery Fee District #1 for this Southeast Quadrant Area; and

WHEREAS, the fee can only be imposed on properties that annex into the City limits, and water and sewer service shall only be provided to property owners whose property is within the City limits that request said water and sewer service; and

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

WHEREAS, in order to install the major water and sewer lines ahead of the growth, the City will need to install some of them in property that is currently outside the corporate limits of Statesboro, and the Georgia Constitution at Article IX, Section II, Paragraph III requires a contract between a county and a city, for a city to expand its water and sewer services outside the City limits; and

WHEREAS, prior to making this major investment the Mayor and City Council of Statesboro need assurance that the County Commission is supportive of this plan to finance and install these water and sewer lines;

WHEREAS, the County has an interest in protecting the S&S Greenway and balancing growth between urbanizing areas and transitional areas referred to as Areas of Mutual Concern within the proposed Southeast Quadrant Area and Capital Cost Recovery District #1; and

WHEREAS, the County is supportive of planned annexation that considers logical boundaries, coordination of planning efforts, and the appropriate transfer of infrastructure and service delivery responsibilities; and

WHEREAS, the County is supportive of the City's plan to finance and install water and sewer lines according to proposed engineering plans so long as it results in a high quality of planned development that compliments the County's Future Land Use Plan.

NOW THEREFORE, in consideration of the mutual promises, obligations, and covenants set forth herein, the County and the City agree as follows:

1. The County hereby agrees that the City can establish one or more Capital Cost Recovery Fee Districts in areas contiguous to the corporate limits of Statesboro, or as mutually agreed upon if not contiguous, in order to help finance the cost of engineering design and construction of major water and sewer lines in areas outside the City limits.
2. The County hereby agrees that the City may expand its water and sewer system into any area within any such Capital Cost Recovery Fee District as established by formal resolution of the Mayor and City Council, thereby encouraging quality development and the expansion of both the City's and County's property tax base.
3. The County hereby agrees that the City may require annexation into the corporate limits of the City of Statesboro as a pre-condition to the availability of water or sewer services to any parcel of property lying within any designated Capital Cost Recovery Fee District.
4. The City Manager will notify the County Manager of plans for the establishment of any Capital Cost Recovery Fee District, and shall furnish him with a complete copy of the required engineering study and the duly adopted resolution establishing said district.
5. The City Manager will notify the County Manager when bids have been received, and a contract for construction has been awarded for any segment of any of the major water and sewer lines within any Capital Cost Recovery Fee District.

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

6. The City Manager will provide the County Manager with the most current map of each Capital Cost Recovery Fee District so that Bulloch County planning staff can notify potential developers of the location of said districts within the county, and the fees associated with properties lying within said districts.

7. The County and City hereby agree to approve a concept within one hundred twenty (120) days, and a firm consensus no later than one hundred eighty (180) days from the effective date for a future land use plan for the Capital Cost Recovery Fee District #1 and Areas of Mutual Concern that reflect the preferences of this agreement. "Areas of Mutual Concern" is defined as an area that shall generally be within five-hundred (500) feet of Capital Cost Recovery Fee District #1 boundaries.

8. The County and City hereby agree not to approve requests for rezoning, conditional uses or sketch plans for property within the Capital Cost Recovery Fee District #1, or Areas of Mutual Concern, without consideration of mutual input and will notify each other of receipt of such applications, and of the time, date and place of any joint planning staff reviews, public hearings or other public meetings concerning these actions. Input shall be provided within the normal deadlines for other agencies' and departments' comments. At least one joint planning staff review shall be held on each such development project.

9. The County and City hereby agree that all annexations in the Capital Cost Recovery Fee District #1 shall include logical and identifiable boundaries wherever possible and be timed in such a way which allows for transition of services between the City and County. Readily identifiable boundaries should include lakes, rivers, streams, railroads and highways. Nothing herein shall prohibit the annexation of a tract of land at the request of the owner(s) that does not meet these preferred criteria.

10. The County and City hereby agree that if residential densities are proposed in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern that are higher than 2.4 housing units per acre (currently the City's R-15 zoning designation), that those areas should be planned and concentrated near planned commercial services or nodes.

11. The County and City hereby agree that commercial uses and facilities in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern should be allocated in a reasonable amount and in a planned relationship to the people they will serve. Any future expansion of commercial uses in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern should be developed as centers or nodes rather than strips, and along roadways and intersections that have adequate capacity. Commercial facilities and uses should be very carefully considered so that they do not cause unnecessary traffic congestion and do not detract from the appearance of the community. However, it is recognized that the property fronting Georgia 67 between Briarwood Road and Burkhalter Road, will have commercial development which will serve a population greater than the CCR Fee District #1 and its Areas of Mutual Concern.

12. The County and City hereby agree that any newly proposed development in the Capital Cost Recovery Fee District #1 or an Area of Mutual Concern that generates traffic at or in excess of 1,000 daily trips according to the latest version of the Institute of Traffic Engineers Trip Generation manual shall require a traffic impact analysis. The content and detail of the traffic impact analysis shall be scaled according to valid trip generation estimates, and shall include

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

proposed project improvements for automobiles, bicycles or pedestrians that will improve capacity within the proximate right-of-way, with the cost of any such improvements shall be borne by the developer.

The County and City hereby agree that the future land use plan called for in Paragraph 7 above, shall determine the necessary right-of-way widths for any collector and arterial streets within the CCR Fee District #1 or an Area of Mutual Concern. Said rights-of-way shall be obtained and preserved as part of the development review process.

13. The County and City hereby agree except for collector streets, street patterns in new residential areas in Capital Cost Recovery Fee District #1 or an Area of Mutual Concern should be designed to provide convenient access and circulation for each living unit, but to discourage through traffic.

14. The County and City hereby agree that any required public improvements along any arterial or collector road systems within Capital Cost Recovery Fee District #1 shall be the financial responsibility of the City.

15. The County and City hereby agree that they will adopt and enforce ordinances that meet the requirements of the Georgia Stormwater Management Manual as it regards the speed and volume of stormwater leaving a developed site.

16. The County and City hereby agree that unless the county agrees to retain a road right-of-way in County jurisdiction, the City will annex the entire width of County roads and rights-of-way adjacent to an annexation boundary and will assume full responsibility for maintenance and agreed upon necessary improvements for those portions of roads on the effective date of the annexation. It may also be desirable to include in an annexation adjacent road sections to avoid dead-end segments or portions of roads that meander in and out of jurisdictions. Such situations may be negotiated on a case by case basis.

17. The County and City hereby agree that if any new development occurs as the result of an annexation by the City that requires access along the proposed route of the S&S Greenway before construction by the County has been completed; that as a condition of development permitting by the City, the developer shall be required to pave any portion of the roadway (not including the pedestrian or bicycle path) that is adjacent to his development. The design and construction of any roadway that interfaces with the County's proposed Greenway must be mutually agreed upon by the County and City, and may include traffic calming measures such as, but not limited to, curvatures, selective speed bumps, and lane narrowing.

18. The County and City hereby agree that the County shall own and maintain the right-of-way along the S&S Greenway subject to the provisions of right-of-way transfer set out in Paragraph 17 above, except that the County shall continue to own and maintain the portion of right-of-way to be used for the pedestrian and biking trail.

19. The City hereby agrees that it will consider amendments to its Zoning and Subdivision Ordinances that would require the same buffering requirements for properties adjacent to the S&S Greenway as those adopted by the County upon recommendation by its greenway consultant. Said buffering requirements may include special setbacks, strategic location of

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

access roads, and use of vegetative screens, earthen berms and fences to help reduce trespass of people, animals and vehicles.

20. The County and City hereby agree that until the City assumes the full maintenance and ownership of a former County road right-of-way, all municipal utility encroachments along designated County roads shall require a permit.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

BOARD OF COMMISSIONERS OF
BULLOCH COUNTY, GEORGIA

By: J. Garrett Nevil
J. Garrett Nevil, Chairman

Attest: Evelyn H. Wilson
Evelyn H. Wilson, Clerk

MAYOR AND COUNCIL OF THE CITY
OF STATESBORO, GEORGIA

By: William S. Hatcher
William S. Hatcher, Mayor

Attest: Judy M. McCorkle
Judy M. McCorkle, Clerk

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

ORDINANCE #2007-15: AN ORDINANCE AUTHORIZING A CAPITAL COST RECOVERY FEE FOR THE EXTENSION OF WATER AND SEWER TRUNK LINES INTO AREAS WITHIN AND ADJACENT TO THE CITY LIMITS

THAT WHEREAS, the City of Statesboro continues to experience significant growth within, and in close proximity to the city limits, and such growth is expected to continue; and

WHEREAS, the City needs a financial mechanism to install the water and sewer trunk lines that serve major drainage basins, and to do so ideally in front of the development taking place, so that the new construction is annexed into the City and is on both water and sewer service; and

WHEREAS, with the assistance of Hussey, Gay, Bell & DeYoung, the City's consulting engineers, the City staff has developed a mechanism to install said lines, and to recoup over time most of the City's principal needed to finance these lines; and

WHEREAS, the Mayor and City Council have reviewed this proposal, and wish to adopt it for use by the City of Statesboro;

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

Section 1. That the Statesboro Municipal Code is hereby amended by adding the following language to Chapter 82, UTILITIES:

“Sec. 82-72. Purpose of the capital cost recovery fee. The mayor and city council have determined that an effective means of financing the installation of the major trunk water and sewer lines inside and adjacent to the city limits, is to finance the cost using a GEFA loan or revenue bond with a twenty-year amortization period, and then to recoup most of the principal cost for said loan from a charge against each parcel or equivalent of such parcel. Said cost shall be determined based upon a detailed engineering study that includes an equitable mechanism for prorating the cost among all of the developable property (which excludes wetlands and road rights-of-way). As the property served by the major water and sewer trunk lines is developed, the fee would be paid into the water and sewer fund.

Sec. 82-73. Authorization for the capital cost recovery fee. The mayor and city council hereby establish a capital cost recovery fee (CCR fee), to be charged in any Capital Cost Recovery Fee District created under Sec. 82-74 below.

Sec. 82-74. Establishment of a CCR Fee District by resolution. The mayor and city council may by resolution establish a CCR Fee District, after receiving a detailed engineering study that identifies the sewer drainage basin to be served, and the water system necessary to service that drainage basin. The engineering study must provide a coherent, equitable methodology for apportioning the principal cost of the loan necessary to finance these major water and sewer lines between the various owners of the property, whether used for residential or commercial purposes. The initial costs to be imposed shall be as estimated for construction in the engineering study, and shown on the study's CCR Fee District Maps.

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

Sec. 82-74 Amendment of a CCR Fee District by resolution. The mayor and city council may amend by resolution a CCR Fee District whenever in their judgment the area needs to be enlarged or contracted, based upon the area to be served; or, to reflect the actual cost of construction once a major line has been installed. This will assure that the final cost of construction is the number used in computing the actual CCR Fee. The estimated costs are for planning purposes, and represent the engineering firm's best estimate of construction costs.

Sec. 82-75. Property must be within city limits to obtain water or sewer service within a CCR Fee District. No water or sewer service shall be offered or provided to any property or its owner within an established Capital Cost Recovery Fee District unless the property to be served has been annexed into the city limits of Statesboro prior to development, and the owner has entered into a Water and Sewer Agreement with the City. This will assure that the City's zoning, subdivision regulations, and development standards are met on each such development, and that it becomes a part of the City.

Sec. 82-76. Collection of the CCR Fee. The CCR Fee shall be collected at the time that a building permit is issued for a new development within a defined CCR Fee District. The City will not take partial payments of any kind.

Sec. 82-77. Separation as a source of revenue within the Water and Sewer Fund. The CCR Fee revenue shall be separated in the accounting records so that the amounts collected within a CCR Fee District can be tracked on an annual basis. The finance director shall be responsible for setting up the accounting system changes to do this.

Sec. 82-78. Appropriation of the CCR Fee. As long as there is any outstanding debt issued for any portion of a CCR Fee District, the revenues generated shall be classified as restricted cash set aside to pay that debt. In the event that sufficient CCR Fees are restricted to cover all principal and interest payments on said outstanding debt, any CCR Fees collected above that amount may be classified as unrestricted cash, and used for any purpose within the Water and Sewer Fund.

Sec. 82-79. Duration of a specific CCR Fee District. Any CCR Fee District established pursuant to this code shall remain in place until all of the available developable property within said district has been developed, and the required fees have been collected."

Section 2. That should any part of this ordinance be declared invalid by a court of competent jurisdiction, then the remaining portions of this ordinance shall continue in full force and effect.

Section 3. That this ordinance shall be effective from and after its adoption on two separate readings.

First Reading: May 1, 2007
Second Reading: May 15, 2007

MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: _____
William S. Hatcher, Mayor

Attest: _____
Judy M. McCorkle, City Clerk



**CITY OF STATESBORO
CITY COUNCIL MINUTES
October 04, 2011**

A regular meeting of the Statesboro City Council was held on October 04, 2011 at 9:00 a.m. in the Council Chambers at City Hall. Present were Mayor Pro Tem Will Britt, Council Members: Tommy Blitch, John Riggs, Gary Lewis and Travis Chance. Also present were City Manager Frank Parker, City Clerk Sue Starling, City Engineer Robert Cheshire, and Director of Community Development Mandi Cody. Mayor Joe Brannen was absent.

Note: Councilman Travis Chance arrived to the meeting at 9:15a.m.

Approval of Minutes:

a) September 20, 2011 Council Minutes

Councilman Riggs made a motion, seconded by Councilman Blitch to approve the minutes of September 20, 2011. Councilman Blitch, Riggs and Lewis voted in favor of the motion. The motion carried by a 3-0 vote.

Recognitions/Public Presentations

a) Retirement recognition of Police Commander J.R. Holloway

Public Safety Director Wendell Turner and Mayor Pro Tem Will Britt presented Police Commander J.R. Holloway with a retirement plaque and thanked him for his many years of service to the City of Statesboro.

Public Comments (Agenda Item): None

Consideration of a Motion to approve Special Event Permit:

a) Theatre Production (Shakespeare on Trial) - Tim Chapman Averitt Center for the Arts

Councilman Lewis made a motion, seconded by Councilman Blitch to approve the Special Event Permit for the Averitt Center for the Arts. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

Public Hearing and Consideration of a motion to approve 2nd Reading of Ordinance 2011-07: An Ordinance Amending Chapter 2 of the Statesboro Municipal Code Regarding Authorities, Boards and Commissions- Statesboro Planning Commission

Councilman Riggs made a motion, seconded by Councilman Lewis to approve 2nd Reading of Ordinance 2011-07: An Ordinance Amending Chapter 2 of the Statesboro Municipal Code Regarding Authorities, Boards and Commissions- Statesboro Planning Commission with the condition to add Post 6 to Section 1-Section 2-67 #2. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a motion to approve 1st reading of Ordinance 2011-08: An ordinance amending Chapter 66 of the Statesboro Code of Ordinances (Solid Waste) by replacing it in its entirety.

Councilman Riggs made a motion, seconded by Councilman Lewis to approve the 1st reading of Ordinance 2011-08: An ordinance amending Chapter 66 of the Statesboro Code of Ordinances (Solid Waste) by replacing it in its entirety. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to approve the following request:

- a. **APPLICATION # CUV 11-08-02: Alltel Wireless Communications requests a conditional use variance from Article XXVI of the *Statesboro Zoning Ordinance* to construct and operate a 100' monopole wireless telecommunication tower on property located at Brannen Street.**

Mr. William Howard representing EQV Development spoke on behalf of Alltel in favor of the variance request to construct a telecommunication tower. Councilman Chance made a motion, seconded by Councilman Lewis to approve APPLICATION # CUV 11-08-02: Alltel Wireless Communications requests a conditional use variance from Article XXVI of the *Statesboro Zoning Ordinance* to construct and operate a 100' monopole wireless telecommunication tower. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

- b. **APPLICATION # V 11-08-03: Maxwell-Reddick & Associates, on behalf of Heyhami Group, LLC requests a variance from Article XV of the *Statesboro Zoning Ordinance* regarding signage for property located on Henry Boulevard.**

Joey Maxwell representing Maxwell Reddick and Assoc. spoke on behalf of the Heyhami Group, LLC in favor of the variance for signage of the Steak and Shake restaurant. Councilman Riggs made a motion, seconded by Councilman Blitch to approve APPLICATION # V 11-08-03: Maxwell-Reddick & Associates, on behalf of Heyhami Group, LLC requests a variance from Article XV of the *Statesboro Zoning Ordinance* regarding signage for property located on Henry Boulevard with the condition the sign height not to exceed 9 ft. above the concrete. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a motion to approve 2nd Reading of Ordinance 2011-07: An Ordinance Amending Chapter 2 of the Statesboro Municipal Code Regarding Authorities, Boards and Commissions- Statesboro Planning Commission

Councilman Riggs made a motion, seconded by Councilman Lewis to approve 2nd Reading of Ordinance 2011-07: An Ordinance Amending Chapter 2 of the Statesboro Municipal Code Regarding Authorities, Boards and Commissions- Statesboro Planning Commission with the condition to add Post 6 to Section 1-Section 2-67 #2. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a motion to approve 1st reading of Ordinance 2011-08: An ordinance amending Chapter 66 of the Statesboro Code of Ordinances (Solid Waste) by replacing it in its entirety.

Councilman Riggs made a motion, seconded by Councilman Lewis to approve the 1st reading of Ordinance 2011-08: An ordinance amending Chapter 66 of the Statesboro Code of Ordinances (Solid Waste) by replacing it in its entirety. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Public Hearing and Consideration of a Motion to approve the following request:

- a. **APPLICATION # CUV 11-08-02: Alltel Wireless Communications requests a conditional use variance from Article XXVI of the *Statesboro Zoning Ordinance* to construct and operate a 100' monopole wireless telecommunication tower on property located at Brannen Street.**

Mr. William Howard representing EQV Development spoke on behalf of Alltel in favor of the variance request to construct a telecommunication tower. Councilman Chance made a motion, seconded by Councilman Lewis to approve APPLICATION # CUV 11-08-02: Alltel Wireless Communications requests a conditional use variance from Article XXVI of the *Statesboro Zoning Ordinance* to construct and operate a 100' monopole wireless telecommunication tower. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

- b. **APPLICATION # V 11-08-03: Maxwell-Reddick & Associates, on behalf of Heyhami Group, LLC requests a variance from Article XV of the *Statesboro Zoning Ordinance* regarding signage for property located on Henry Boulevard.**

Joey Maxwell representing Maxwell Reddick and Assoc. spoke on behalf of the Heyhami Group, LLC in favor of the variance for signage of the Steak and Shake restaurant. Councilman Riggs made a motion, seconded by Councilman Blitch to approve APPLICATION # V 11-08-03: Maxwell-Reddick & Associates, on behalf of Heyhami Group, LLC requests a variance from Article XV of the *Statesboro Zoning Ordinance* regarding signage for property located on Henry Boulevard with the condition the sign height not to exceed 9 ft. above the concrete. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

- c. **APPLICATION # SE 11-08-04: Applicant requests a special exception for property located on Brannen Street to allow for the use of property as auto sales.**

Bill Daniel representing Dan Vaden Auto Sales spoke in favor of the special exception for the property's use on Brannen Street. The right of way parcels will be dedicated to the City of Statesboro. Councilman Riggs made a motion, seconded by Councilman Blitch to approve **APPLICATION # SE 11-08-04**: Applicant requests a special exception for property located on Brannen Street to allow for the use of property as auto sales with conditions recommended by staff. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to approve Resolution 2011-31: A Resolution Adopting the Schedule of Fees and Charges for the Water and Wastewater Department of the City of Statesboro, Georgia.

Councilman Riggs made a motion, seconded by Councilman Blitch to approve **Resolution 2011-31**: A Resolution Adopting the Schedule of Fees and Charges for the Water and Wastewater Department of the City of Statesboro, Georgia. Councilman Blitch, Riggs, and Lewis voted in favor of the motion. Councilman Chance voted against the motion. The motion carried by a 3-1 vote.

Consideration of a Motion to approve the purchase of 21 Taser X2 devices and accessories from DGG Taser in the amount of \$27,435.29; funding is from the 2011 Justice Assistance Grant and Seized Drug Funds. DGG taser is the sole source provider of Tasers in Georgia.

Councilman Lewis made a motion, seconded by Councilman Chance to approve the purchase of 21 Taser X2 devices and accessories from DGG Taser in the amount of \$27,435.29; funding is from the 2011 Justice Assistance Grant and Seized Drug Funds. DGG taser is the sole source provider of Tasers in Georgia. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion to award the purchase of a 2012 Peterbilt side-loader refuse truck to Peterbilt Truck Centers of Savannah in the amount of \$229,537.00 via a bid price extension from a previous bid award by Council on April 5, 2011 as they offered the lowest responsive bid.

Councilman Blitch made a motion, seconded by Councilman Riggs to award the purchase of a 2012 Peterbilt side-loader refuse truck to Peterbilt Truck Centers of Savannah in the amount of \$229,537.00 via a bid price extension from a previous bid award by Council on April 5, 2011 as they offered the lowest responsive bid. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

EXHIBIT D: INTERGOVERNMENTAL AGREEMENT CONT'D

Consideration of a Motion to approve award of Contract to Ellis Wood Contracting in the amount of \$66,000 to make roadway improvements at the intersection of S. Zetterower Ave. and Brannen St. project to be funded by 2007 SPLOST

Councilman Lewis made a motion, seconded by Councilman Blich to approve contract to Ellis Wood Contracting in the amount of \$44,675.00 to make roadway improvements at the intersection of S. Zetterower Ave. and Brannen St. This project is to be funded by 2007 SPLOST but was not included in the original Council Packet. It was brought to Council just before the start of the meeting. City Engineer Robert Cheshire stated he negotiated a lower price after the original proposal was included in the Packet. Councilman Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

Consideration of a Motion for the elimination of Capital Cost Recovery (CCR) fees for the Southeast Annexation area (Cawana Road)

Councilman Riggs made a motion, seconded by Councilman Blich to approve the elimination of Capital Cost Recovery (CCR) fees for the Southeast Annexation area (Cawana Road) and to retain the Intergovernmental Agreement. Councilman Blich, Riggs, and Chance voted in favor of the motion. Councilman Lewis left the meeting briefly. The motion carried by a 3-0 vote.

Reports from Staff:

a) City Manager's Report

City Manager Frank Parker announced the April 1st and April 19th, 2010 Budget Retreat would be re-held on Tuesday October 11, 2011 at 9:00 am at the Gateway Pond House

Director of Public Safety Wendell Turner updated Council on the billboards that would be appearing around Statesboro recognizing the "Operation Statesboro Blues" project.

b) Department Head Reports: None

Public Comments (General):

Allen Muldrew (DSDA) thanked the City for their involvement in the "Downtown Excellence" award that was presented to DSDA by the Department of Community Affairs Main Street Program.

Other Business from City Council

a) Nomination and acceptance of nominations for three seats on the Statesboro Planning Commission

The nominations for the vacant seats on the Planning Commission are:

a) Johnathan Mc Collar – 4 year term-Post 6

Councilman Blitch made a motion, seconded by Councilman Lewis to approve the nomination of Johnathan McCollar to the Statesboro Planning Commission for a 4 year term. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

b) Rick Barr- 2 year term- Post 7

Councilman Lewis made a motion, seconded by Councilman Riggs to approve the nomination of Rick Barr to the Statesboro Planning Commission for a 2 year term. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote.

c) Nick Propps- remainder of 4 year term-Post 2 or 4

Councilman Blitch made a motion, seconded by Councilman Lewis to approve the nomination of Nick Propps to the Statesboro Planning Commission for a 4 year term. He will currently serve 3 years for the remainder of a 4 year term. Councilman Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 4-0 vote

Consideration of a Motion to Adjourn

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

The meeting was adjourned at 11:30 a.m.

EXHIBIT E: PHOTOS OF SUBJECT SITE CONT'D

Figure 1: Subject Site from S&S Railroad Bed



Figure 2: Undeveloped property to direct North of Subject Site

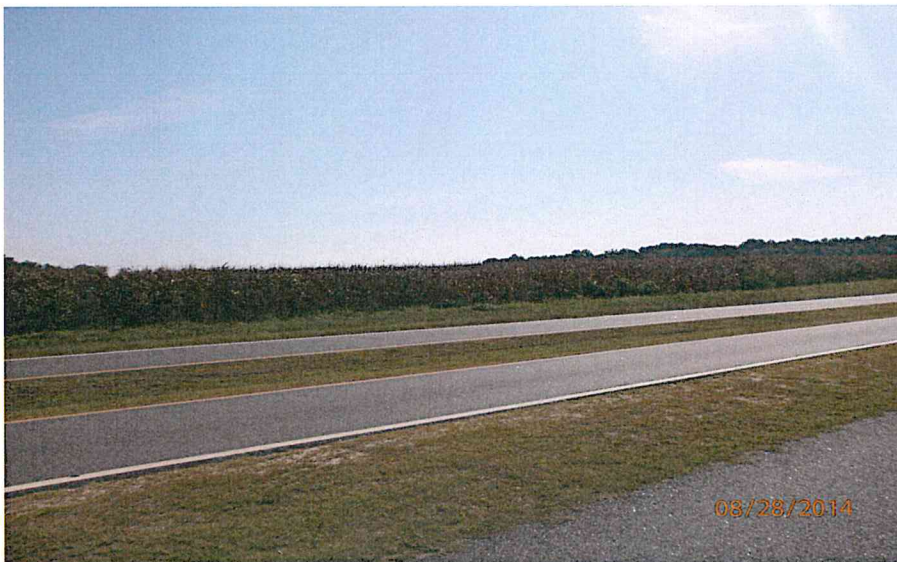


EXHIBIT C: PHOTOS OF SUBJECT SITE CONT'D

Figure 3: Adjacent property to the East (Currently requesting rezone for PUD)



Figure 4: Boundary line of subject site behind Sally Z Elementary School on Cawana.



EXHIBIT C: PHOTOS OF SUBJECT SITE CONT'D

Figure 5: Construction on site recently purchased by Connection Church that is adjacent to the west of the subject site.

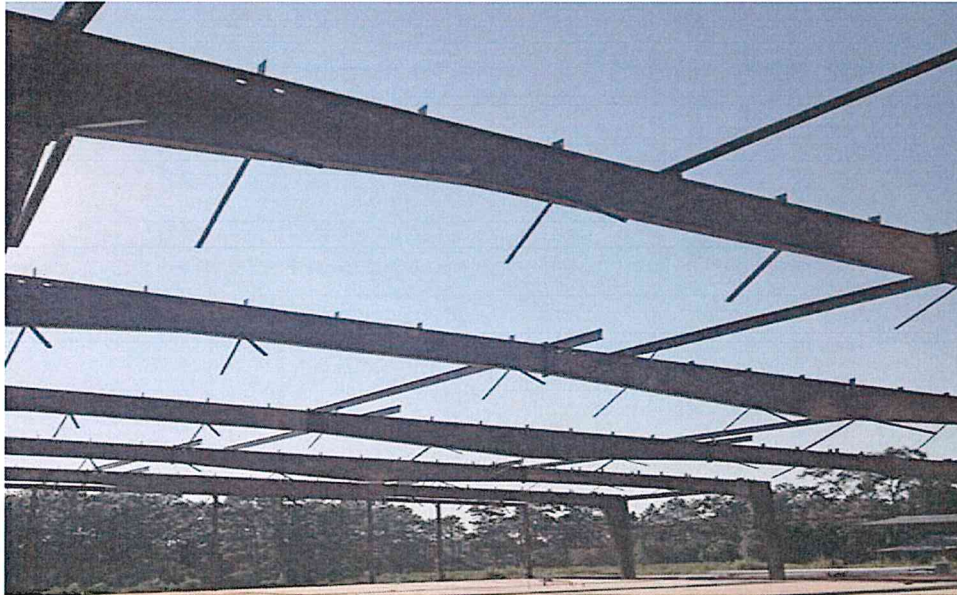
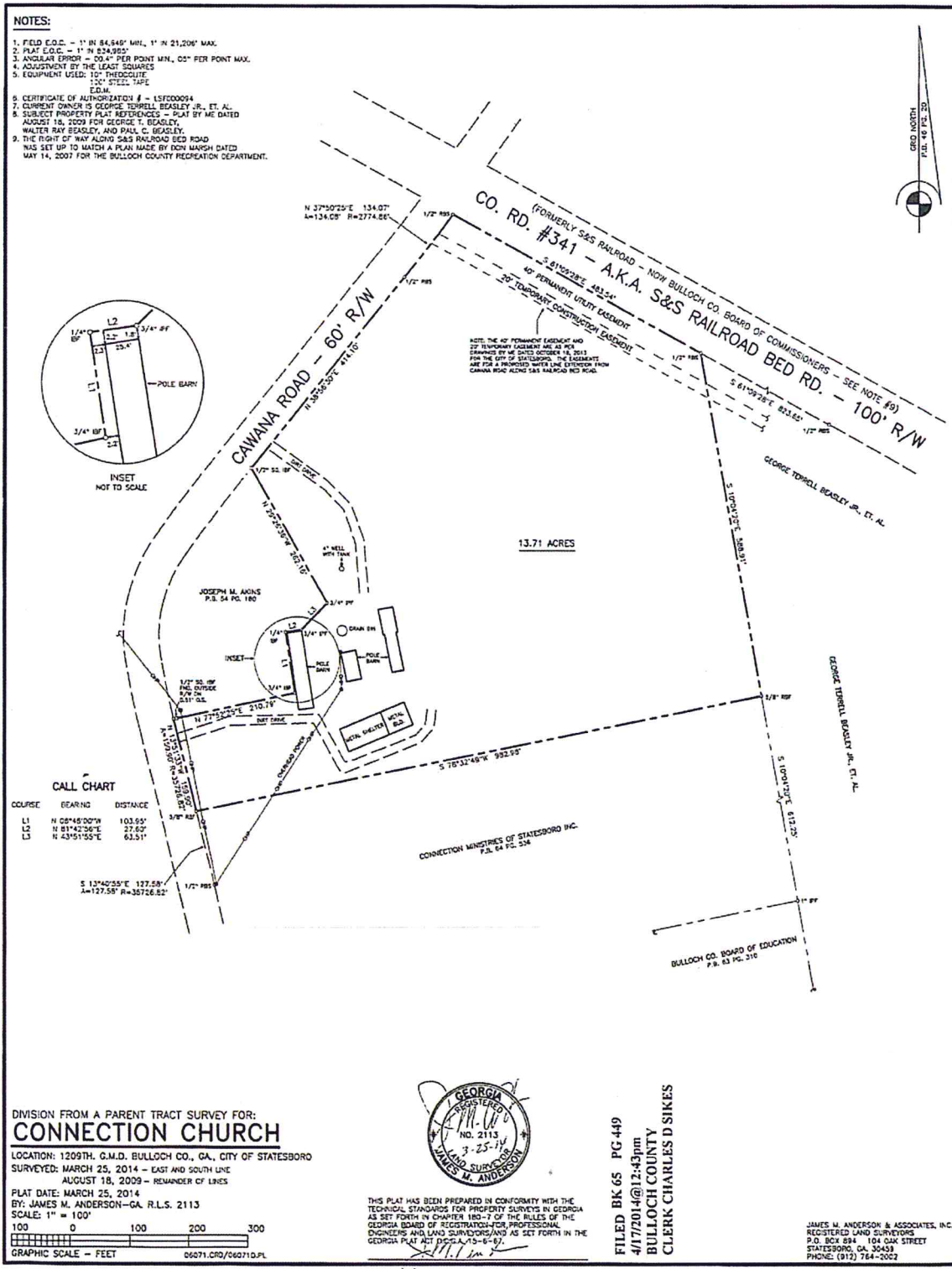


EXHIBIT F: PLAT OF SITE RECENTLY PURCHASED BY CONNECTION CHURCH





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

V 14-07-04
VARIANCE REQUEST
351 Rucker Lane

LOCATION: 351 Rucker Lane

REQUEST: Variance from Section 702 of the *Statesboro Zoning Ordinance* regarding building height.

APPLICANT: H. Jackson Wallace

OWNER(S): Rucker Holdings, LLC

LAND AREA: 24.8 acres

PARCEL TAX MAP #: MS52000004 000

COUNCIL DISTRICT: 2 (Lewis)



PROPOSAL:

The subject site of this request is zoned R4 (High Density Residential) and is currently being developed for high density residential use. The applicant is requesting a variance from Article VII, Section 702 of the *Statesboro Zoning Ordinance* to allow for a building height of 45' for the proposed development.

BACKGROUND:

The subject site was granted a variance from the same provision of this application to allow for a maximum height of 41' for construction of apartment buildings on June 18, 1997 pursuant to Case #V 97-06-01; however, that variance was never exercised and has since expired.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	R4 (High Density Residential); R25 (Single Family Residential – Bulloch County)	Multifamily Residential and Single Family Residential
SOUTH:	R4 (High Density Residential); CR (Commercial Retail)	Multifamily Residential and Commercial
EAST:	R4 (High Density Residential); Exempt	Multifamily Residential and Georgia Southern University campus.
WEST	R10 (Single Family Residential) & R25 (Single Family Residential – Bulloch County)	Multifamily residential; Single Family Residential & Undeveloped

The subject site is surrounded by a mix of uses including the GSU campus, multifamily student oriented housing, and various commercial developments. Several apartment complexes, or multifamily housing, about the subject site such as The Forum, The Woodlands, Caribe Condos, the newly built 111 South, and Monarch 301.

COMPREHENSIVE PLAN:

The subject site is located within the Established Character Area as identified by the *City of Statesboro Comprehensive Master Plan*. The proposed use, along with retail, commercial, small-scale office, and single family residential are all appropriate land uses for the Established character area.

The *Plan* recognizes that "some neighborhoods within this area are facing decline or even worse, issues with blight. These neighborhoods may require extra attention to return them to viable neighborhoods." *Community Agenda, page 14*. Some suggested implementation strategies for the Established character area include promoting redevelopment of underutilized or vacated properties and promoting an interconnected street grid through appropriate revisions to development regulations. The potential for "infill and redevelopment" was recognized as an opportunity by the *Plan* stating that "vacant or underutilized sites can become an eyesore and also lead to problems with vandalism or other criminal behavior".

TRANSPORTATION:

The subject site currently takes vehicular and pedestrian access from Rucker Lane off of Highway 301 South. Additionally, a roadway connecting Highway 301 South directly into the development is being constructed to City standards by the applicant with intentions to dedicate it as a City of Statesboro public right of way.

COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):

The subject property is served by all City services including water, sewer, natural gas, sanitation, and public safety. There are no known issues related to the City's ability to provide public services and utilities to this site or the project contemplated within these applications.

ENVIRONMENTAL:

The subject site does not lie within a special flood hazard zone but does contain wetlands; however, any concerns regarding the wetlands have already been addressed at the permitting stage. No environmental impact is expected as a result of the variances requested herein or the project anticipated by applicant.

ANALYSIS:

The subject site is zoned R4 (High Density Residential) and is currently being developed as a multifamily development as permitted by the R4 zoning district. Article VII, Section 702 of the *Statesboro Zoning Ordinance* restricts building height (defined as a building's vertical measurement from the mean level of the ground to a point midway between the highest and lowest points on the roof – Section 201[15]) for any dwelling to a maximum of 35' and not to exceed three (3) stories. This development has obtained a Land Disturbing Permit as well as a Building Permit based on elevation plans submitted showing a maximum height of 35' as required by the *Statesboro Zoning Ordinance*. However, the applicant wishes to amend the building permit to allow a maximum height of 45' (but not to exceed 3 stories) to give the apartment buildings a more aesthetically pleasing appearance. (**See Exhibit B**). The additional requested height will only increase the roof pitch and will not add an additional floor to be occupied by humans. The City of Statesboro Fire Department has been consulted in this review and agrees that the City has the appropriate equipment to service the needs of this development.

The City Council has granted at least 19 height variances since 1995, with one of those being for the subject property itself. The following are examples of height variances awarded for similar projects:

- V 11-04-01 Rucker 111 granted a 20' variance (to 55') for a four story building.
- V 07-12-03: Hill Pond Lane/Campus Crest granted a 20' height variance (to 55').
- V 05-09-08: Tillman Park Condominiums granted a 13' height variance (to 48').
- RZ 05-03-05: The Grove at Brampton Avenue awarded a 5' height variance (to 40').
- V 10-11-03: The Forum at Highway 301 South awarded a 3' height variance (to 38').

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

- (1) **There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - There are no special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic that is not common to other land or buildings in the general vicinity or the same zoning district.
- (2) **The special conditions and circumstances do not result from the actions of the applicant;**
 - The application for consideration is the result of the actions of the applicant for aesthetic purposes.
- (3) **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
 - Application of the ordinance to this particular piece of property would not create an unnecessary hardship in terms of land use and ordinance application.
- (4) **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**
 - A relief from the ordinance would allow the applicant to create a more unique development. The increased height would only increase the height of the roof and not create an additional floor for human occupation. As such, there are no safety hazards of people created by the additional height.
 - The Fire Department has been consulted and agreed that they have the necessary equipment to service this development (as well as buildings taller than this request).
 - Relief, if granted, would not cause substantial detriment to the public good nor would it impair the purposes and intent of the zoning regulations. Each consideration of the *Statesboro Zoning Ordinance* considered herein may be addressed through proper life safety arrangements and building codes (setback and building separation variance request); appropriate parking arrangements (which are permitted by the Code); and appropriate provision of access to the proposed parcel (the three alternatives explained above).
 - A grant of relief of this application would serve the vision of the *Statesboro Comprehensive Master Plan*, its development strategies, and policies.

STAFF RECOMMENDATION:

There are no known life safety issues associated with this request. As such, staff does not have an objection to the granting of the variance requested by this application. If the requested variance is granted, staff recommends the following condition:

1. Building height must not exceed 45' or 3 stories.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission voted 0-5 to recommend approval the requested variance application V 14-07-04 with the follow condition:

1. Building height must not exceed 45' or 3 stories.

(Please note: Renderings (Exhibit B) submitted for reference only. Approval of the variances requested herein does not constitute approval of any final site plan or variance).

EXHIBIT A: LOCATION MAP



EXHIBIT B: ILLUSTRATIONS OF DIFFERING ELEVATIONS



Elevation at 35' as required by the Statesboro Zoning Ordinance (currently permitted).



Elevation at the proposed 45' if variance is granted.

EXHIBIT C: PHOTOS OF SUBJECT SITE AND ADJACENT PROPERTIES



Figure 1: Subject Site currently under construction showing the adjacent property to the south (The Forum).

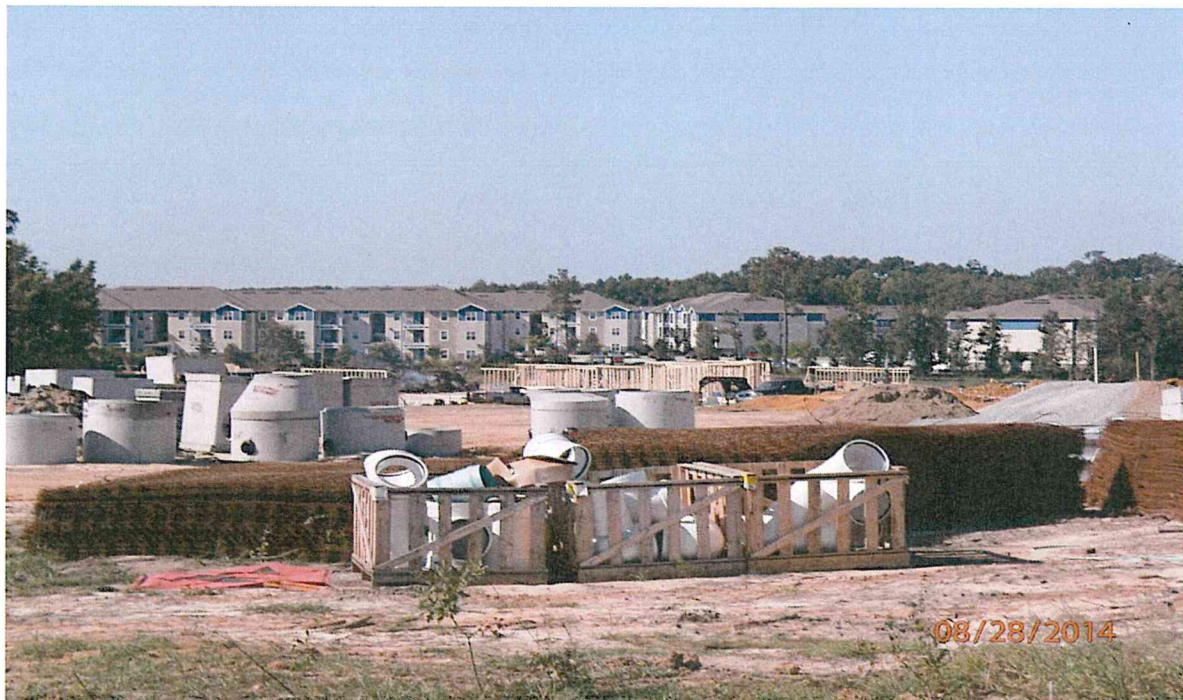


Figure 2: Subject Site currently under construction showing the adjacent property to the south (The Forum).

EXHIBIT C: PHOTOS OF SUBJECT SITE AND ADJACENT PROPERTIES (CONTINUED)



Figure 3: Adjacent property to the north of the subject site (111 South Apartments)



Figure 4: Adjacent property to the north of the subject site (Caribe Condos)

EXHIBIT C: PHOTOS OF SUBJECT SITE AND ADJACENT PROPERTIES (CONTINUED)



Figure 5: Access road being built connecting Highway 301 with the subject property to be deeded to the City of Statesboro as public right of way.



Figure 6: Access road being built from the subject site onto Highway 301 South.



City of Statesboro – Department of Community Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

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

**Zoning Map Amendment
 RZ 14-08-01 - 104 Aruba Drive**

LOCATION: 104 Aruba Drive

REQUEST: Rezone from R4 (High Density Residential) to CR (Commercial Retail)

APPLICANT: The Islands Phase III, LLC

OWNER(S): The Islands Phase III, LLC

LAND AREA: 4.89 acre portion of the existing 42.29 acre parcel

PARCEL TAX MAP #s: MS630000020 003

COUNCIL DISTRICT: 3 (Britt)



PROPOSAL:

The applicant is requesting rezoning of a 4.89 acre portion of the subject property that fronts Lanier Drive and is immediately south of Nassau Drive from R4 (High-Density Residential) to CR (Commercial Retail) District in order to construct a small shopping center. (**Exhibit A – Location Map & Exhibit B - Conceptual Site Plan**).

BACKGROUND:

The subject area of this request is a 4.89 acre portion of the 42.29 acre site of The Islands Phase III subdivision – a student oriented housing development located off of Lanier Drive. The subdivision is split zoned R4 (High Density Multi Family Residential) and R3 (Multi Family Medium Density Residential). This split zoning is the result of previous Council decisions to decrease densities and buffer between the higher density portions of the development adjacent to the lower density uses from what use to be the municipal boundary between the City and County before the sites were annexed into the City.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH	R4 (High Density Residential); PUD (Bulloch)	Multi-family (The Islands III); Undeveloped
SOUTH	R3 (Medium Density Residential), R6 (Single Family Residential), R4 (High Density Residential) and PUD (Bulloch County)	Single and Multi-family (The Islands); Undeveloped
EAST:	R4 (High Density Residential)	Multi-family (The Islands)
WEST	PUD (Bulloch County)	Undeveloped

Properties to the immediate north, south, and east are utilized as multi-family and single family residential homes and are all part of The Islands subdivision. Property to the west is zoned PUD Bulloch County and is undeveloped. (**See Exhibit C**).

COMPREHENSIVE PLAN:

The subject site lies within the "Developing" character area as identified by the City of Statesboro Future Development Map within the *City of Statesboro Comprehensive Plan*. The Developing character area is primarily residential in nature, although "nodal commercial development should be included to serve the needs of the residents" and is "under pressure to grow in a suburban manner." "These developing areas can be found at the periphery of the city, adjacent to existing suburban development and highway corridors. *Statesboro Comprehensive Plan, Community Agenda*, page 16.

Small to mid-sized commercial retail is an appropriate land use for properties within the Developing character area. Land uses and development patterns should promote opportunities for appropriate blending of residential, office, and commercial development. Some suggested development and implementation strategies for the area include the following:

- Encourage compatible architecture styles that maintain the regional character, and restrict "franchise" or "corporate" architecture.
- Developments should blend residential uses with schools, parks, retail business, and services to serve the residences needs.
- There should be sidewalk facilities between the mixed uses to encourage walking and minimize the need for auto trips.
- There should be good vehicular connectivity to retail/commercial services as well as internal street connectivity, connectivity to adjacent properties/subdivisions, and multiple site access points.
- Residential development with healthy mix of uses (offices, corner groceries, barber shops, drug stores) within easy walking distances of residences.
- Addition of new uses to single use sites (restaurants and shopping added to office parks).
- New development that contains a mix of residential, commercial uses and community facilities at small enough scale and proximity to encourage walking between destinations.
- Residential development that incorporate "corner commercial" sites, such as dry cleaning or convenience grocery, or similar retail services.
- Clustering development to preserve open space within site.
- Enlisting significant site features (view corridors, water features, farm land, wetland, trails, parks, storm retention, etc.) as amenity that shapes identity and character of the development.
- Site plans, building design and landscaping that are sensitive to natural features of the sites, including topography and views.
- Create neighborhood focal points by locating schools, community centers or well-designed small scale commercial activity centers at suitable locations, within walking distance of residences. Especially areas of concentration for regionally marketed commercial and retail centers, office, and employment areas.

2009 Statesboro Comprehensive Plan, Community Agenda pages 16-17

2014 Statesboro Comprehensive Plan Update, pages 20-21.

It should be noted that many of these strategies are evidenced within the existing Islands development.

TRANSPORTATION:

The subject property is accessed from Lanier Drive.

This segment of Lanier Drive is not served by sidewalks, curbs, or gutters. However, there is a sidewalk system internal to the Islands subdivision terminating at the intersection of Aruba Avenue and Lanier Drive.

COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):

The subject site has existing availability to be served by city water. Sewer will need to be extended by the Developer and will be addressed during the building permit process. No significant impact is expected on community facilities as a result of this request.

ENVIRONMENTAL:

There are no known environmental issues, floodplains, or wetlands associated with this property. There is no expected environmental impact associated with this request.

ANALYSIS:

The request to rezone should be evaluated within the context of the land use policies and the zoning ordinance for the City of Statesboro.

The applicant's request to rezone the subject property from R4 (High Density Residential) to CR (Commercial Retail) is not inconsistent with the vision or land use policies adopted in the *Statesboro Comprehensive Plan* or those articulated within the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan*. The *Statesboro Comprehensive Plan* adopts a goal of "promot[ing] infill and redevelopment" stating that "infill development, which consists of developing vacant lots dispersed in developed areas, strengthens neighborhoods and reinvests money into infrastructure which is already in place. (*Community Agenda, page 51*). The requested rezoning and subsequent construction proposed for the subject site would achieve this goal of the *Comprehensive Plan*.

Section 2007 of the Statesboro Zoning Ordinance provides eight (8) standards for the Mayor and City Council to consider "in making its determination" regarding a zoning map amendment and "balancing the promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property." Those standards are as follows:

- (1) Existing uses and zoning or (of) property nearby;
 - Existing uses and zones include medium and high density residential.
 - Adjacent property is owned by Georgia Southern University and is exempt from zoning. It is being considered for development as an arena/conference center by Georgia Southern University.
- (2) The extent to which property values are diminished by the particular zoning restrictions.
- (3) The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.
- (4) The relative gain to the public, as compared to the hardship imposed upon the property owner.
- (5) The suitability of the subject property for the zoned purposes.
 - The site is suitable for mixed use.
- (6) The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.
 - The property is zoned for high density development and is surrounded by student oriented housing. The City of Statesboro student housing market is maximized for the near future. Rezoning to higher need uses is advisable.
- (7) The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas; and
 - Existing uses and zoning of nearby property range from undeveloped to high density residential. This request, if approved, is not expected to have a significant impact on population density, community facilities, living conditions, traffic patterns and congestion, environmental aspects, or property values in adjacent areas.
- (8) Consistency with other governmental land use, transportation, and development plans for the community.
 - This request is consistent with 2009 Comprehensive Plan, proposed 2014 Update, and the *2035 Bulloch County/City of Statesboro Long Term Transportation Plan*.

STAFF RECOMMENDATION:

Staff recommends approval of a zoning map amendment to Commercial Retail with the following conditions/development standards:

- 1) Permissible uses shall be restricted to those uses permissible by right in the Central Business District for the City of Statesboro.
- 2) Restaurants may include outdoor seating areas, but are limited to sit down service or walk up service only. Drive through facilities are not permissible.
- 3) Convenience or general merchandise stores are permissible, but gasoline or fuel pump stations are prohibited.
- 4) Each tenant space shall be limited in square footage not to exceed 15,000 square feet.
- 5) This area shall be subject to Sign District 3 for the City of Statesboro for a planned unit development.
- 6) This property should not be buffered or separated from the adjacent residential areas, but shall be connected by pedestrian walkways/paths internally and to the adjacent residential area.
- 7) Accessory structures are prohibited.

- 8) The pedestrian areas shall be planted with street trees in accordance with the Statesboro Tree Ordinance and be furnished with street furniture, including but not limited to benches, litter receptacles, light poles, etc.
- 9) All outdoor storage shall be screened.
- 10) New buildings shall be compatible in size, scale, and mass with buildings and architectural styles prevalent in the adjacent residential area.
- 11) Buildings shall face street frontage or have double frontage.
- 12) A consistency of high quality architecture shall be used throughout the development.
- 13) Large display windows should be employed on ground floor storefronts. Display windows should be framed to visually separate the ground floor from the second floor.
- 14) All buildings with a flat roof should have a decorative cornice at the top of the building; or eaves when the building is designed with a pitch roof.
- 15) Minimum lot size shall be 10,000 square feet. Maximum front setback shall be 10'.
- 16) No less than 50% of parking spaces shall be to the rear or side of buildings.
- 17) Landscaping shall meet the requirements of the Statesboro Tree Ordinance.
- 18) Sidewalk connectivity to and along Lanier Drive must be provided.
- 19) All other applicable development regulations of the City of Statesboro shall apply unless exempted herein.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission voted 5-0 to recommend approval of the zoning map amendment requested by application RZ 14-08-01 with the following **conditions**:

- 1) Permissible uses shall be restricted to those uses permissible by right in the Central Business District for the City of Statesboro.
- 2) Restaurants may include outdoor seating areas, but are limited to sit down service or walk up service only. Drive through facilities are not permissible.
- 3) Convenience or general merchandise stores are permissible, but gasoline or fuel pump stations are prohibited.
- 4) Each tenant space shall be limited in square footage not to exceed 15,000 square feet.
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- 6) This property should not be buffered or separated from the adjacent residential areas, but shall be connected by pedestrian walkways/paths internally and to the adjacent residential area.
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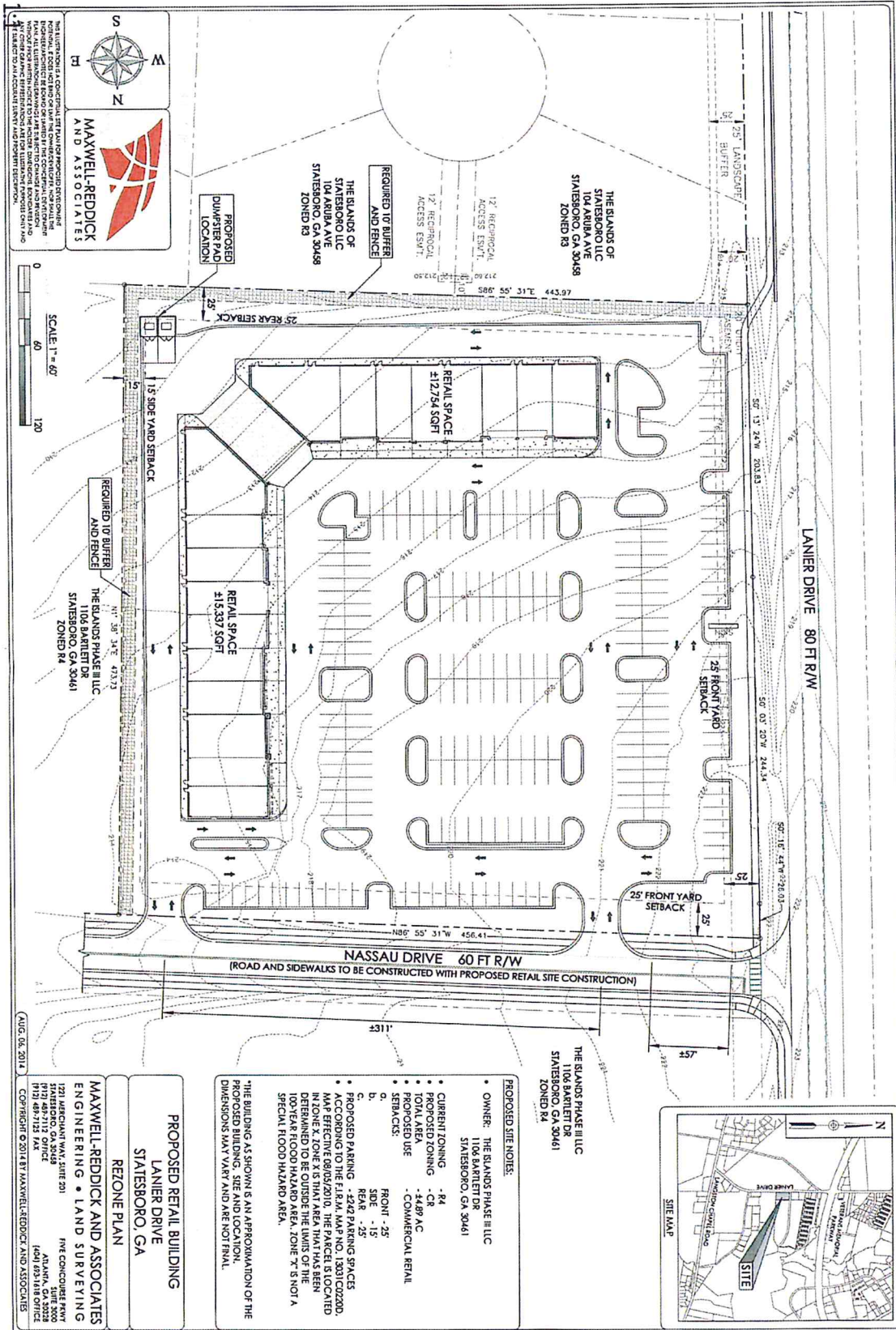
- 18) Sidewalk connectivity to and along Lanier Drive must be provided.
- 19) All other applicable development regulations of the City of Statesboro shall apply unless exempted herein.

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

EXHIBIT A: LOCATION MAP



EXHIBIT B: CONCEPTUAL SITE PLANS





MAXWELL-REDDICK AND ASSOCIATES

THIS LAYOUT IS A CONCEPTUAL SITE PLAN FOR PROPOSED DEVELOPMENT. IT IS NOT TO BE CONSIDERED A FINAL DESIGN OR CONSTRUCTION DOCUMENT. THE LAYOUT IS SUBJECT TO CHANGE WITHOUT NOTICE. THE LAYOUT IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE LAYOUT IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE LAYOUT IS NOT TO BE USED FOR ANY OTHER PURPOSES.

SCALE: 1" = 60'
 0 60 120

PROPOSED RETAIL BUILDING
 LANIER DRIVE
 STATESBORO, GA
 RETAIL PLAN

MAXWELL-REDDICK AND ASSOCIATES
 ENGINEERING • LAND SURVEYING

1221 MERCANTILE WAY, SUITE 201
 STATESBORO, GA 30461
 912) 487-7112 OFFICE
 912) 487-7123 FAX

INDEPENDENT ENGINEERING
 ALABAMA, GA 30028
 1401 693-1418 OFFICE

COPYRIGHT © 2014 BY MAXWELL-REDDICK AND ASSOCIATES

- PROPOSED SITE NOTES:**
- OWNER: THE BLANDS PHASE III LLC
1106 BARTLETT DR
STATESBORO, GA 30461
 - CURRENT ZONING: - R4
 - PROPOSED ZONING: - CR
 - TOTAL AREA: - 4.89 AC
 - PROPOSED USE: - COMMERCIAL RETAIL
 - SETBACKS:
 - FRONT: - 25'
 - REAR: - 25'
 - SIDE: - 15'
 - PROPOSED PARKING: 85% PARKING SPACES
 - ACCORDING TO THE A.B.M. MAP NO. 1201(C)2020D, MAP EFFECTIVE 08/05/2010, THE PARCEL IS LOCATED IN ZONE X-5 THAT AREA THAT HAS BEEN DETERMINED TO BE OUTSIDE THE LIMITS OF THE 100-YEAR FLOOD HAZARD AREA, ZONE X-5 IS NOT A SPECIAL FLOOD HAZARD AREA.
- *THE BUILDING AS SHOWN IS AN APPROXIMATION OF THE PROPOSED BUILDING, SITE AND LOCATION. DIMENSIONS MAY VARY AND ARE NOT FINAL.

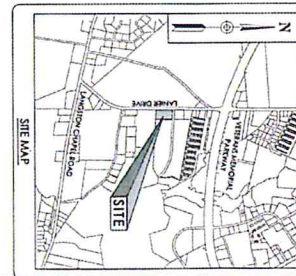


EXHIBIT B: CONCEPTUAL SITE PLANS CONT'D

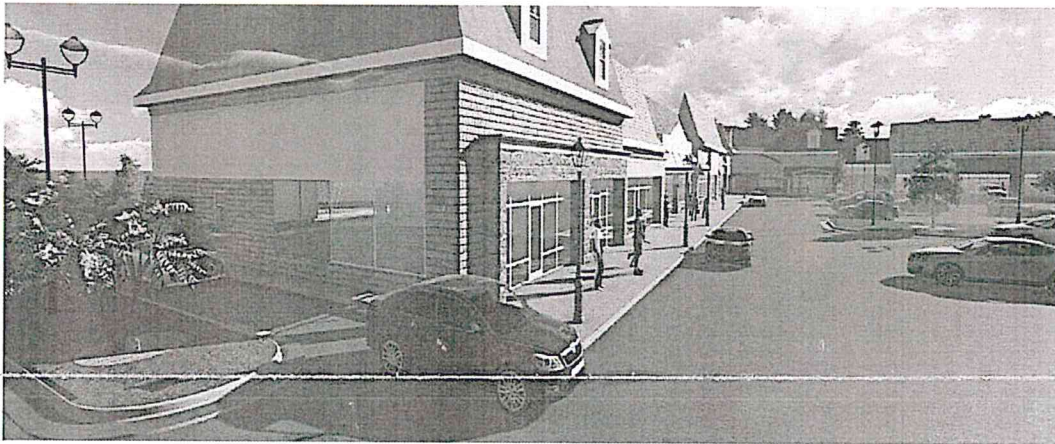


EXHIBIT C: PHOTOS OF THE SUBJECT PROPERTY AND GENERAL VICINITY.

Figure 1: Subject Site at boundary line adjacent to The Islands.



Figure 2: Undeveloped Subject site from Lanier



EXHIBIT C: PHOTOS OF THE SUBJECT PROPERTY AND GENERAL VICINITY.

Figure 3: Undeveloped adjacent property to the West.



Figure 4: Adjacent property to the North of Subject Site.



EXHIBIT C: PHOTOS OF THE SUBJECT PROPERTY AND GENERAL VICINITY.

Figure 5: The Islands R15



Figure 6: The Islands R3 & R4



**ORDINANCE #2014-02:
AN ORDINANCE AMENDING CHAPTER 2 OF THE STATESBORO MUNICIPAL CODE
REGARING AUTHORITIES, BOARDS AND COMMISSIONS- STATESBORO PLANNING
COMMISSION**

WHEREAS, the City has previously adopted an ordinance concerning the administration of the Statesboro Planning Commission; and

WHEREAS, the City Council has determined there is sufficient reason and need to amend Chapter 2 of the Statesboro Municipal Code regarding the Statesboro Planning Commission;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled that Chapter 2, Authorities, Boards and Commissions, of the Code of Ordinances of the City of Statesboro is hereby amended as follows:

Section 1.

- a) Section 2-69, previously repealed, shall be replaced as follows:
Qualifications of members for appointment. Members considered for appointment to the Planning Commission by the governing body shall be residents of Bulloch County, Georgia.

Section 2. Section 2-70 Qualification of members for service shall be repealed in its entirety.

Section 3. Should any section, subsection, or provision of this ordinance be rules 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. That this Ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

First Reading: September 16, 2014

Second Reading: October 7, 2014

Adopted this _____ day of _____, 2014.

CITY OF STATESBORO, GEORGIA

Jan J. Moore, Mayor

Attested to:

Sue Starling, City Clerk

RESOLUTION 2014-30

APPOINTING R. JERMY RAGAN TO THE STATESBORO PLANNING COMMISSION

WHEREAS, Section 2-67 of Chapter 2 of the Statesboro Code of Ordinances states that the membership of the Statesboro Planning Commission shall consist of seven members who shall be appointed by the governing body. The appointment of members of the planning commission upon the effective date of this division shall be as follows:

- (1) Posts 1, 3, 5, and 7 shall be appointed for terms of two years.
- (2) Posts 2, 4, and 6 shall be appointed for terms of four years.

Each successor appointed to the planning commission thereafter shall be appointed for a term of four years. Members may be appointed to two successive terms; and

WHEREAS, Jeremy Ragan was appointed to the Statesboro Planning Commission by the Statesboro City Council on September 20, 2012 for a two (2) year term of service; and

WHEREAS, the term of that appointment is set to expire on September 20, 2014; and

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

WHEREAS, the Mayor and City Council agree and affirm that Jeremy Ragan has faithfully served one term on the Statesboro Planning Commission; and furthermore, that Mr. Ragan has both the knowledge and character that that will continue to be helpful to the Statesboro Planning Commission in discharging its responsibilities;

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

Section 1. That Jeremy Ragan is hereby appointed to the Statesboro Planning Commission for a four (4) year term.

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

Adopted this ____ day of _____, 2014

CITY OF STATESBORO, GEORGIA

Jan J. Moore, Mayor

Attested by:

Sue Starling, City Clerk

Memo



TO: Robert Cheshire, City Manager

FROM: Darren Prather, Purchasing Director

DATE: 9-9-2014

Re: Recommendation—Purchase of Tymco Sweeper off H-GAC Contract

After having utilized Tymco street sweepers for numerous years with great success and durability, it is desired to continue our relationship with this brand by utilizing the Houston-Galveston Area Council (H-GAC) buyers contract as allowed by our ordinance which permits the City of Statesboro to enter into cooperative agreements with other governmental entities. This H-GAC contract is a regional council of governments operating under the laws of the State of Texas and governed by a board of 35 elected officials from a 13 county region. The H-GAC publicly bids and awards contracts to be used by governments both local and nationwide. This contract contains a wide spectrum of goods and services and all local governments nationwide can utilize this contract once the application process has been completed and there is no cost or obligation required to join. The City of Statesboro has recently completed this process and has been assigned a membership to this contract. This membership has to be renewed on a yearly basis to remain active for use.

Due to the buying power of the H-GAC contract, we recommend a purchase award be made to the HGAC buyers contract in the amount of \$203,620.00. Please see the supporting documentation that follows for details on budgeting and contractual cost for this item using the H-GAC buyers contract. Please feel free to contact me should you have any questions.




City of Statesboro
Engineering Department – Public Works

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

MEMORANDUM

To: Darren Prather, Purchasing Director

From: Jason Boyles, Senior Assistant City Engineer 

Date: September 8, 2014

Re: Recommendation of Tymco Street Sweeper Purchase via HGAC Contract

As previously discussed, Public Works has budgeted this year to replace our street sweeper. The current unit has been in service since 2000 but because of our rigorous preventive maintenance practices and the design and support of the Tymco brand we have managed to keep it in service with little downtime for such a long period. In fact, this is our second Tymco sweeper unit after previously running another brand sweeper which was problematic.

Attached is the HGAC contract pricing worksheet for our replacement sweeper. We have priced our replacement model via the HGAC pricing contract with features that are comparable to our existing unit but improve support with the Freightliner chassis, add service longevity with critical stainless steel equipment in wear areas, and improve safety with features such as a camera system and LED safety lights. The total purchase price with all features is \$203,620.00. This purchase will be paid from 2013 SPLOST proceeds.

Please do not hesitate to contact me should you need any additional information on this unit.

CC: Robert Cheshire, PE, Interim City Manager
Robert Seamans, Streets & Parks Superintendent

HGACBuy		CONTRACT PRICING WORKSHEET		Contract No.:	SW04-14	Date Prepared:	9/2/2014
		For MOTOR VEHICLES Only					
<p><i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i></p>							
Buying Agency:	City of Statesboro, GA			Contractor:	TYMCO, Inc. (ISSUE P.O. TO TYMCO, Inc.- email below)		
Contact Person:				Prepared By:	Kaye Morgan		
Phone:				Phone:	254-799-5546		
Fax:				Fax:	254-799-2722		
Email:				Email:	kaye.morgan@tymco.com		
Product Code:	BH06	Description:	TYMCO Model 600 Regenerative Air Sweeper				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							\$ 95,750.00
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable:							
Description		Cost	Description		Cost		
A.O.D. Washdown Sytem		\$ 1,800.00	Gutter Broom Tilt Adjuster - Left & Right		\$ 1,300.00		
Broom Assist Pick-Up Head		\$ 4,350.00	Abrasion Protection Package		\$ 1,275.00		
Reverse Pick-Up Head System		\$ 410.00	Pick-Up Head Curtain Lifter		\$ 1,605.00		
Auxiliary Hydraulic System		\$ 1,130.00	Traffic Directing Light - LED		\$ 1,200.00		
Sweeper Deluge		\$ 925.00	2014 Freightliner M2-106 Diesel Chassis		\$ 79,500.00		
High Capacity Dust Separator is standard on HGAC Contract							
					Subtotal From Additional Sheet(s):		
					Subtotal B:		\$ 93,495.00
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary:							
Description		Cost	Description		Cost		
Hydrant Wrench		\$ 50.00	Dump Switch in Cab		\$ 200.00		
Hopper Screen Vibrator		\$ 1,300.00	Stainless Steel Blower Housing		\$ 1,250.00		
Hopper Suction Throat Liner with Inlet Wear Flange		\$ 1,500.00	Alternating Warning Lights - Front Grill		\$ 350.00		
Camera/Monitor System - 2 cameras		\$ 2,500.00	LED Lights - Stop/Turn/Tail/Clearance/Markers		\$ 600.00		
Pick-Up Head Pressure Inlet Cleanout Port		\$ 400.00	Auxiliary Fuse Panel		\$ 275.00		
(2) 12" Parabolic Mirrors		\$ 100.00	Tow Hooks		\$ 250.00		
Air Dryer		\$ 800.00	2015 Freightliner M2-106 Diesel Chassis UPGRADE		\$ 1,000.00		
Stainless High Capacity Dust Separator (exch)		\$ 1,500.00	Subtotal From Additional Sheet(s):				
					Subtotal C:		\$ 12,075.00
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B)				For this transaction the percentage is:		6%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C):							\$ 201,320.00
Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 201,320.00	=	Subtotal D:		\$ 201,320.00
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation:							
Description		Cost	Description		Cost		
Freight/PDI/Inservice		\$ 2,300.00					
					Subtotal F:		\$ 2,300.00
Delivery Date:		90-150 Days		G. Total Purchase Price (D+E+F):		\$ 203,620.00	



City of Statesboro

Engineering Department – Public Works

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

MEMORANDUM

To: Robert Cheshire, PE, Interim City Manager

From: Jason Boyles, Senior Assistant City Engineer

Date: September 7, 2014

Re: Recommendation of Price Extension for Additional Refuse Truck Retrofit

At the May 20, 2014 meeting city council awarded the refuse truck to rolloff retrofit bid to Consolidated Disposal in the amount of \$48,387.00. The original bid pricing was well below our budget and over \$5,000 below the next bidder. Staff has been very pleased with the vendor's service and product quality received for retrofitting our existing truck. Therefore I consulted with the vendor and he has agreed to extend the previous bid price to retrofit another of our trucks for the same price. This will provide a second rolloff truck, which is critical to have redundancy in operations and as a reserve vehicle when both trucks are not in operation. All terms and conditions of the previous bid will apply herein as the city will be "piggy-backing" our own contract that was initially awarded on May 20, 2014. As with the initial bid award, this purchase will also be paid from 2007 SPLOST proceeds.

As you may recall, staff has chosen to retrofit our existing refuse trucks in lieu of purchasing a new complete rolloff truck because the purchase price of a new truck is approximately \$155,000. Because of the City's rigorous preventive maintenance practices we are able to effectively retrofit 3 of our existing trucks for the same price as only 1 new truck. This should prove to be a very resourceful and fiscally responsible decision for the City.

As is the case with other bid pricing extensions I have consulted with the purchasing director, Darren Prather, regarding this particular pricing extension and he is also in agreement with this proposal. Please let me know if you need to discuss this further.

CONTRACT FOR GRANT OF EASEMENT

This Contract for Grant of Easement (hereinafter referred to as the "Contract") is made and entered into as of the ____ day of _____, 2014, by and between The Mayor and City Council of Statesboro (hereinafter referred to as the "Buyer") and Paul A. Whitlock, Jr. (hereinafter referred to as the "Seller").

For and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Buyer agrees to buy and Seller agrees to sell a permanent thirty foot (30') utility easement and a temporary fifty foot (50') construction easement described as follows:

All that certain tract or parcel of land lying and being in the 44th G.M.D. of Bulloch, County, City of Statesboro, Georgia, being shown as a "Required Thirty Foot (30') Permanent Utility Easement containing 0.061 Acre" and a "Required Fifty Foot (50') Temporary Construction Easement containing 0.116 Acre" shown on a plat prepared by Thomas M. Lewis, Registered Land Surveyor for Maxwell-Reddick and Associates, Inc. which is dated April 21, 2014 and recorded in Plat Book 65, Page 491, Bulloch County Records. Said plat is made a part of this agreement by reference and a copy of which is attached as Exhibit A.

As consideration therefor, Buyer agrees to provide to Seller, at no cost to Seller, at such time that water and sewer is available and requested by the Seller, three (3) water taps, each up to 2 inches (2") in size, and one (1) sewer tap, up to 6 inches (6") in size, to serve the parcel burdened by these easements as well as Seller's parcel containing 5.13 acres, currently identified in the records of the Bulloch County Tax Assessor as Parcel Number 050 000030 000.

The parcel burdened by these easements as well as the Seller's parcel containing 5.13 acres, currently identified in the records of the Bulloch County Tax Assessor as Parcel Number 050 000030 000 are in Tax Allocation District #1 (hereinafter referred to as the "District") as described in that certain Intergovernmental Agreement entered into as of March 5, 2013, by and between the Bulloch County Board of Commissioners and the Mayor and City Council of Statesboro (hereinafter referred to as the "Intergovernmental Agreement"). Seller warrants that the Intergovernmental Agreement requires the expansion of water and sewer infrastructure to the District to have sufficient

capacity to provide the District a minimum of five hundred thousand (500,000) gallons per day of water capacity, four hundred thousand (400,000) gallons per day of sewer capacity, and one thousand five hundred (1,500) gallons per minute at twenty-five (25) pounds per square inch of pressure within the District.

Said utility easement is granted to Buyer for the purpose of construction, installation and subsequent maintenance of a water and sewer line and will be a perpetual easement. Said temporary construction easement is granted to Buyer for the purpose constructing and installing a water and sewer line. The temporary construction easement herein granted shall expire upon completion and final acceptance of said project by the City of Statesboro.

It is agreed that such documents or other instruments as may be legally necessary to carry out the terms of this Contract shall be executed and delivered by the parties at interest as soon as reasonably possible.

This Contract constitutes the sole and entire agreement between parties and no modification hereof shall be binding unless attached hereto and signed by each; and no representations, promises or inducements shall be binding upon either party except as herein stated.

This Contract shall inure to the benefit of, and be binding upon, the parties hereto, their heirs, successors, administrators, executors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Contract as of the _____ day of _____, 2014.

THE MAYOR AND CITY COUNCIL OF
STATESBORO, BUYER

Unofficial Witness

By: _____
JAN J. MOORE, Mayor

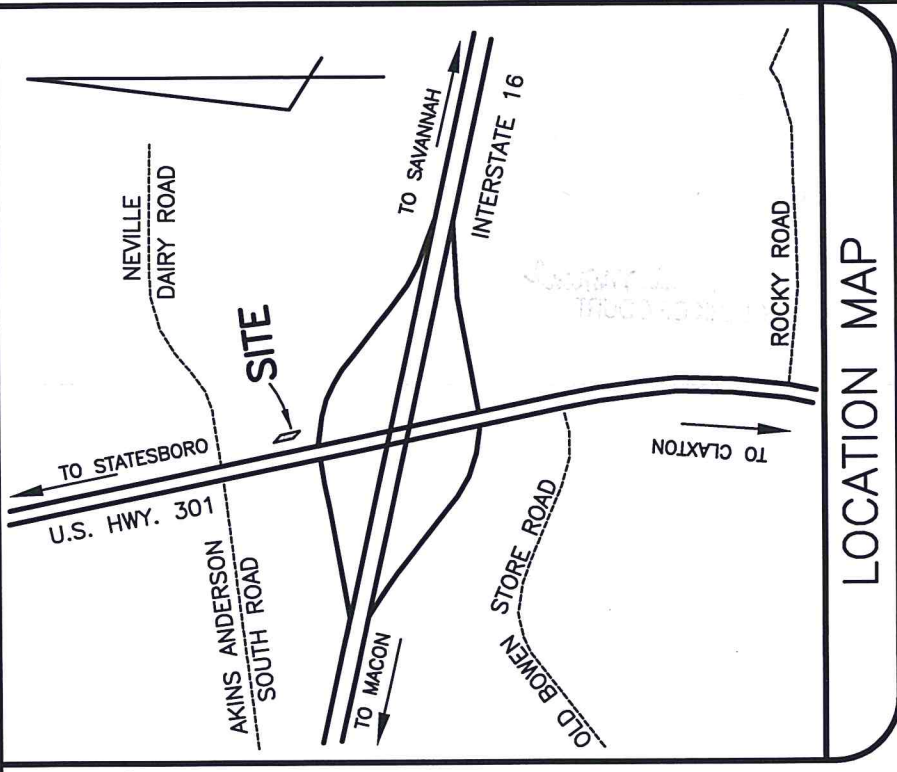
Notary Public

Attest: _____
SUE STARLING, City Clerk

Unofficial Witness

PAUL A. WHITLOCK, JR, SELLER

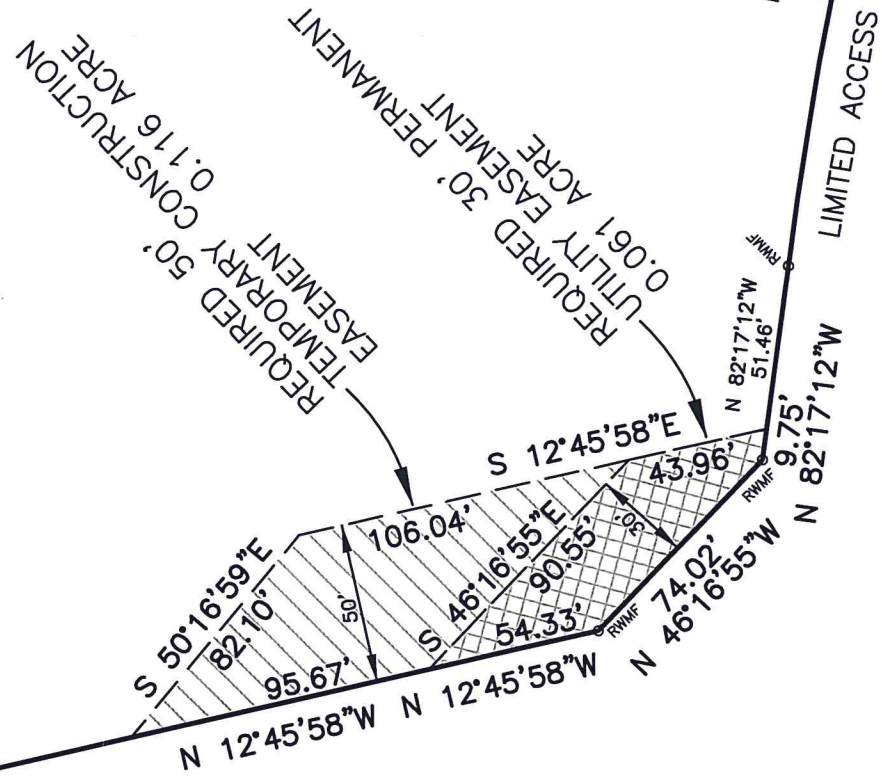
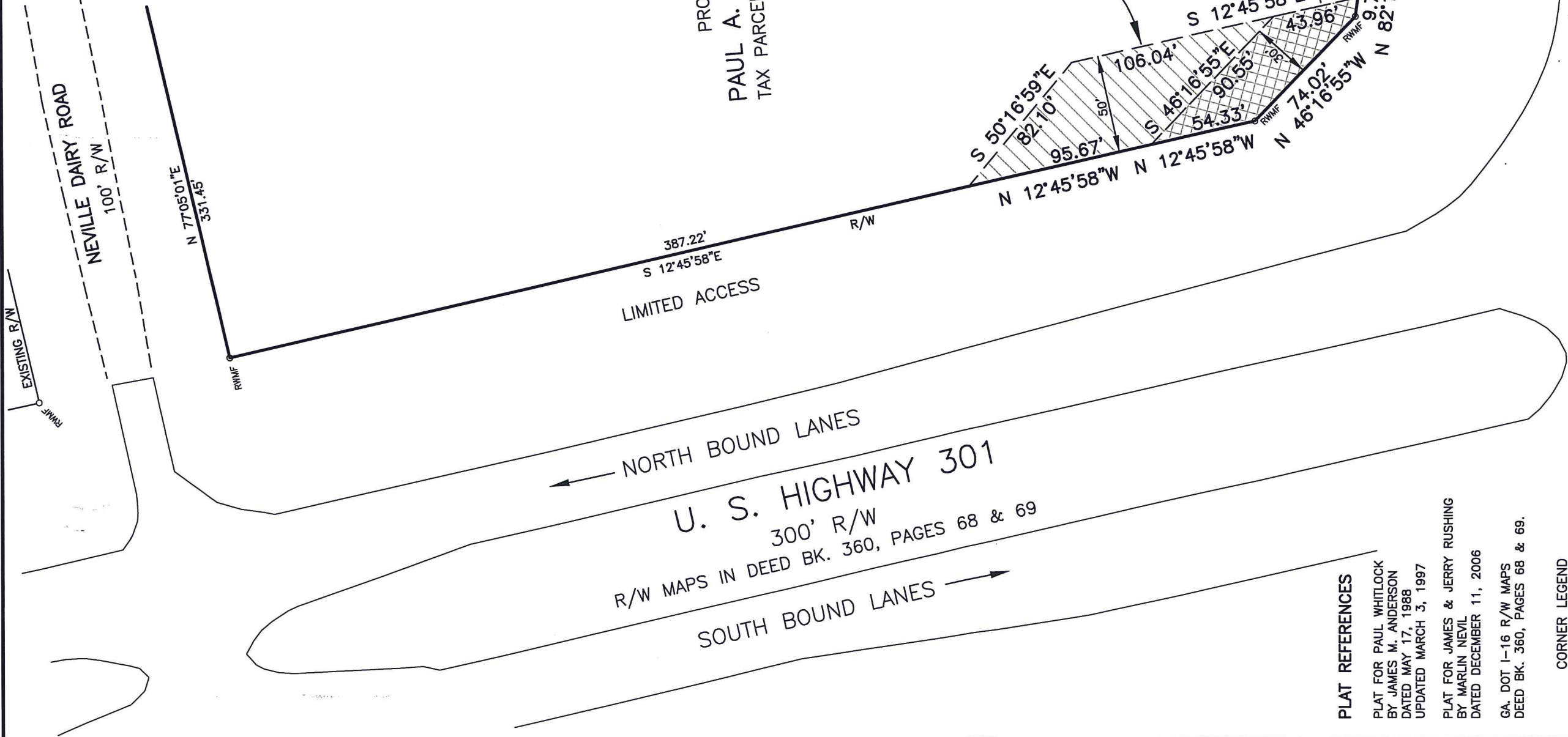
Notary Public



LOCATION MAP



PROPERTY OF
PAUL A. WHITLOCK, JR.
TAX PARCEL 050 000035 000



PLAT REFERENCES

PLAT FOR PAUL WHITLOCK
BY JAMES M. ANDERSON
DATED MAY 17, 1988
UPDATED MARCH 3, 1997

PLAT FOR JAMES & JERRY RUSHING
BY MARLIN NEVIL
DATED DECEMBER 11, 2006

GA. DOT I-16 R/W MAPS
DEED BK. 360, PAGES 68 & 69.

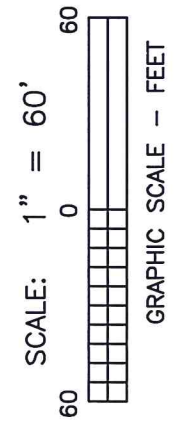
CORNER LEGEND
RWMF = RIGHT-OF-WAY MONUMENT FOUND

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

SURVEY OF REQUIRED PERMANENT UTILITY EASEMENTS AND REQUIRED TEMPORARY CONSTRUCTION EASEMENTS IN THE 44TH G.M.D. OF BULLOCH COUNTY, GA.

SURVEY FOR CITY OF STATESBORO

ANGULAR ERROR: 00°00'00
E.O.C FIELD: 1/247646
ADJUSTMENT METHOD: LEAST SQUARES
E.O.C: PLAT: 1/42190 to 1/74501
FIELD EQUIPMENT: MAGNETIC LOCATOR,
DATA COLLECTOR, TOTAL STATION & GPS
DATE: APRIL 21, 2014



PREPARED BY
MAXWELL-REDDICK AND ASSOCIATES, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
1221 MERCHANT WAY - SUITE 201
STATESBORO, GA. 30458
912-764-4214
CERTIFICATE OF AUTHORIZATION # LSF000953



THIS AGREEMENT, dated as of the _____ day of _____, 20__ is made and entered into by and between

CENTRAL OF GEORGIA RAILROAD COMPANY, a Georgia corporation, whose mailing address is Three Commercial Place, Norfolk, Virginia, 23510 (hereinafter called "Railway"); and

CITY OF STATESBORO, a Georgia political subdivision, whose mailing address is 50 East Main Street, Statesboro, Georgia 30458 (hereinafter called "Licensee").

WITNESSETH

WHEREAS, Licensee proposes to maintain, operate and remove a 12-inch water pipe in a 24-inch steel pipe within the limits of AJ Riggs Road (US AAR/DOT Crossing # 620 208 A) (hereinafter called the "Facilities") located in, under and across the right-of-way or property and any tracks of Railway, at or near:

- Milepost 72.43, Statesboro Register Line
- Latitude N 32.38962, Longitude W 81.83223
- Statesboro, Bulloch County, Georgia

the same to be located in accordance with and limited to the installation shown on print of drawings marked Sheets 1 and 2, dated July 15, 2014 and pipe data sheet attached hereto and made a part hereof; and

WHEREAS, Licensee desires a license to use such right-of-way or property of Railway for the maintenance, operation and removal of the Facilities.

NOW, THEREFORE, for and in consideration of the premises, the payment of a non-refundable, non-assignable one-time fee in the amount of ZERO AND 00/100 DOLLARS (\$ 0.00) (hereinafter called the "Fee") to cover the one-time occupancy fee in the amount of \$ 0.00 and the covenants hereinafter set forth, Railway hereby permits and grants to Licensee, insofar as Railway has the right to do so, without warranty and subject to all encumbrances, covenants and easements to which Railway's title may be subject, the right to use and occupy so much of Railway's right-of-way or property as may be necessary for the maintenance, operation and removal of the Facilities (said right-of-way or property of Railway being hereinafter collectively called the "Premises"), upon the following terms and conditions:

1. Use and Condition of the Premises. The Premises shall be used by Licensee only for the maintenance, operation and removal of the Facilities and for no other purpose without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Licensee accepts the Premises in their current "as is" condition, as suited for the operation of the Facilities, and without the benefit of any improvements to be constructed by Railway.



2. Installation of the Facilities; Railway Support. Licensee shall, at its expense, maintain and operate the Facilities on a lien-free basis and in such a manner as will not interfere with the operations of Railway, or endanger persons or property of Railway. Such maintenance and operation of the Facilities shall be in accordance with (a) the plans and specifications (if any) shown on the prints attached hereto and any other specifications prescribed by Railway, (b) applicable laws, regulations, ordinances and other requirements of federal, state and local governmental authorities, and (c) applicable specifications of the American Railway Engineering and Maintenance-of-Way Association, when not in conflict with the applicable plans, specifications, laws, regulations, ordinances or requirements mentioned in (a) and (b), above. Any change to the character, capacity or use of the Facilities shall require execution of a new agreement.

3. Railway Support. Railway shall, at Railway's option, furnish, at the sole expense of Licensee, labor and materials necessary, in Railway's sole judgment, to support its tracks and to protect its traffic (including, without limitation, flagging) during the maintenance, repair, renewal or removal of the Facilities.

4. Electronic Interference. If the Facilities cause degradation of Railway's signal, communications and other electronic systems (hereinafter collectively called the "Electronic Systems") or endanger Railway's personnel or other individuals entitled to be on or about the Premises, through inductive or electrostatic interference or otherwise, Licensee, at its expense, will modify the Facilities to the satisfaction of Railway so as to eliminate such degradation or danger. Such modifications may include, without limiting the generality of the foregoing, transposing circuits or providing additional shielding, reactance or other corrective measures deemed necessary by Railway. The provisions of this paragraph 4 shall apply to the Electronic Systems existing as of the date of this Agreement and to any Electronic Systems that Railway may install in the future.

5. Corrective Measures. If Licensee fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Licensee's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

6. Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Licensee shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

7. Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Licensee hereby assumes all risk of damage to the Facilities and Licensee's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Licensee hereby

indemnifies Railway, its officers, directors, agents and employees from and against any liability for such damage.

8. Entry Upon Premises. Prior to commencement of any work to be performed on or about the Premises, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted on or about the Premises without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about the Premises or any other Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.

9. Liens; Taxes. Licensee will not permit any mechanic's liens or other liens to be placed upon the Premises, and nothing in this Agreement shall be construed as constituting the consent or request of Railway, express or implied, to any person for the performance of any labor or the furnishing of any materials to the Premises, nor as giving Licensee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that could give rise to any mechanic's liens or other liens against the Premises. In addition, Licensee shall be liable for all taxes levied or assessed against the Facilities and any other equipment or other property placed by Licensee within the Premises. In the event that any such lien shall attach to the Premises or Licensee shall fail to pay such taxes, then, in addition to any other right or remedy available to Railway, Railway may, but shall not be obligated to, discharge the same. Any amount paid by Railway for any of the aforesaid purposes, together with related court costs, attorneys' fees, fines and penalties, shall be paid by Licensee to Railway within ten (10) days after Railway's demand therefor.

10. Indemnification. Licensee hereby agrees to indemnify and save harmless Railway, its officers, directors, agents and employees, from and against any and all liabilities, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and property damage to whomsoever or whatsoever occurring (hereinafter collectively called "Losses") that arise in any manner from (a) the installation, construction, maintenance, operation, presence or removal of, or the failure to properly install, construct, maintain, operate or remove, the Facilities, or (b) any act, omission or neglect of Licensee, its agents, servants, employees or contractors in connection therewith, unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway.

11. Insurance.

(a) Without limiting in any manner the liability and obligations assumed by Licensee under any other provision of this Agreement, and as additional protection to Railway, Licensee shall, at its expense, procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (i) and (ii).

- (i) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Licensee, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.
- (ii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Licensee pays the then current risk financing fee for each affected installation Licensee, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

(b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Licensee, or its contractor if it employs one, shall furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Licensee in writing), for approval, the original policy described in subsection (a)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

12. Environmental Matters. Licensee assumes all responsibility for any environmental obligations imposed under applicable laws, regulations, ordinances or other requirements of federal, state and local governmental authorities relating to (a) the installation, construction, maintenance, operation or removal of the Facilities, including notification and reporting of any releases, and (b) any contamination of any property, water, air or groundwater arising or resulting, in whole or in part, from Licensee's operation or use of the Premises pursuant to this Agreement. In addition, Licensee shall obtain any necessary permits to install, construct, maintain, operate or remove the Facilities. Licensee agrees to indemnify and hold harmless Railway from and against any and all fines, penalties, demands or other Losses (including attorneys' fees) incurred by Railway or claimed by any person, company or governmental entity relating to (a) any contamination of any property, water, air or groundwater due to the use or presence of the Facilities on the Premises, (b) Licensee's violation of any laws, regulations or other requirements of federal, state or local governmental authorities in connection with the use or presence of the Facilities on the Premises or (c) any violation of Licensee's obligations imposed under this paragraph. Without limitation, this indemnity provision shall extend to any cleanup and investigative costs relating to any contamination of the Premises arising or resulting from, in whole or in part, Licensee's use of the Facilities or any other activities by or on behalf of Licensee occurring on or about the Premises. Licensee further agrees not to dispose of any trash, debris or wastes, including hazardous waste, on the Premises

and will not conduct any activities on the Premises which would require a hazardous waste treatment, storage or disposal permit.

13. Assignments and Other Transfers.

(a) Licensee shall not assign, transfer, sell, mortgage, encumber, sublease or otherwise convey (whether voluntarily, involuntarily or by operation of law) this Agreement or any interest therein, nor license, mortgage, encumber or otherwise grant to any other person or entity (whether voluntarily, involuntarily or by operation of law) any right or privilege in or to the Premises (or any interest therein), in whole or in part, without the prior written consent of Railway, which consent may be withheld by Railway in its sole discretion. Any such assignment or other transfer made without Railway's prior written consent shall be null and void and, at Railway's option, shall constitute an immediate default of this Agreement. Notwithstanding the foregoing, upon prior written notice to Railway, Licensee may assign this Agreement to a parent, a wholly-owned subsidiary of Licensee or a wholly-owned subsidiary of Licensee's parent without Railway's consent; provided, however, that no such assignment shall relieve Licensee of its obligations under this Agreement.

(b) Railway shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in or to the Premises. From and after the effective date of any such assignment or transfer, Railway shall be released from any further obligations hereunder; and Licensee shall look solely to such successor-in-interest of Railway for the performance of the obligations of "Railway" hereunder.

14. Meaning of "Railway". The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, directors, agents and employees, and any parent company, subsidiary or affiliate of Railway and their respective officers, directors, agents and employees.

15. Default; Remedies.

(a) The following events shall be deemed to be events of default by Licensee under this Agreement:

(i) Licensee shall fail to pay the Fee or any other sum of money due hereunder and such failure shall continue for a period of ten (10) days after the due date thereof;

(ii) Licensee shall fail to comply with any provision of this Agreement not requiring the payment of money, all of which terms, provisions and covenants shall be deemed material, and such failure shall continue for a period of thirty (30) days after written notice of such default is delivered to Licensee;

(iii) Licensee shall become insolvent or unable to pay its debts as they become due, or Licensee notifies Railway that it anticipates either condition;

(iv) Licensee takes any action to, or notifies Railway that Licensee intends to file a petition under any section or chapter of the United States Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof; or a petition shall be filed against Licensee under any such statute; or

(v) A receiver or trustee shall be appointed for Licensee's license interest hereunder or for all or a substantial part of the assets of Licensee, and such receiver or trustee is not dismissed within sixty (60) days of the appointment.

(b) Upon the occurrence of any event or events of default by Licensee, whether enumerated in this paragraph 15 or not, Railway shall have the option to pursue any remedies available to it at law or in equity without any additional notices to Licensee. Railway's remedies shall include, but not be limited to, the following: (i) termination of this Agreement, in which event Licensee shall immediately surrender the Premises to Railway; (ii) entry into or upon the Premises to do whatever Licensee is obligated to do under the terms of this License, in which event Licensee shall reimburse Railway on demand for any expenses which Railway may incur in effecting compliance with Licensee's obligations under this License, but without rendering Railway liable for any damages resulting to Licensee or the Facilities from such action; and (iii) pursuit of all other remedies available to Railway at law or in equity, including, without limitation, injunctive relief of all varieties.

16. Railway Termination Right. Notwithstanding anything to the contrary in this Agreement, Railway shall have the right to terminate this Agreement and the rights granted hereunder, after delivering to Licensee written notice of such termination no less than sixty (60) days prior to the effective date thereof, upon the occurrence of any one or more of the following events:

(a) If Licensee shall discontinue the use or operations of the Facilities; or

(b) If Railway shall be required by any governmental authority having jurisdiction over the Premises to remove, relocate, reconstruct or discontinue operation of its railroad on or about the Premises; or

(c) If Railway, in the good faith judgment of its Superintendent, shall require a change in the location or elevation of its railroad on or about the location of the Facilities or the Premises that might effectively prohibit the use or operation of the Facilities; or

(d) If Railway, in the good faith judgment of its Superintendent, determines that the maintenance or use of the Facilities unduly interferes with the operation and maintenance of the facilities of Railway, or with the present or future use of such property by Railway, its lessees, affiliates, successors or assigns, for their respective purposes.

17. Condemnation. If the Premises or any portion thereof shall be taken or condemned in whole or in part for public purposes, or sold in lieu of condemnation, then this Agreement and the rights granted to Licensee hereunder shall, at the sole option of Railway, forthwith cease and terminate. All compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Railway, and Licensee shall have no claim thereto, the same being hereby expressly waived by Licensee.

18. Removal of Facilities; Survival. The Facilities are and shall remain the personal property of Licensee. Upon the expiration or termination of this Agreement, Licensee shall remove the Facilities from the Premises within thirty (30) days after the effective date thereof. In performing such removal, unless otherwise directed by Railway, Licensee shall restore the Premises to the same condition as existed prior to the installation or placement of Facilities, reasonable wear and tear excepted. In the event Licensee shall fail to so remove the Facilities or restore the Premises, the Facilities shall be deemed to have been abandoned by Licensee, and the same shall become the property of Railway for Railway to use, remove, destroy or otherwise dispose of at its discretion and without responsibility for accounting to Licensee therefor; provided, however, in the event Railway elects to remove the Facilities, Railway, in addition to any other legal remedy it may have, shall have the right to recover from Licensee all costs incurred in connection with such removal and the restoration of the Premises. Notwithstanding anything to the contrary contained in this Agreement, the expiration or termination of this Agreement, whether by lapse of time or otherwise, shall not relieve Licensee from Licensee's obligations accruing prior to the expiration or termination date, and such obligations shall survive any such expiration or other termination of this Agreement.

19. Entire Agreement. This Agreement contains the entire agreement of Railway and Licensee and supersedes any prior understanding or agreement between Railway and Licensee respecting the subject matter hereof; and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this Agreement shall be of any force or effect.

20. Attorneys' Fees. If Railway should bring any action under this Agreement, or consult or place the Agreement or any amount payable by Licensee hereunder, with an attorney concerning or for the enforcement of any of Railway's rights hereunder, then Licensee agrees in each and any such case to pay to Railway all costs, including but not limited to court costs and attorneys' fees, incurred in connection therewith.

21. Severability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

22. Modifications; Waiver; Successors and Assigns. This Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto. No provision of this Agreement shall be deemed to have been waived by Railway unless such

waiver shall be in a writing signed by Railway and addressed to Licensee, nor shall any custom or practice that may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of Railway to insist upon the performance by Licensee in strict accordance with the terms hereof. The terms and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. If there shall be more than one Licensee, the obligations hereunder imposed upon Licensee shall be joint and several.

23. Notice. Any and all other notices, demands or requests by or from Railway to Licensee, or Licensee to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway:
c/o Norfolk Southern Corporation
1200 Peachtree Street, NE – 12th Floor
Atlanta, Georgia 30309-3504
Attention: Director Contract Services

If to Licensee:
City of Statesboro
50 East Main Street
Statesboro, Georgia 30458

Either party may, by notice in writing, direct that future notices or demands be sent to a different address. All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

24. Miscellaneous. All exhibits, attachments, riders and addenda referred to in this License are incorporated into this Agreement and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Agreement. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State in which the Premises are located. Each covenant of Railway and Licensee under this Agreement is independent of each other covenant under this Agreement. No default in performance of any covenant by a party shall excuse the other party from the performance of any other covenant. The provisions of Paragraphs 7, 9, 10, 12 and 18 shall survive the expiration or earlier termination of this Agreement.

25. Limitations of Grant. Licensee acknowledges that the license granted hereunder is a quitclaim grant, made without covenants, representations or warranties with respect to Railway's (a) right to make the grant, (b) title in the Premises, or (c) right to use or make available to others the Premises for the purposes contemplated herein. Railway is the owner and/or holder of the Premises subject to the terms and limitations under which it is owned or held, including without limitation conditions, covenants, restrictions, easements (including any pre-existing fiber optic easements or licenses), encroachments, leases, licenses, permits,

mortgages, indentures, reversionary interests, fee interests, zoning restrictions and other burdens and limitations, of record and not of record, and to rights of tenants and licensees in possession, and Licensee agrees that the rights licensed hereunder are subject and subordinate to each and all of the foregoing. Licensee accepts this grant knowing that others may claim that Railway has no right to make it, and Licensee agrees to release, hold harmless and indemnify (and, at Railway's election, defend, at Licensee's sole expense, with counsel approved by Railway) Railway, its affiliated companies, and its and their respective officers, directors, agents and employees, from and against any detriments to, or liabilities of, any type or nature arising from such claims, including punitive damages and any forfeitures declared or occurring as a result of this grant.

26. Limitations Upon Damages. Notwithstanding any other provision of this Agreement, Railway shall not be liable for breach of this Agreement or under this Agreement for any consequential, incidental, exemplary, punitive, special, business damages or lost profits, as well as any claims for death, personal injury, and property loss and damage which occurs by reason of, or arises out of, or is incidental to the interruption in or usage of the Facilities placed upon or about the Premises by Licensee, including without limitation any damages under such claims that might be considered consequential, incidental, exemplary, punitive, special, business damages or loss profits.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate, each part being an original, as of the date first above written.

Witness:

**CENTRAL OF GEORGIA RAILROAD
COMPANY**

As to Railway

By: _____
Real Estate Manager

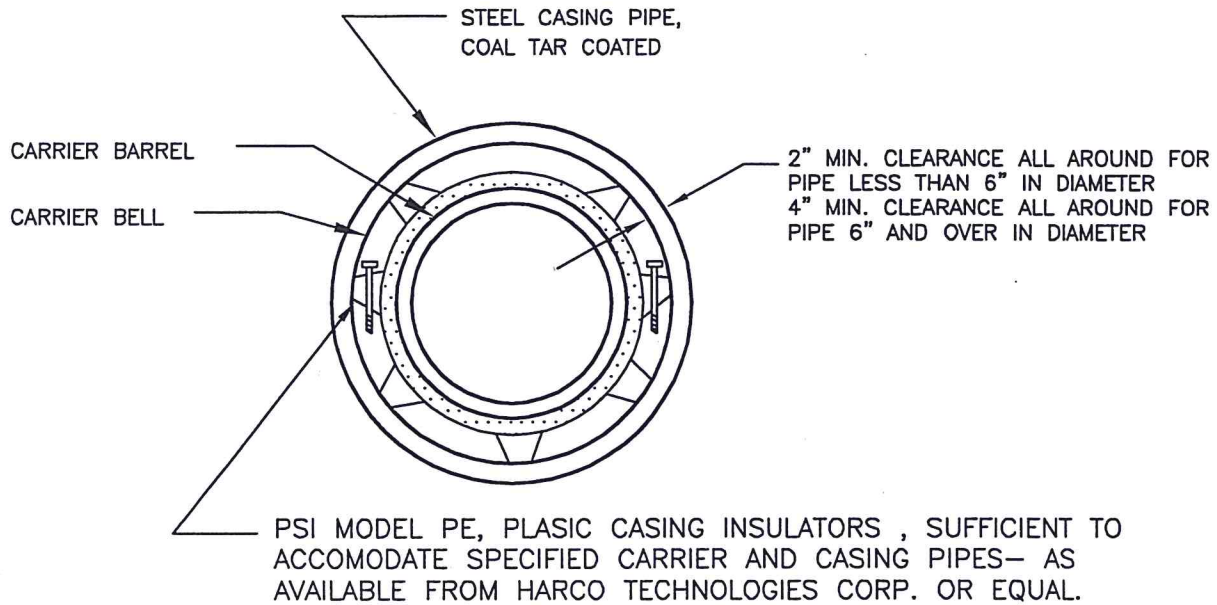
Witness:

CITY OF STATESBORO

As to Licensee

By: _____
Title: _____

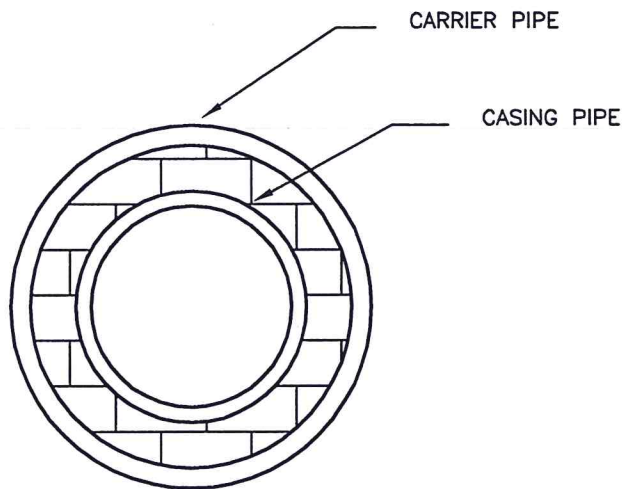
Activity Number 1193148
JSM: July 21, 2014
File No. 1200565v1



CARRIER SUPPORT

7
16

A/2 7/15/2014
Statesboro, Georgia
CENTRAL OF GEORGIA
RAILROAD COMPANY
Lat: N 32.38962
Long: W 81.83223

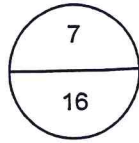


SEAL BOTH ENDS OF STEEL ENCASEMENT WITH BRICK AND/OR
MORTAR, LEAVING WEEP HOLE FOR DRAINAGE. CARRIER PIPE
TO BE WRAPPED WITH NON-ABRASIVE MATERIAL AT POINTS OF
CONTACT TO PREVENT WEARING ON OUTSIDE WALL OF PIPE.

SEAL DETAIL

HOFSTADTER & ASSOCIATES, INC.
CIVIL/ENVIRONMENTAL/TRANSPORTATION
CONSULTING ENGINEERS

4571 ARKWRIGHT ROAD (478) 757-1169
MACON, GEORGIA 31210 (478) 471-1646 (FAX)
WWW.HOFSTADTER.COM



A/2 7/15/2014
 Statesboro, Georgia
 CENTRAL OF GEORGIA
 RAILROAD COMPANY
 Lat: N 32.38962
 Long: W 81.83223

Revised: 1/9/14

PIPE DATA SHEET

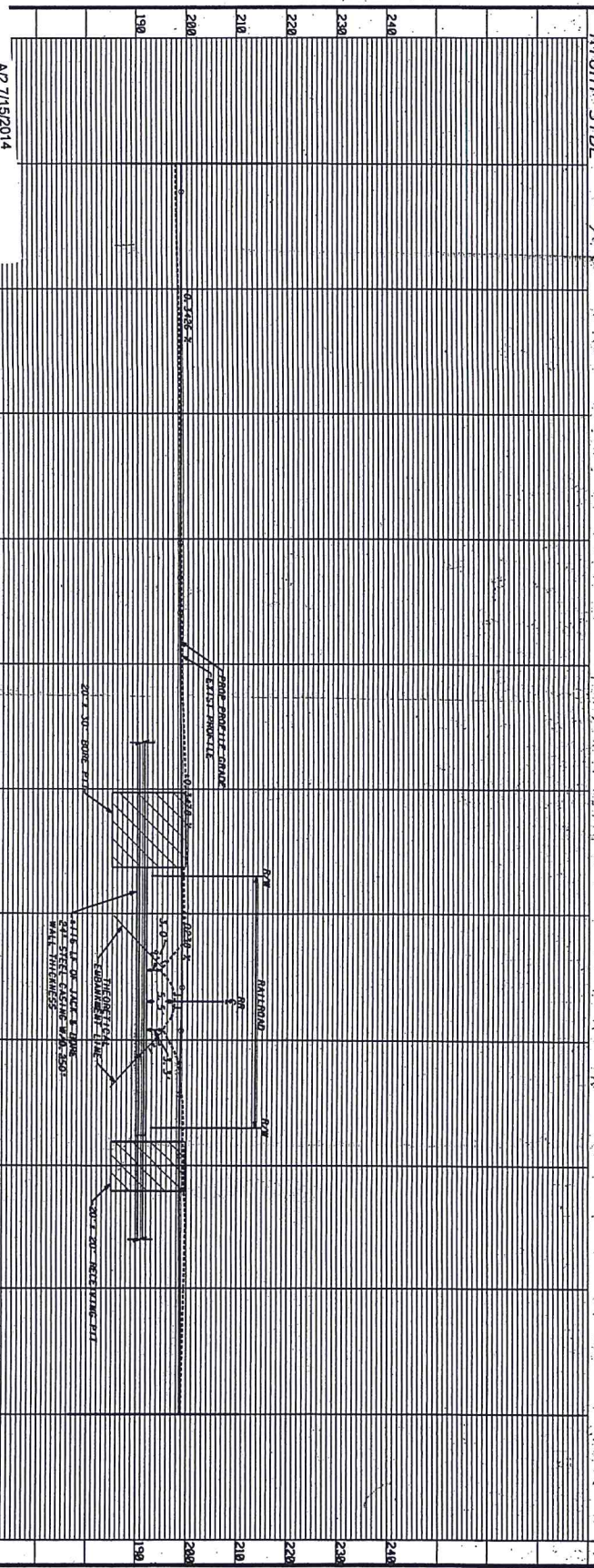
	CARRIER PIPE	CASING PIPE
CONTENTS TO BE HANDLED	Potable water	N/A
NORMAL OPERATING PRESSURE	60 psi	N/A
NOMINAL SIZE OF PIPE	12"	24"
OUTSIDE DIAMETER	13.2"	4.75
INSIDE DIAMETER	12"	24"
WALL THICKNESS	0.28	0.375"
WEIGHT PER FOOT	34.8	94
MATERIAL	Ductile iron	Steel
PROCESS OF MANUFACTURE	N/A	N/A
SPECIFICATION	ASTM A746	ASTM A139
GRADE OR CLASS	350	Grade B
TEST PRESSURE	350 PSI	150 PSI
TYPE OF JOINT	Push On	Welded
TYPE OF COATING	Bituminous	Bituminous
DETAILS OF CATHODIC PROTECTION	None	None
DETAILS OF SEALS OR PROTECTION AT END OF CASING	See Drawing	See Drawing
CHARACTER OF SUBSURFACE MATERIAL	Tifton Loamy Sand	Tifton Loamy Sand
APPROXIMATE GROUND WATER LEVEL	>10'	>10'
SOURCE OF INFORMATION ON SUBSURFACE CONDITIONS	NRCS Web	NRCS Web

Not on drawing

Proposed Method of Installation:

- Bore and jack (per Section 5.1.3 of NSCE-8)
- Jacking (per Section 5.1.4 of NSCE-8)
- Tunneling (with Tunnel Liner Plate) (per Section 5.1.5 of NSCE-8)
- Directional Bore/Horizontal Direction Drilling – Method A (per Section 5.1.6 of NSCE-8)
- Directional Bore/Horizontal Direction Drilling – Method B (per Section 5.1.6 of NSCE-8)
- Open Cut (per Section 5.1.2 of NSCE-8). *All installations directly under any track must be designed as a bored installation. Open cut installations will be considered on a case-by-case basis by Norfolk Southern's Division Superintendent at the time of installation.*
- Other (Specify): _____

RIGHT SIDE



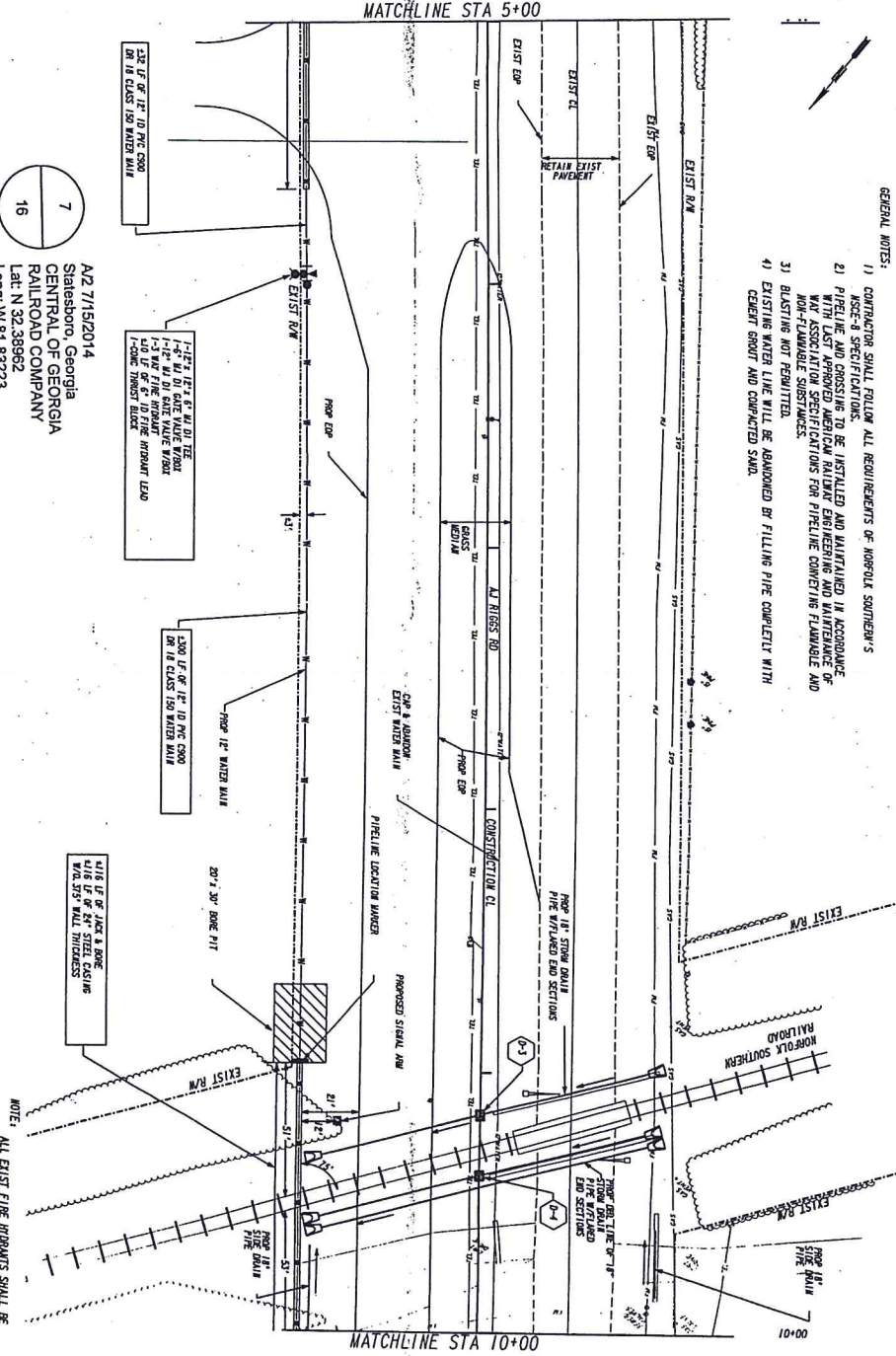
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A2 7/15/2014
Statesboro, Georgia
CENTRAL OF GEORGIA
RAILROAD COMPANY
Lat: N 32.38962
Long: W 81.83223

STATION	ELEVATION	STATION	ELEVATION	STATION	ELEVATION	STATION	ELEVATION	STATION	ELEVATION	STATION	ELEVATION	STATION	ELEVATION
190+00	198.17	195+00	198.75	200+00	199.17	205+00	199.75	210+00	200.17	215+00	200.75	220+00	201.17
191+00	198.17	196+00	198.75	201+00	199.17	206+00	199.75	211+00	200.17	216+00	200.75	221+00	201.17
192+00	198.17	197+00	198.75	202+00	199.17	207+00	199.75	212+00	200.17	217+00	200.75	222+00	201.17
193+00	198.17	198+00	198.75	203+00	199.17	208+00	199.75	213+00	200.17	218+00	200.75	223+00	201.17
194+00	198.17	199+00	198.75	204+00	199.17	209+00	199.75	214+00	200.17	219+00	200.75	224+00	201.17
195+00	198.17	200+00	198.75	205+00	199.17	210+00	199.75	215+00	200.17	220+00	200.75	225+00	201.17
196+00	198.17	201+00	198.75	206+00	199.17	211+00	199.75	216+00	200.17	221+00	200.75	226+00	201.17
197+00	198.17	202+00	198.75	207+00	199.17	212+00	199.75	217+00	200.17	222+00	200.75	227+00	201.17
198+00	198.17	203+00	198.75	208+00	199.17	213+00	199.75	218+00	200.17	223+00	200.75	228+00	201.17
199+00	198.17	204+00	198.75	209+00	199.17	214+00	199.75	219+00	200.17	224+00	200.75	229+00	201.17
200+00	198.17	205+00	198.75	210+00	199.17	215+00	199.75	220+00	200.17	225+00	200.75	230+00	201.17
201+00	198.17	206+00	198.75	211+00	199.17	216+00	199.75	221+00	200.17	226+00	200.75	231+00	201.17
202+00	198.17	207+00	198.75	212+00	199.17	217+00	199.75	222+00	200.17	227+00	200.75	232+00	201.17
203+00	198.17	208+00	198.75	213+00	199.17	218+00	199.75	223+00	200.17	228+00	200.75	233+00	201.17
204+00	198.17	209+00	198.75	214+00	199.17	219+00	199.75	224+00	200.17	229+00	200.75	234+00	201.17
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206+00	198.17	211+00	198.75	216+00	199.17	221+00	199.75	226+00	200.17	231+00	200.75	236+00	201.17
207+00	198.17	212+00	198.75	217+00	199.17	222+00	199.75	227+00	200.17	232+00	200.75	237+00	201.17
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210+00	198.17	215+00	198.75	220+00	199.17	225+00	199.75	230+00	200.17	235+00	200.75	240+00	201.17

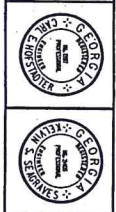
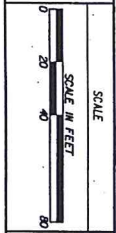
HORSTADTTER & ASSOCIATES, INC. CIVIL/ENVIRONMENTAL/TRANSPORTATION CONSULTING ENGINEERS 4371 ARKRIGHT ROAD MACON, GEORGIA 31210		SCALE HORIZ: 1"=20' VERT: 1"=10'						DATE REVISIONS		WATER MAIN PROFILE - AL RIGGS RD STA 6+00 TO 11+00 BULLOCH COUNTY, GEORGIA WIDENING AND ROAD IMPROVEMENTS HORSTADTTER & ASSOCIATES, INC. CIVIL/ENVIRONMENTAL/TRANSPORTATION CONSULTING ENGINEERS		INFORMATION FILE: BY: [Name] DATE: [Date] SHEET NO.	
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- GENERAL NOTES:
- 1) CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF NORFOLK SOUTHERN'S MSCE-8 SPECIFICATIONS.
 - 2) PIPELINE AND CROSSING TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH LAST APPROVED AMERICAN RAILWAY ENGINEERING AND MAINTENANCE WAY ASSOCIATION SPECIFICATIONS FOR PIPELINE CROSSING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
 - 3) BLASTING NOT PERMITTED.
 - 4) EXISTING WATER LINE WILL BE ABANDONED OR FILLING PIPE COMPLETELY WITH CEMENT GROUT AND COMPACTED SAND.



A/2 7/15/2014
 Statesboro, Georgia
 CENTRAL OF GEORGIA
 RAILROAD COMPANY
 Lat: N 32.38962
 Long: W 81.83223

HOFSTADTER & ASSOCIATES, INC.
 CIVIL/ENVIRONMENTAL/TRANSPORTATION
 CONSULTING ENGINEERS
 457 ARKAPURCH ROAD
 MACON, GEORGIA 31210



DATE	REVISIONS

ALL RIGHTS BY WATER MAIN PLAN STA 5+00 TO 10+00
 BRIDGECOUNTY, GEORGIA
 WATER MAIN RELOCATION
 HOFSTADTER & ASSOCIATES, INC.
 CIVIL/ENVIRONMENTAL/TRANSPORTATION CONSULTING ENGINEERS

PROJECT FILE NUMBER	DATE	SCALE

HOFSTADTER & ASSOCIATES, INC.
 CIVIL/ENVIRONMENTAL/TRANSPORTATION
 CONSULTING ENGINEERS
 4571 ARKRIGHT ROAD
 MACON, GEORGIA 31210

SCALE
 0 20 40 80
 FEET



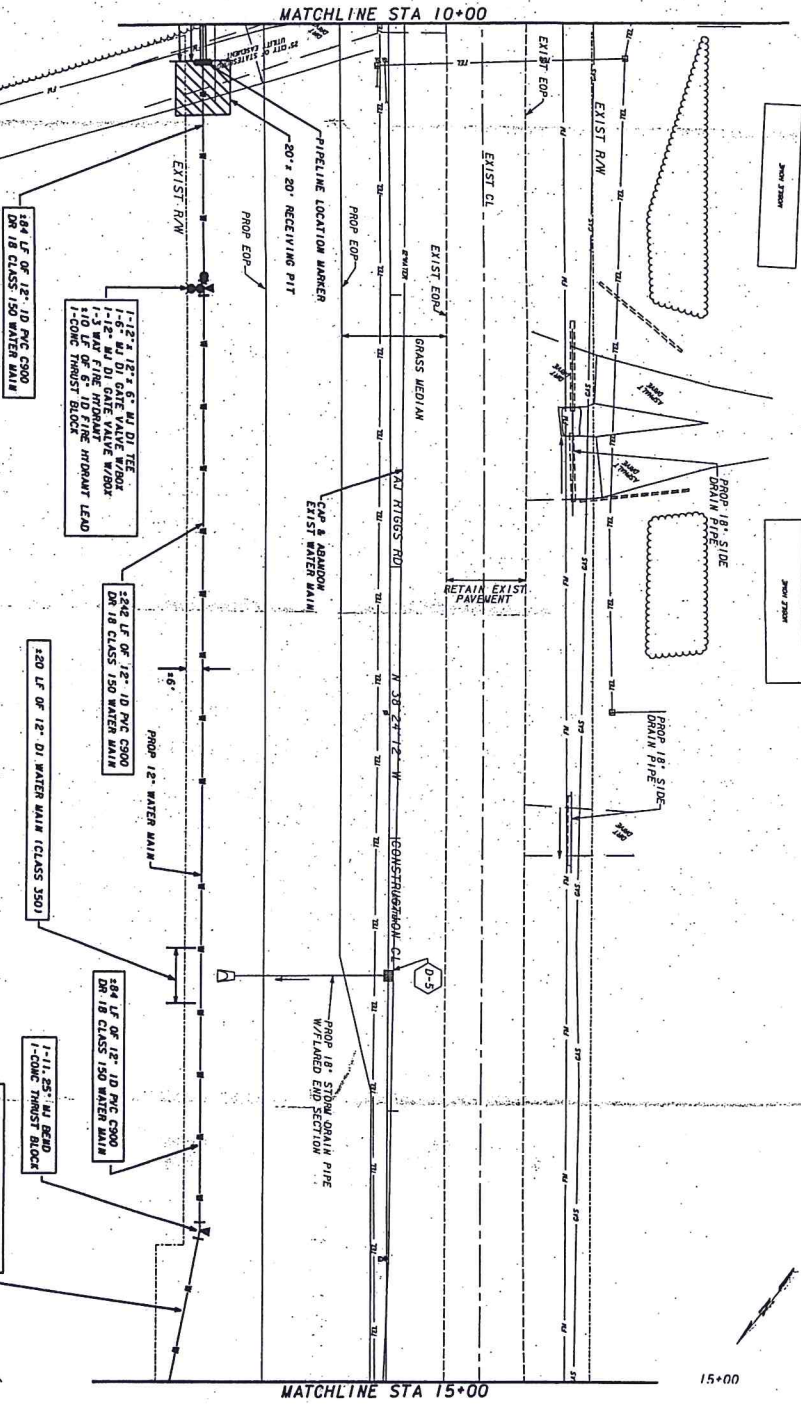
DATE	REVISIONS

AU RIGGS RD WATER MAIN P.L.M. STA 10+00 TO 15+00
 BULLOCH COUNTY, GEORGIA
 WATER MAIN RELOCATION
 HOFSTADTER & ASSOCIATES, INC.
 CIVIL/ENVIRONMENTAL/TRANSPORTATION CONSULTING ENGINEERS

PROJECT FILE	DATE	SCALE
150603	08/20/13	SHEET 106

7
 18
 A2 7/15/2014
 Statesboro, Georgia
 CENTRAL OF GEORGIA
 RAILROAD COMPANY
 Lat: N 32.38962
 Long: W 81.83223

NOTE: ALL EXIST FIRE HYDRANTS SHALL BE
 REMOVED AND DELIVERED TO THE CITY
 OF STATESBORO WATER DEPARTMENT.



MATCHLINE STA 10+00

MATCHLINE STA 15+00

15+00

2024/08/28 10:13:04 AM