



November 01, 2011 9:00 A.M.

1. Call to Order by Mayor Joe Brannen
2. Invocation and Pledge of Allegiance by Councilman Will Britt
3. Approval of Minutes:
 - a) October 18, 2011 Council Minutes
4. Recognitions/Public Presentations: None
5. Public Comments (Agenda Item):
6. Consideration of a Motion to approve Special Event Permit:
 - a) Theatre Production - Tim Chapman
7. Consideration of a Motion to approve/deny 1st reading for the application of alcohol license:
 - a) Surujpaul Beharry - CIB Investments Inc
 - b) Steven Jones - Sugar Magnolia Bakery & Cafe
8. Consideration of a Motion to approve the 2nd reading of **Ordinance 2011-09**: An Ordinance Amending the Statesboro Municipal Code Regarding the City's Finance Department, and the Purchasing Department
9. Public Hearing and Consideration of a Motion to approve 1st reading of **Ordinance 2011-10**: An Ordinance to Amend Business License Insurers of the Statesboro Code of Ordinance Part II Chapter 18- Article II.
10. Public Hearing and Consideration of a Motion to approve 1st reading of **Ordinance 2011-11**: An Ordinance Amending Article XVI of the Statesboro Zoning Ordinance regarding off street parking requirements.
11. Public Hearing and Consideration of a Motion to approve 1st reading of **Ordinance 2011-12**: An Ordinance adopting Article XXIX of the Statesboro Zoning Ordinance regarding administrative variances.
12. Consideration of a Motion to adopt **Resolution 2011-33**. A Resolution accepting rights of way and associated utility easements of three (3) streets located within Northbridge Subdivision as public streets to be owned and maintained by the City of Statesboro. The three (3) streets to be considered for acceptance are Northbridge Drive, Bridgeport Drive, and Goldengate Lane.

13. Consideration of a Motion to award bid for Fiber Optic Cable installation to Northland Cable in the amount of \$32,967.39.
14. Consideration of a Motion to approve the purchase of 4 police package Chevrolet Tahoe's for the amount not to exceed \$99,600 off the Georgia State Contract (local dealer has been consulted and cannot bid or compete with Ga. State Contract pricing).
15. Consideration of a Motion to approve change order No. 1 for the GSU Reuse Water System in the amount of \$ 7,963.50
16. Reports from Staff:
 - a) City Manager's Report
 - b) Department Head Reports
17. Public Comments (General):
18. Other Business from City Council
19. Consideration of a Motion to enter into Executive Session to discuss personnel matters in accordance with **O.C.G.A. §50-14-3 (2010)**
20. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
CITY COUNCIL MINUTES
OCTOBER 18, 2011**

A regular meeting of the Statesboro City Council was held on October 18, 2011 at 6:00 p.m. in the Council Chambers at City Hall. Present were Mayor Joe R. Brannen, Council Members: Will Britt, 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.

Approval of Minutes:

- a) **October 04, 2011 Council Minutes**
- b) **October 04, 2011 Work Session Minutes**
- c) **October 11, 2011 Minutes from the re-held Budget Retreat Meetings of April 1st and 19th, 2010**

Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to approve the minutes of October 04, 2011 Council Minutes, October 04, 2011 Work Session Minutes, October 11, 2011 Minutes from the re-held Budget Retreat Meetings of April 1st and 19th, 2010. Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Recognitions/Public Presentations

- a) **A Proclamation presented to Betsey Blair on behalf of the Bulloch County Family Violence Task Force and Safe Haven for National Domestic Violence Awareness for the Month of October.**

Mayor Joe Brannen presented a proclamation to Betsey Blair proclaiming the month of October as Domestic Violence Awareness Month.

Public Comments (Agenda Item): None

Consideration of a Motion to approve/deny 1st reading for the application of an alcohol license:

- a) **Thomas Eugene Driskell III- Tom's Beverage & Tobacco**

Councilman Riggs made a motion, seconded by Councilman Blitch to approve the 1st reading for the application of an alcohol license: Thomas Eugene Driskell III- Tom's Beverage & Tobacco. Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a motion to approve 2nd 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 Chance made a motion, seconded by Councilman Lewis to approve 2nd 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 Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve the 1st reading of Ordinance 2011-09: An Ordinance Amending the Statesboro Municipal Code Regarding the City's Finance Department, and the Purchasing Department

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Riggs to approve the 1st reading of **Ordinance 2011-09**: An Ordinance Amending the Statesboro Municipal Code Regarding the City's Finance Department, and the Purchasing Department. Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to declare (2) 1997 Volvo knuckleboom loader trucks in the Sanitation Division as surplus and to be disposed of by electronic auction

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Chance to declare (2) 1997 Volvo knuckleboom loader trucks in the Sanitation Division as surplus and to be disposed of by electronic auction. Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to declare (2) 2001 Tandem dump trailers in the Sanitation Division as surplus and to be disposed of by electronic auction.

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to declare (2) 2001 Tandem dump trailers in the Sanitation Division as surplus and to be disposed of by electronic auction. Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve the purchase of a Dell KACE K Series Appliance that is not to exceed the amount of \$21,648.60 which is under the Dell State Contract

Councilman Riggs made a motion, seconded by Councilman Blitch to approve the purchase of a Dell KACE K Series Appliance that is not to exceed the amount of \$21,648.60 which is under the Dell State Contract. Councilman Britt, Blitch, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Reports from Staff:

- a) City Manager's Report
- b) Department Head Reports

City Engineer Robert Cheshire updated Council on the Brannen Street /South Zetterower project and Fair Road/Tillman Road project.

Public Comments (General): None

Other Business from City Council

City Manager Frank Parker stated **Resolution 2011-32**: A Resolution Amending the Service Delivery Strategy Agreement for Bulloch County, The City of Statesboro, Towns of Brooklet, Portal and Register and Affected Authorities needs to be updated. Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to approve **Resolution 2011-32**: A Resolution amending the Service Delivery Strategy Agreement for Bulloch County, The City of Statesboro, Towns of Brooklet, Portal and Register and affected Authorities. Councilman Britt, Blich, Riggs, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Director of Community Development Mandi Cody updated Council concerning property owners that have expressed interest in being annexed into the City. The property is located in the Cawana Road, Veterans Memorial and Burk halter Road area.

Mayor Pro Tem Will Britt addressed Councilman Lewis concerning a flyer that was being distributed with Councilman Lewis' election campaign signs containing accusations against Mayor Pro Tem Will Britt and Councilman Chance. Councilman Lewis declined to answer.

Councilman Lewis left the meeting at 6:50 p.m. due to another commitment.

Consideration of a Motion to enter into Executive Session to discuss potential" Legal" matters in accordance with **O.C.G.A. §50-14-3 (2010)**

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Chance to enter into Executive Session at 6:51p.m. with a ten(10) minute break before starting the discussion of legal matters in accordance with O.C.G.A. § 50-14-3 (2010). Councilman Britt, Blich, Riggs, and Chance voted in favor of the motion. The motion carried by a 4-0 vote. Present were Mayor Joe R. Brannen, Council Members: Will Britt, John Riggs, Tommy Blich, and Travis Chance. Also present were City Clerk Sue Starling, Director of Human Resources Jeff Grant.

After the doors were opened back to the public, Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to come out of executive session. Councilman Britt, Blich, Riggs, and Chance voted in favor of the motion. The motion carried by a 4-0 vote. Mayor Joe Brannen called the regular Council session back to order at 7:15 p.m. Mayor Brannen announced no action had been taken in executive session.

Consideration of a Motion to Adjourn

Councilman Chance made a motion, seconded by Mayor Pro Tem Will Britt to adjourn. Councilman Britt, Blich, Riggs, and Chance voted in favor of the motion. The motion carried by a 4-0 vote. The meeting was adjourned at 7:16 p.m.

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

APPLICATION FOR A SPECIAL EVENT PERMIT

DATE OF APPLICATION 6/22/2011

DATE OF EVENT December 16, 2011

TIME OF EVENT 7:30pm

LOCATION OF EVENT 33 East Main Street

TYPE OF EVENT (DETAILED DESCRIPTION) Theatre

Production Intermission: duration: 15 minutes

PRODUCTS TO BE SERVED: BEER ☒ WINE ☐ LIQUOR

** ALCOHOL MUST BE PURCHASED THROUGH A LICENSED WHOLESALE DISTRIBUTOR.

**THE APPLICANT IS NOT ALLOWED TO HAVE A CASH BAR AT THE EVENT.

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

NAME OF APPLICANT Averitt Center for the Arts

APPLICANT'S ADDRESS 33 East Main Street

APPLICANT'S PHONE NUMBER 912-212-2787

I HAVE READ AND AGREE TO THE REQUIREMENTS OF THIS PERMIT.

Jim Chapman
SIGNATURE OF APPLICANT

OFFICE USE:
DATE OF COUNCIL MEETING _____

DATE APPROVED BY MAYOR AND CITY COUNCIL _____

CITY OF STATESBORO, GEORGIA

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

DATE OF APPLICATION ^{10/10/2011} ~~11-3-2010~~ NEW ☒ RENEWAL ☐

TYPE OF BUSINESS TO BE OPERATED:

<input checked="" type="checkbox"/>	RETAIL BEER & WINE PACKAGED ONLY	\$1,250.00
<input type="checkbox"/>	RETAIL BEER & WINE BY THE DRINK	\$1,250.00
<input type="checkbox"/>	BEER, WINE & LIQUOR BY DRINK	\$3,750.00
<input type="checkbox"/>	WHOLESALE LICENSE	\$1,000.00
<input checked="" type="checkbox"/>	APPLICATION FEE - PACKAGED SALES	\$ 150.00
<input type="checkbox"/>	APPLICATION FEE - POURING SALES	\$ 150.00

APPLICANTS FULL NAME Suruj Paul Beharry

BUSINESS NAME CIB Investments Inc

DBA

BUSINESS ADDRESS 17402 N Hwy 301

BUSINESS MAILING ADDRESS P.O. Box 2235 Statesboro, GA 30459

BUSINESS TELEPHONE # 912-507-9346

APPLICANTS HOME ADDRESS

APPLICANTS HOME PHONE #

APPLICANTS AGE 51 DATE OF BIRTH

ARE YOU A CITIZEN OF THE UNITED STATES? ☒ YES ☐ NO

HAVE YOU EVER BEEN ARRESTED FOR ANYTHING? ☐ YES ☒ NO

IS THE APPLICANT THE OWNER OF THE BUSINESS? ☒ YES ☐ NO

IF NO, WHAT IS YOUR TITLE IN THE BUSINESS?

HOW MANY PARTNERS, SHAREHOLDERS, ETC. ARE INVOLVED IN THE BUSINESS 0

PLEASE LIST BELOW:

FOR OFFICE USE ONLY:	APPROVED	DENIED (REASON ATTACHED)
Police Department	<u></u>	<u></u>
Community Development	<u></u>	<u></u>
Fire Department	<u></u>	<u></u>
Building Official	<u></u>	<u></u>

CITY OF STATESBORO, GEORGIA

APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE

DATE OF APPLICATION 10-5-11 NEW ☒ RENEWAL ☐

TYPE OF BUSINESS TO BE OPERATED:

<input type="checkbox"/>	RETAIL BEER & WINE PACKAGED ONLY	\$1,250.00
<input checked="" type="checkbox"/>	RETAIL BEER & WINE BY THE DRINK	\$1,250.00
<input type="checkbox"/>	BEER, WINE & LIQUOR BY DRINK	\$3,750.00
<input type="checkbox"/>	WHOLESALE LICENSE	\$1,000.00
<input type="checkbox"/>	APPLICATION FEE - PACKAGED SALES	\$ 150.00
<input checked="" type="checkbox"/>	APPLICATION FEE - POURING SALES	\$ 150.00

APPLICANTS FULL NAME Sugar Magnolia Bakery & Cafe / Steven Jones

OWNERS NAME Steven Jones

DBA (BUSINESS NAME) Statesboro Bakery, Inc.

BUSINESS ADDRESS 106 C Savannah Ave. Statesboro 30458

BUSINESS MAILING ADDRESS 106 C Savannah Ave Statesboro 30458

BUSINESS TELEPHONE # 912-764-2090

APPLICANTS HOME ADDRESS

APPLICANTS HOME PHONE #

APPLICANTS AGE 59 DATE OF BIRTH

ARE YOU A CITIZEN OF THE UNITED STATES? ☒ YES ☐ NO

HAVE YOUR EVER BEEN ARRESTED FOR ANYTHING? ☐ YES ☒ NO

IS THE APPLICANT THE OWNER OF THE BUSINESS? ☒ YES ☐ NO

IF NO, WHAT IS YOUR TITLE IN THE BUSINESS? _____

HOW MANY PARTNERS, SHAREHOLDERS, ETC. ARE INVOLVED IN THE BUSINESS 3

PLEASE LIST BELOW:

Barry Turner, Marilyn Turner, Steven Jones

FOR OFFICE USE ONLY: APPROVED DENIED (REASON ATTACHED)

Police Department _____

Community Development _____

Fire Department _____

Building Official _____

ORDINANCE 2011-09
AN ORDINANCE AMENDING THE STATESBORO MUNICIPAL CODE
REGARDING THE CITY'S FINANCE DEPARTMENT AND THE PURCHASING
DEPARTMENT

THAT WHEREAS, the City of Statesboro has organized the finance department and the purchasing department as organizational entities.

WHEREAS, the City must buy numerous supplies, materials, equipment, and services in order to provide a wide range of municipal services to its citizens; and

WHEREAS, the Mayor and City Council desire to make these purchases in keeping with federal and state laws and regulations, using best business practices to assure the most economical and effective use of the limited public financial resources available; and

WHEREAS, the City Manager has proposed a major change in the entire purchasing system of the City which will set out a detailed policy for the various types of purchases, and the Mayor and City Council after reviewing this proposal wish to adopt it;

NOW THEREFORE, BE IT ORDAINED AND ESTABLISHED by the Mayor and City Council of the City of Statesboro, Georgia that the Statesboro Municipal Code is hereby amended by adding Chapter 5 as follows:

Sec. 5-4 through 5-99. Reserved.

Sec. 5-100. Finance Department. The finance department shall be responsible for preparing and administering the operating and capital budgets and the capital improvements plan under the city manager's direction; administering the accounting and financial reporting systems; accounts receivable, revenue collection, accounts payable and preparation of all payroll functions. This department shall also be responsible for debt management and investments and the preparation of the annual financial statements to be independently audited; and any other duties that involve the financial operations of the city.

Sec. 5-101. Financial Policies. In supervising the department, the finance director shall be governed at all times by all financial and other policies adopted by the Mayor and City Council. The city has adopted by resolution detailed financial policies for this purpose.

Sec. 5-102 through 5-102 through 5-199. Reserved.

Sec. 5-200.

Sec. 5-201 through 5-299. Reserved.

Sec. 5-300. Purchasing/Risk Management Department. There is hereby created the Purchasing/Risk Management Department within the Finance Department.

Sec. 5-301. Applicability. The provisions of this chapter shall apply to all primary departments and agencies receiving appropriations from the governing authority of the City of Statesboro and to other agencies, as the governing authority may deem appropriate.

Sec. 5-302. Definitions. The following definitions shall apply to this chapter:

Committee: Committee on standards and specifications.

Finance department: The department in which the purchasing department is assigned.

Goods and services: The tangible items and/or labor and materials necessary to provide an effective and economically responsible delivery of services by the City of Statesboro and for which financial appropriations have been made by the governing authority.

1. *Supplies, materials or contractual services:* All tangible equipment, commodities, repairs or nonprofessional services necessary to operate the government.

2. *Professional services:* Services provided by the following licensed professionals need not be subject to competitive bidding: practitioners of law, medicine, podiatry, dentistry, optometry, psychology, veterinary medicine, physiotherapy, public accounting and civil, mechanical, hydraulic or electrical engineering, architecture, surveying, property appraisal, or professional consultations. The definition of professional services shall be ultimately defined by the State of Georgia.

Purchasing Director: The individual who is assigned the general duties and responsibilities of supervising and administering the purchasing functions.

Using agency: Any department, division, agency, bureau, commission, board, authority, or other unit of the City of Statesboro government using goods and services to carry out the duties and responsibilities of such functions and for which financial appropriations have been made by the governing authority.

Sec. 5-303. Purchasing Department and Purchasing Director. The purchasing director shall administer the policies, regulations, and procedures governing the purchase of all goods and services for the City of Statesboro. The purchasing director shall exercise general supervision of all functions pertaining to purchasing, subject to the review of the finance director.

Sec. 5-304. Duties of purchasing department manager. The purchasing director shall have the following authority, responsibility and duties:

1. To carry out the policies, regulations and procedures for purchasing all goods and services required by the using agencies of the City pursuant to the provisions of this chapter, and other directives of the manager not in conflict with this chapter.
2. To obtain the needed quality of goods and services for the most economical costs which will provide the most effective operations for the City.
3. To discourage restrictive bidding and specifications and to promote open competition.
4. To maintain up-to-date files of all vendors known to the City who are reputable and responsible vendors of goods and services, with prices and discounts as may be available.
5. To establish a standard uniform list of nomenclature of all goods and services regularly used by the City, to be distributed to all using agencies and suppliers, in order to achieve uniformity of common purchases among the various using agencies.
6. To take advantage of all exemptions, discounts and special offers to which the City may be entitled, to ensure the most economical purchase without sacrificing quality, including the availability of "bulk" purchases.
7. To coordinate with the finance department to ensure that all purchases are in compliance with the City's budgeting and accounting policies and procedures.
8. To be informed of the "state-of-the-art" developments and procedures in the field of governmental purchasing, current market conditions, new products and prices.
9. To develop and prescribe such forms as may be necessary to effectively and efficiently carry out the purchasing procedures of the City and to require that such forms be utilized by all using agencies, subject to the approval of the city manager.
10. To ensure that all goods and services purchased by the City are properly received and are representative of and in accordance with the prescribed terms and specifications of the purchase agreement.
11. With the approval of the city manager, to declare ineligible any vendor that misrepresents or defaults on any quotation, bid or purchase agreement with the City and to disqualify such vendor from doing further business with the City for a specified period of time.

12. To promulgate policies and procedures, with the advice of the finance director and approval of the city manager, to administer and carry out the provisions of this chapter or other policies established by the City pertaining to governmental purchases, and to develop and maintain a uniform purchasing manual which shall include all such policies and procedures to be followed by all using agencies.

13. To manage all affairs of the purchasing division.

14. To prepare and submit reports on the purchasing activities of the City in a manner to be prescribed by the city manager.

Sec. 5-305. Committee on standards and specifications---Established; members; meetings; authority. There is hereby established a committee on standards and specifications which shall include the city manager, or designee, as chairman and other such government officers and department heads as determined and appointed by the city manager. The purchasing director shall serve as an ex officio member and secretary to the committee. The committee shall hold such meetings from time to time as deemed necessary by the city manager and shall be authorized to enlist the advice and assistance of any other government officer, employee, specialist or technician as may be deemed appropriate to carry out the duties and responsibilities of the committee.

Sec. 5-306. Same-Duties. The duties and responsibilities of the committee on standards and specifications shall be as follows:

1. To review purchasing policies and procedures to ensure that the process of acquisition of goods and services is carried out effectively.

2. To review the classification of all goods and services commonly used by each using agency.

3. To review and approve standard minimum specifications for all like goods and services commonly used by all using agencies striving to meet the common needs of the majority of such agencies.

4. To review and approve standard minimum qualities, quantities, sizes and varieties of goods and services to be purchased by the City consistent with the desired efficiency of governmental operations, the particular needs of a using agency and the provisions of this chapter.

5. To ensure that all standards and specifications are reasonable, nonrestrictive and certain to promote open competition among vendors.

6. To review special needs of any using agency, to identify noncompetitive types and kinds of goods and services, and to exempt such items from the list of standard purchases. Any such exemption shall include documentation of the reasons for the exemption.

7. To periodically review the standards and specifications, or exemptions, established by the committee and to promptly provide any additions, deletions or other changes and to avoid unnecessary delays in the purchasing process.

Sec. 5-307. Applicability of standards. Each standard specification, until revised or rescinded, shall apply alike in terms and effect to the purchase or contract for the item or service described in such specifications. However, if any item requested by a using agency is not on the standard list or listed as an exemption, the purchasing director shall be authorized to exempt the item based on sufficient justification being provided by the requesting using agency. He shall notify the committee members at the next scheduled meeting of any exemption he has granted, so that the committee can confirm or amend that decision on future purchases.

Sec. 5-308. Substitution of brand names. If a requisition is submitted for a “brand name” item or service, the purchasing director shall notify the requesting agency of acceptable and approved comparable goods or services which meet the requirements of the specifications. The department director and the purchasing director shall jointly decide on the items to be purchased. In case of continued disagreement, the city manager shall make the determination.

Sec. 5-309. Uniform Purchasing Manual. The Uniform Purchasing Manual shall include a step-by-step description of the proper procedures for purchasing goods and services, samples of major forms used in the purchasing process, and a clearly defined explanation of the proper use of such forms and procedures. The manual must be approved by the Mayor and City Council before it becomes effective, as must any subsequent amendments thereto.

Sec. 5-310. Purchase orders. Except as otherwise provided herein, all purchases for goods and services for the City shall be on an official City of Statesboro purchase order.

Sec. 5-311. Budget review prior to issuing purchase orders. Except as otherwise provided for in emergencies, no purchase order shall be issued unless there is a sufficient unencumbered appropriation, in excess of all unpaid obligations of the using agency to cover the amount of such purchase. The Finance Director is authorized to allow such a purchase to be made, provided that the department head has identified a source of funding within the existing budget that can be utilized by budget amendment to cover this expense.

Sec. 5-312. Methods of Purchasing. All purchases for the City shall fall into two distinct categories, with each category containing several possible methods. The using agency should review these methods and determine which is the appropriate method for the contemplated purchase. If there is any uncertainty about which method to use, the purchasing director and the finance director should be consulted. If there is still any uncertainty about which method to use, the city manager shall make the final determination. Details on the procedures to follow for each purchase method shall be

contained in the Uniform Purchasing Manual, which after approval by the Mayor and City Council shall be furnished by the city manager to all department and division heads of the City.

The categories and purchase methods are as follows:

a) Category 1: General Procurement Methods:

1. Petty Cash Process: For purchases of \$50.00 or less if the employee has not been issued a procurement card.
2. Procurement Card Process: For purchases of \$5,000.00 and less.
Purchases of 1,000.01 to \$5,000.00 must use telephone quote process.
The telephone quote process must be followed
3. Telephone Quote Process: For purchases of \$1,000.01 up to \$5000.00.
4. Written Quote Process: For purchases of \$5000.01 up to \$19,999.99
5. Sealed Bid Process: For purchases of \$20,000.00 or more.
6. Fixed Price Agreements Process.
7. Open Purchase Orders Process.

b) Category 2: Special Procurement Methods:

1. Georgia Local Government Public Works Construction Law Projects.
2. Georgia Municipal Street Projects.
3. Sole Source Purchases.
4. Emergency Purchases.
5. Professional Services.
6. Real Property Acquisitions.
7. Cooperative Purchases.
8. Federal and State Purchases.
9. Federally and State Funded Projects and Programs.
10. Natural Gas Supply Purchases.
11. Investment Purchases.

Sec. 5-313. Petty Cash Process. Any employee who has not been issued a procurement card may use petty cash funds for purchases up to \$50.00 with the prior approval of the employee's department head.

Sec. 5-314. Procurement Card Process. The city manager is hereby authorized to implement a procurement card system for use by the various departments of the city. The use of such cards shall be governed by a written policy developed and approved by the Mayor and City Council to limit the amount per transaction, and assure the ability to audit each purchase by each individual user assigned a card. Department heads shall recommend to the city manager the specific employees that they wish to issue such a card, with the specified dollar limit per transaction, which shall not exceed \$5,000.00. The city manager is authorized to allow higher limits for the fleet management personnel given the high cost of some replacement parts, provided that those increased limits are approved by the Mayor and City Council.

Sec. 5-315. Telephone Quote Process. Any purchase which is between \$1,000.01 and \$5,000.00 must use a purchase order, after having obtained at least three telephone quotes for the specific product, contract or service. Each vendor must be given sufficient information to assure that the quotes are for the same product, or a similar product made by another company. The telephone quotes must be recorded by the department, with the date and the signature of the employee who made the calls. This information must be attached to the purchase order as a record of the calls and kept by the Finance Department. If using a procurement card, required quote records shall be kept if the purchase is above the \$1,000.00 limit.

Sec. 5-316. Written Quote Process. Any purchase which is between \$5,000.01 and \$19,999.99 must use a purchase order, after having obtained written quotes for the specific product, contract or service. Since this method does not require sealed bids, the City will allow either mailed, faxed, or emailed quotes, as long as they contain the date, a clear description of the product offered, its price, and any delivery terms, and the name and position of the company representative who has prepared the quote.

Sec. 5-317. Sealed Bid Process. a) This process must be used for any purchase that is for \$20,000.00 or more, unless one of the special procurement methods applies. This process requires the advertisement twice in the local newspaper in which sheriff's sales are advertised, spaced seven (7) days apart, with the first advertisement printed at least fourteen (14) days before the date of the bid opening. The bid must contain the desired quantity and a description of the product or service desired; how to obtain detailed specifications and get answers about them; where and when to submit the bids; how to address the envelope; the time and place where the bids shall be opened, read aloud, and recorded; and any special instructions or conditions, such as attendance at a mandatory or voluntary pre-bid conference. b) All sealed bid process purchases must be pre-approved by the city manager or his designee before advertisement begins. All sealed bid purchases shall be awarded by the Mayor and City Council. No contract concerning a sealed bid shall be signed by a City designee prior to being approved by the Mayor and City Council.

c) In lieu of the sealed bid process the city manager may authorize the use of the reverse auction process provided by the Georgia Municipal Association through a contracted service provider.

Sec. 5-318. Fixed Price Agreements Process. Goods or services used by one or more using agencies on a regular and continuing basis may be purchased under a contract covering a specified extended period of time, at an established price for such goods or services which shall be valid for the duration of the contract period. Purchase agreements under this provision shall be subject to the Sealed Bid Process in Sec. 5-317 above. The departments of the City could then purchase these goods or services on an as-needed basis throughout the agreed time period at the accepted bid price with a valid purchase order, or using the procurement card if the cost is below the assigned card's transaction limit.

Sec. 5-319. Open Purchase Order Process. Department heads may request that the city manager authorize the issuance of an open purchase order for a specified vendor, for a specified period not to exceed a month, with a maximum dollar figure attached. Such purchase orders can only be used by specified employees of that department, with vendors that the City does business with on a regularly recurring basis. This process should be used only when in the city manager's judgment one of the other general procurement methods above will not afford the timely acquisition of needed supplies, materials, or services.

Sec. 5-320. Georgia Local Government Public Works Construction Law Projects.

a) This process shall be used by the City in order to comply with State law. The Official Code of Georgia Annotated 36-91-1 through 36-91-95, or as subsequently amended, requires cities that engage in the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to any public real property other than those projects covered by Chapter 4 of Title 32 of the OCGA (see Sec. 5-321 below) in which the value of said work is \$100,000.00 or more, to use the competitive bid or proposal processes set out in these statutory provisions, unless the proposed work qualifies for one of the limited exceptions. This statute does not apply to the routine operation, repair, or maintenance of existing structures, buildings, or real property.

For public works projects under \$20,000.00, competitive written quotes and proposals, per City policy, shall be obtained and presented to the City Manager for approval. For projects costing \$20,000.00 to \$100,000.00 competitive written quotes shall be obtained and submitted to Council for approval. Although there is no required sealed bid/proposal process per House Bill 1079 for projects with a cost of \$100,000 or less, complete and detailed documentation of obtained written quotes shall be provided and kept in the Purchasing Department. The Purchasing Department shall be involved in every stage of the process in obtaining competitive written quotes. Vendors shall submit written quotes to the Purchasing Department by the determined due date and time. Although many formalities are not required for projects with a cost of \$100,000.00 or less, vendors will be given a due date and time for written quotes and the quotes shall be in a sealed envelope at the time of submittal to the Purchasing Department.

b) The preferred construction delivery method for these projects is the "design, bid, build" method. No other method allowed by state law shall be used unless expressly approved by the Mayor and City Council. No project requiring a contract under this method shall begin the design phase without the express approval of the city manager, even if it has been included in the annual capital budget, so that its methods of financing, design, advertisement, and award have been thoroughly reviewed.

Sec. 5-321. Georgia Municipal Street Projects. a) This process shall be used by the City in order to comply with State law. The Official Code of Georgia Annotated 32-4-90 through 32-4-123, or as subsequently amended, requires cities that engage in a contract valued at \$20,000.00 or more for the construction, reconstruction, or maintenance of all or part of a public road in said municipality, including but not limited to a contract or subcontract for the purchase of materials, for the hiring of labor, for professional

services, or for other things or services incident to such work, to use the competitive bid process set out in these statutory provisions, unless the proposed work qualifies for one of the limited exceptions. If the professional service design phase stands alone and is not part of a complete project package that contains a construction and management element, the requirements for obtaining professional services for street projects shall fall under the general provisions of the professional service guidelines contained in House Bill 1079.

b) No project requiring a contract under this method shall begin the design phase without the express approval of the city manager, even if it has been included in the annual capital budget, so that its methods of financing, design, advertisement, and award have been thoroughly reviewed.

Sec. 5-322. Sole Source Purchases. The city manager shall be authorized to designate a sole source for any item or service under \$20,000.00 in value, the purchase of which, due to special scientific, technological, or extraordinary specifications and circumstances such as but not limited to standardization, is available from only one vendor. Any such purchase shall be documented as to the reasons for the sole source and shall be maintained in the office of the purchasing department. Any proposed sole source purchase that is \$20,000.00 or more in value must be approved by the Mayor and City Council.

Sec. 5-323. Emergency Purchases. The city manager is authorized to waive any or all bidding requirements for the purchase of necessary goods or services whenever an emergency condition exists which presents a threat to the safety, health and welfare of the citizens of the City and whenever such requirements would cause undue delay in the delivery of essential services under such conditions. Any emergency purchases must be reported to the Mayor and City Council at the next regular meeting of the City Council.

Sec. 5-324. Professional Services. a) Professional services, as defined in Sec. 5-302 (2) of this Municipal Code, may be required on a project basis, for specific activities or for certain durations of time. Procurement of these services shall be the primary responsibility of the user agency with the assistance of the purchasing director. After a firm is selected, approval from the City Manager must be obtained for services costing less than \$20,000.00. For services with a cost of \$20,000.00 and higher, it shall be required to obtain the approval of Council prior to the contract being awarded. This process shall comply with O.C.G.A. 36-91-22 and House Bill 1079. This shall apply to public works projects as well as municipal street projects in the area of professional services which are exempt from competitive processes per House Bill 1079. As stated in House Bill 1079, this shall be for stand-alone professional services and shall not be included in an all-encompassing construction project where design, construction and project management are contained in one bid package per House Bill 1079. However, this does not prohibit the usage of a competitive proposal process if it is deemed to be beneficial.

Sec. 5-325. Real Property Acquisitions. a) Easements and other limited property rights valued at less than \$20,000.00 may be negotiated and purchased by the city attorney and the city manager or his designee.

b) Easements and other limited property rights valued at \$20,000.00 or more shall be negotiated by the city attorney and the city manager or his designee, but must be approved by action of the Mayor and City Council.

c) All property acquired in fee simple for city use valued at less than \$20,000.00 may be negotiated and purchased by the city attorney and the city manager or his designee.

d) All property acquired in fee simple for city use valued at \$20,000.00 or more shall be negotiated by the city attorney and the city manager or his designee, but must be approved by action of the Mayor and City Council.

e) The Mayor and City Council may authorize the city manager or his designee to act as their agent to acquire property at any tax lien sale; and such property acquired thereby may by action of the Mayor and City Council be conveyed, sold, transferred, assigned, or given to a duly authorized Land Bank Authority established by the City and Bulloch County pursuant to the statutory provisions of Article 4, Chapter 4 of Title 48 of the Official Code of Georgia Annotated, or as subsequently amended.

f) The City shall acquire street rights-of-way and utility easements and infrastructure that are required to be dedicated by subdivision developers under provisions of the Subdivision Regulations Ordinance.

g) Pursuant to Section 32-4-91 (b) et. seq. of the Official Code of Georgia Annotated, or as subsequently amended, the City Engineer shall notify the Georgia Department of Transportation of any streets either added or abandoned from the municipal street system.

Sec. 5-326. Cooperative Purchases. The city manager is authorized to enter into cooperative purchasing agreements with other units of government when, in his judgment, it would be in the best interest of the City. This is to include utilizing other governmental entity's competitively bidded out contracts. The contract, if utilized, must be an active contract with the originating entity.

Sec. 5-327. Federal and State purchases. Whenever any goods or services are available to the City through a contract with the federal or state government, and when such items or services meet the requirements of a using agency, such item or service shall be deemed to have met all the requirements of competitive bidding and may be purchased under the federal or state contract without regard to further government requirements.

Sec. 5-328. Federally and State funded projects and programs. a) In accordance with the provisions of the U. S. Office of Management and Budget (OMB) Circular A-

102, entitled "Grants and Cooperative Agreements with State and Local Governments," and all related provisions and laws, all City of Statesboro departments shall comply with all federal and state procurement regulations when procuring goods and services funded in whole or in part with any federal or state grant. Further, such regulations shall supersede all local purchasing ordinance provisions to the extent of any conflict.

b) All sub-recipient agencies receiving federal or state funds through the City of Statesboro shall also comply with the federal or state granting agency procurement regulations, which supersede all local purchasing ordinance provisions to the extent of any conflict.

Sec. 5-329. Natural gas supply purchases. The City is a member of the Municipal Gas Authority of Georgia, a joint action agency established by act of the Georgia General Assembly to assist member cities in the purchase of natural gas supplies and to provide other services to improve their municipally-owned natural gas systems. The Mayor and City Council may authorize participation in any natural gas supply purchase program, pre-payment purchase program, price-hedging program, or similar program provided by the Georgia Municipal Gas Authority, if they determine that it is in the best interest of the City.

Sec. 5-330. Investment purchases. a) The City shall keep all funds except petty cash on deposit in an interest-bearing account with rates as determined in its banking services contract, unless the finance director and city manager determine that a longer-term investment at a higher interest rate is in the City's best interest. The finance director and city manager are hereby authorized to invest the idle funds of the City in any investment vehicle authorized by Georgia law for municipalities, for any maturity up to one year. In making the determination of the dollar amount and term, they shall make certain that there would remain sufficient liquidity to meet the City's financial obligations without having to use short-term borrowing, or to cash in an investment prematurely.

b) Any proposed investment instrument with a maturity longer than one year shall not be purchased without the prior approval of the Mayor and City Council.

Sec. 5-331. Deposits; bid bonds. The city manager is authorized to require a bid bond or deposit, payable to the City of Statesboro, for contracts up to \$99,999.99 from vendors bidding on any goods or services when, and in such amounts, as in his judgment the nature of the goods or services to be purchased would warrant such bond or deposit or whenever such bond or deposit is required under state law. Notice of a bond or deposit shall be included in the public notice and bidding specifications. Contracts over \$100,000.00 shall require a bid bond or deposit. Such bond or deposit shall not exceed 100 percent of the bid amount, and shall be in a form acceptable to the city attorney.

Sec. 5-332. Rejection of bids. All purchasing methods that require the use of advertisement and sealed bids shall include language satisfactory to the city attorney which reserves the Mayor and City Council's right to reject any and all bids or proposals,

to waive any technicalities associated with a bid or proposal, and to make the award that it deems in the best interest of the City.

Sec. 5-333. Vendors in default. The purchasing director shall not accept any bid or quotation from, nor issue any purchase order to, any vendor or contractor that is in default (delinquent) on the payment of any taxes, license fees, or other monies due the City of Statesboro.

Sec. 5-334. Records to be maintained. A record and description of all requisitions, competitive bids and quotations, purchase orders, receiving reports and other pertinent documentation of purchasing shall be maintained by the purchasing division manager in accordance with regulations and procedures prescribed in the purchasing manual and shall be public record.

Sec. 5-335. Local buying preference.

The City of Statesboro desires to purchase from local vendors whenever possible. In order to facilitate this desire and also remain responsible to the residents of Statesboro and Bulloch County, the City of Statesboro shall have a 3% in-county vendor advantage. If a local vendor's quote or bid is within 3% of the lowest submitted bid and that lowest submitted quote or bid is from an out-of-county vendor, the local vendor shall have the right to match that bid and shall be awarded the contract. In the event there are two local vendors within 3%, the local vendor with the lowest quote or bid submittal shall have the first opportunity to match the out-of-county vendor's quote or bid. If the lowest local vendor declines, the opportunity shall be offered to the next local vendor providing their bid is within the 3% range. This applies to purchases in the range of \$1,000.01 and up. When public works and or street projects are involved, this policy shall not contradict state law regarding mandated procedures for these processes. In addition, this policy shall not contradict any state funding, federal funding or grant stipulations that may be required. Local vendor shall be defines as:

Local Vendor Defined:

Local vendor shall be defined as having a "brick and mortar" business within Bulloch County and having a City of Statesboro business license or Bulloch County business license.

Sec. 5-336. Vendor appeals. Any vendor or professional may appeal the award of a contract to the city manager within five (5) calendar days of the award of the contract. A vendor dissatisfied with the city manager's decision shall have ten (10) calendar days from the date of his decision to appeal to the Mayor and City Council for final determination.

Sec. 5-337. Conflict of interest. No elected official, appointed officer or employee of the City of Statesboro or any agency or political entity to which the Charter or these provisions apply shall knowingly:

1. Engage in any business or transaction in which the person has a financial interest, which is incompatible with the proper discharge of official duties;
2. Disclose confidential information concerning the property, government or affairs of the government body by which such person is engaged or is a member of without proper legal authorization, or use that information to advance the financial or other private interest of such person or others;
3. Accept any gift that has a value of \$50.00 or more from any person, firm or corporation which to his or her knowledge is interested, directly or indirectly, in business dealings with the government body he or she is a member of or by which such person is engaged; provided, however, that an elected official who is a candidate for public office may accept election campaign contributions and services in connection with any election campaign;
4. Represent private interests other than his or her own in any action or proceeding against the City, or any portion of its government; or
5. Vote or otherwise actively participate in the negotiation or the making of any contract between the City and any business or entity in which he or she has a financial interest.

Sec. 5-338. Execution of Contracts. Pursuant to Section 3-1 (4) of the City Charter, the Mayor shall execute all written contracts for the City, witnessed by the City Clerk.

Sec. 5-339. Sale and disposition of property. a) The Mayor and City Council is authorized to sell any real or personal property owned or held by the City of Statesboro, and not needed for governmental or other public purposes in such manner as is required in state law for cities. The sale of real and personal property shall be accomplished using the procedures codified in Chapter 37 of Title 36 of the Official Code of Georgia Annotated, or as subsequently amended.

b) The sale of real property which is no longer needed for public road purposes and has been abandoned by the city shall be disposed of using the procedures codified in Chapter 7 of Title 32 of the Official Code of Georgia Annotated, or as subsequently amended. The City Engineer shall notify the Georgia Department of Transportation of the abandonment of any street right of way as required by Section 32-4-91 (b) et. seq. of the Official Code of Georgia Annotated, or as subsequently amended.

c) Real property acquired through a tax lien sale may be disposed of by participation in a Land Bank Authority, as authorized by Article 4, Chapter 4 of Title 48 of the Official Code of Georgia Annotated, or as subsequently amended.

Sec. 5-340. Fixed Assets Accounting. The purchasing director shall be responsible for the accurate recording in the fixed assets account group of all additions and deletions to the fixed assets of the city. He shall be responsible also for the proper tagging or other identification process used to catalog these fixed assets as well as other equipment as required.

Sec. 5-341 through 5-399. Reserved.

Sec. 5-400.

Sec. 5-401. through 5-499. Reserved.”

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

First Reading: October 18th, 2011

Second Reading: November 1st, 2011

THE CITY OF STATESBORO, GEORGIA

By: Joe Brannen, Mayor

Attest: Sue Starling, City Clerk

2011-10

ORDINANCE

To impose license fees on insurers conducting business within the City of Statesboro, Georgia; to impose a gross premiums tax on insurers operating within the State of Georgia; to provide an effective date; to repeal conflicting ordinances; and other purposes.

Be it ordained by the Mayor and Council of the City of Statesboro, Georgia; and it is hereby ordained by authority thereof:

Section 1. Insurers License Fees

There is hereby levied for the year 2012 and for each year thereafter an annual license fee upon each insurer doing business within the City of Statesboro, Georgia in the amount of one-hundred dollars (\$100.00). For each separate business location in excess of one not covered by Section 2, which is operating on behalf of such insurers within the City of Statesboro, Georgia, there is hereby levied a license fee in the amount of one-hundred dollars (\$100.00). For the purposes of this ordinance, the term "insurer" means a company which is authorized to transact business in any of the classes of insurance designated in O.C.G.A. Sec. 33-3-5.

Section 2. License Fees for Insurers Insuring Certain Risks at Additional Business Locations

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance said insurer shall pay an additional license fee of thirty-five dollars (\$35.00) per location for the year 2012 and for each year thereafter.

Section 3. Gross Premiums Tax Imposed on Life Insurers

There is hereby levied for the year 2012 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the State of Georgia in an amount equal to one percent (1%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. Sec.33-8-8.1. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. Sec.33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Section 1 of this ordinance.

Section 4. Gross Premiums Tax, All Other Insurers

There is hereby levied for the year 2012 and for each year thereafter an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in subsection 1 of O.C.G.A. Sec.33-3-5, doing business within the State of Georgia in an amount equal to two and one-half percent (2.5%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. Sec.33-8-8.2. Gross direct premiums as used in this section shall mean gross direct premiums as used in O.C.G.A. Sec.33-8-4. The premium tax levied by this section is in addition to the license fees imposed by Section 1 of this ordinance.

Section 5. Due Date for License Fees

License fees imposed in Sections 1 and 2 of this ordinance shall be due and payable on the first day of 2012 and on the first date of each subsequent year.

Section 6. Administrative Provisions

The City Clerk is hereby directed to forward a duly certified copy of this ordinance to the Insurance Commissioner of the State of Georgia within 45 days of its enactment.

Section 7. Effective Date

This ordinance shall become effective January 1, 2012.

Section 8. Severability

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of Statesboro, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

Section 9. Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Ordained this _____ day of _____, 2011 by the Mayor and Council of the City of Statesboro, Georgia.

FIRST READING: November 1, 2011

SECOND READING: November 15, 2011

Mayor

Attest: _____

City Clerk

I hereby certify that the foregoing is a true and accurate copy of an ordinance of the City of Statesboro, Georgia adopted on the

_____ day of _____, _____.

City Seal

City Clerk



City of Statesboro
Department of Community 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 and City Council, City of Statesboro
City Manager Frank Parker

FR: Mandi Cody, Director Planning & Community Development

RE: Amended Article XVI, Parking Regulations, *Statesboro Zoning Ordinance*

Date: October 26, 2011

Attached please find proposed revisions for Article XVI of the *Statesboro Zoning Ordinance* regarding off street parking regulations for all zoning districts other than the Central Business District. (Developments located within the CBD are not required to provide off street parking).

The revisions submitted for your consideration are intended to achieve the following objectives:

1. Consistency of land use descriptions throughout the *Statesboro Zoning Ordinance*.
 - ❖ To that end, land use descriptions in the parking article were combined, eliminated, and otherwise drafted to mirror permissible land uses given for the zoning districts.
2. Reduction of the required minimum number of parking spaces.
 - ❖ Article XVI governs the minimum number of off street parking spaces a development must provide for new constructions, additions, or a change of use/occupancy which intensifies the use of the property. (Please note that developers are free to provide parking spaces in addition to the minimum required number so long as all other development regulations are met).
 - ❖ It is the opinion of staff that the minimum required numbers were excessive – proving to be costly and unnecessary to developments while failing to provide any measurable benefit to the public at large. Therefore, minimum required numbers in this proposal are reduced by approximately fifty percent (50%).
3. Provide ascertainable standards governing the minimum number of required parking spaces.
 - ❖ The minimum required parking numbers currently embodied within Article XVI have no discernable standard or basis.
 - ❖ This amendment establishes a standard formula based upon intensity of land use.
 - ❖ The formulas (with some slight variations where necessary) used in this amendment are as follows:
 1. Low intensity land uses: A minimum of 1 off street parking space for every 1000 square feet of customer service area.

Some examples of low intensity use are business or professional offices, churches, and furniture stores.

2. Moderate intensity land uses: A minimum of 1 off street parking space for every 500 square feet of customer service area. These uses are those generally listed as permissible within the Commercial Retail (CR) zoning district such as retail establishments and personal service facilities.
3. High intensity land uses: A minimum of 2.5 off street parking spaces for every 1000 square feet of customer service area. Uses for this standard include shopping/strip centers and food service facilities.
4. Encourage the use of green space in developments.
 - ❖ The reduction of parking minimums serves to encourage green space rather than forcing developments to meet high minimum number requirements regarding parking.
 - ❖ Introduction of a provision requiring that parking areas required to provide fifty (50) or more parking spaces must also provide one landscaped tree island for every fifty (50) parking spaces.
5. Provide allowance for alternative surface materials for parking areas.
 - ❖ Permits the use of surface materials other than concrete and asphalt in appropriate circumstances, such as employee or company vehicle parking facilities, parks, overflow parking for churches, produce stands, and uses where five (5) or fewer spaces are required to be provided.
 - ❖ This provision also allows the grant of an administrative variance for alternative materials where detriment to the character of the neighborhood or negative environmental impact could occur with the use of asphalt or concrete.
6. Maintain national standard design regulations for parking facilities.
 - ❖ All design standards regulating widths, lengths, etc. of parking facilities (spaces, aisles, etc.) were maintained to reflect national standards with the exception of the width of parking spaces.
 - ❖ Currently, the article requires a 50/50 provision of 9' and 10' wide spaces. This revision provides for 9 1/2' wide spaces with the exception of multifamily uses, which are permitted to use 9' wide spaces.
7. Reduce the number of variances sought for a reduction in minimum required parking spaces and/or seeking the allowance of alternative surface cover materials.

ORDINANCE 2011-11**ARTICLE XVI. OFFSTREET PARKING AND LOADING****Section 1600. Off Street Parking Facilities.**

Except with respect to lots in the CBD district, there shall be provided off street parking for motor vehicles, and the minimum number of parking spaces to be provided shall be as shown in the following list:

Use	Parking Spaces Required
<i>Single-Family Residential</i>	
Single-family residence / Manufactured home	2 per dwelling unit
<i>Multi-Family Residential</i>	
Duplexes / Condominiums / Single family attached	1 per bedroom
Multiple-family uses	1 per bedroom + 1 per 10 dwelling units
<i>Lodging Facilities / Health Care Lodging Facilities</i>	
Hotel / Motel / other lodging facilities.	1 per guestroom + spaces required for additional uses (ex. Restaurants, meeting areas etc...)
Health care facilities (including Hospitals, Group Homes and Nursing Homes)	1.4 for each 4 beds
<i>Commercial Retail, Services, and Entertainment:</i>	
Retail Establishments	1 per every 500 square feet of retail sales area
Furniture, home furnishing, hardware and equipment store	1 per every 500 square feet of retail sales area
Shopping / strip center	2.5 per every 1000 square feet of customer service area
Restaurant, cafeteria, fast food (with seating)	1 per every 1000 square feet of retail sales area
Restaurant, fast food w/drive-in facility (no seating)	2.5 per every 1000 square feet of customer service area
Garden store / produce stand	2.5 per every 1000 square feet of retail sales area
Funeral home / mortuary	1 for every 4 seats in chapel
Dry Cleaning / Laundromat	1 for every 1000 square feet of customer service area
Business and Professional Offices	1 per every 1000 square feet of area
Banks and Financial Institutions	1 for every 500 square feet of area
Agencies, studios, schools	1 per every 500 square feet of area accessible to patrons
Personal service facilities	1 per every 500 square feet of area accessible to patrons
Vehicle and machinery sales, service, and repair	1 per every 1000 square feet of retail sales area or customer area

Industrial Storage / Warehousing / Wholesale Trade:	
Mini-warehouse (self-service storage facilities)	1 for every 30 storage units
Warehouse	1 for each employee during a maximum working shift plus space for storage of truck or vehicle used
Junkyard, salvage yard	1 per every 1000 square feet of office space
Wholesale, trade establishments	1 per every 1000 square feet of sales floor area
Industrial Manufacturing Establishment / Processing:	
Manufacturing and industrial uses	1 for each employee during a maximum work shift
Public Assembly / Institutional:	
Auditorium, assembly hall, civic center, religious facility, spectator sport facilities, theatre	1 for every 5 seats
Places of public assembly or amusement without fixed seating	1 space for each 1000 square feet of floor space devoted to public use
Childcare facilities	Spaces equal 25 percent of capacity
Clubs and lodges, non-commercial	1 for every 1000 square feet
Park / Recreation / Conservation:	
General outdoor recreational areas, parks, etc.	1 for each 5,000 square feet of land area
General indoor amusement or place of recreation	1 for each 500 square feet of general customer service area (not to include dedicated recreation area such as bowling alleys, skating rinks, etc.)

Section 1601. Design Requirements for Multifamily, Commercial, and Industrial Parking Lots.

The following rules shall be observed:

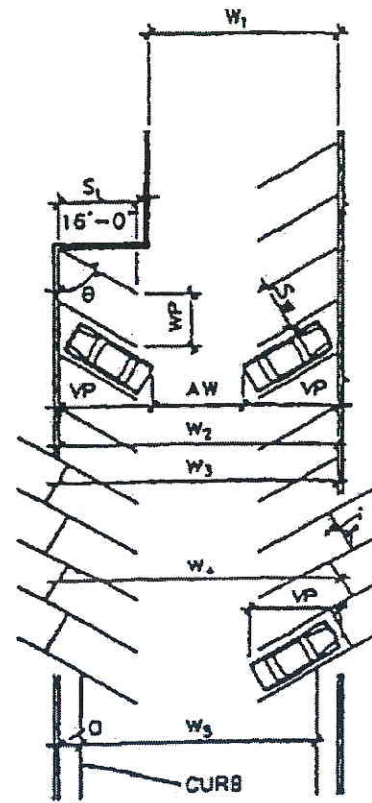
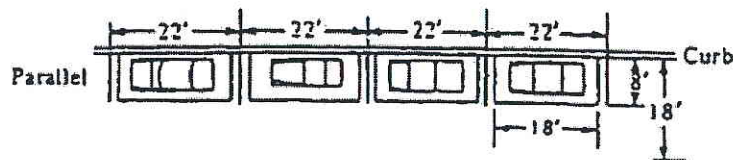
- A. With the exception of drive aisles, a minimum setback of three feet is required of all parking facilities. Measurements will be made from the closest property line to the curb or curb bumper.
- B. The following minimum design standards (based on the Parking Consultants Council and the National Parking Association's Recommended Guidelines for Parking Geometrics) shall be observed in laying out off street parking facilities:

TABLE INSET:

Angle	Inter-lock Reduction	Over-hang	Vehicle Projection	Aisle Width	Module Widths				
	i	o	VP	AW	W 1	W 2	W 3	W 4	W 5
45°	2'-4"	2'-1"	18'-0"	13'-0"	31'-0"	49'-0"	46'-8"	44'-4"	44'-10"
50°	2'-1"	2'-4"	18'-8"	13'-8"	32'-4"	51'-0"	48'-11"	46'-10"	46'-4"
55°	1'-10"	2'-5"	19'-2"	14'-8"	23'-10"	53'-0"	51'-2"	49'-4"	48'-2"
60°	1'-8"	2'-7"	19'-6"	16'-0"	35'-6"	55'-0"	53'-4"	51'-8"	49'-10"
65°	1'-4"	2'-9"	19'-9"	17'-0"	36'-9"	56'-6"	55'-2"	53'-10"	51'-0"
70°	1'-1"	2'-10"	19'-10"	18'-4"	38'-2"	58'-0"	56'-11"	55'-10"	52'-4"
75°	0'-10"	2'-11"	19'-9"	20'-0"	39'-9"	59'-6"	58'-8"	57'-10"	53'-8"

90°	0'-0"	3'-0"	18'-8"	24'-8"	43'-4"	62'-0"	62'-0"	62'-0"	56'-0"
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θ	Parking angle
W_1	Parking module width (wall to wall), single-loaded aisle
W_2	Parking module width (wall to wall), double-loaded aisle
W_3	Parking module width (wall to interlock), double-loaded aisle
W_4	Parking module width (interlock to interlock), double-loaded aisle
W_5	Parking module width (curb to curb), double-loaded aisle
AW	Aisle width
WP	Stall width parallel to aisle
VP	Projected vehicle length, measured perpendicular to aisle
S_L	Stall length
S_w	Stall width = 10 feet for 50% of available parking spaces and
o	Stall width = $9\frac{1}{2}'$ *
i	Overhang clearance
	Interlock reduction



* R-4 Multi-family development may utilize nine (9) foot stall widths

C. **Stacking.** For any use with a drive-up facility that requires vehicles to wait for merchandise or service, such as a restaurant, a vehicular stacking area shall be provided with sufficient area for a minimum of four vehicles to park in line behind one vehicle stopped at the facility's first stopping point. The stacking area shall be provided entirely on the property and shall be designed so it does not prohibit vehicles from entering or exiting parking spaces or the lot itself and it shall not be within a required drive aisle.

D. **Islands.** Parking facilities that are part of a commercial development requiring fifty (50) or more spaces shall include landscape islands at the rate of one landscaped for every fifty (50) required spaces. Islands may be landscaped and counted towards requirements of *Chapter 86, Division 2, Section 86-62 of the Statesboro Code of Ordinances*

E. **Shared and Joint Parking Facilities.**

1. Shared Parking between day and night users. One half of the off street parking spaces required by a use whose peak attendance will be at night or on Sundays may be shared with a use that will be closed at night or on Sundays.

2. Joint Parking. Parking spaces that are proposed to be shared among two or more uses must be clearly available to all uses collectively and not appear to be serving a particular use, either

through signage dedicating the spaces or through design techniques that would tend to orient use of the spaces to a particular business or building.

3. Shared Parking Agreements. Joint or Shared parking arrangements involving two or more parcels must be committed to writing in an instrument acceptable to the Director of Planning/Community Development and approved by the owners of each of the affected properties or uses. A copy of the agreement shall be filed for record with the Clerk of the Superior Court of Bulloch County.

4. Shared Parking for multiple or mixed uses. The Zoning Administrator may approve a reduction of up to 20% in the number of parking spaces required for a specific use where inter-parcel access is provided and a shared parking arrangement demonstrates that adequate parking will be provided for the affected uses.

F. Surfacing Material.

1. All parking lots and loading areas shall be paved with concrete, asphalt, concrete/brick pavers or similar "all weather" surface materials approved by the City Engineer.
2. Notwithstanding the foregoing, the following may utilize contained alternative surfacing material to include, but not limited to, porous asphalt, turf, gravel, wood, mulch and cobble for spaces other than areas dedicated for disability access:
 - a. Minimum parking, pursuant to Section 1600, of five (5) spaces or less;
 - b. Parking reserved exclusively for employees or company vehicles (provided in addition to minimum required spaces for customers);
 - c. Parks, playgrounds, fields used for organized sports, fairgrounds, and other similar uses;
 - d. Overflow parking areas for religious facilities, flea markets, produce stand or uses similar in nature;
 - e. Other uses as approved by Administrative Variance.
3. An Administrative Variance may be granted from the paving, marking, and or curb/gutter requirements of this provision if negative impact to the environment would occur, or, if the provision of alternative surface materials, curbing, or access control would be more compatible with the character of the area or more suitable for environmental, drainage, storm water, or other relevant considerations. Administrative relief may be granted from this provision upon a showing of facts substantiating the requested relief, rather than upon a showing of hardship.

G. Proper grading to eliminate sheet flow of drainage water onto sidewalks, public rights-of-way, and abutting property shall be designed and constructed. Provisions may be necessary for the on-site collection and storage of drainage water. The effects of sheet flow may be mitigated by the use of pervious surfaces for parking facilities.

H. Adequate aisles and turn-around areas shall be provided so all vehicles may enter and exit the parking facility in a forward manner.

I. Clear and permanent markings shall be provided to define individual parking spaces, drive aisles, drive lanes, and intersections in accordance with specifications approved by the city engineer. Markings shall not be required of spaces used exclusively for demonstration of inventory.

J. Wheel stops shall be provided in all parking facilities that do not already have curbing for all spaces abutting property lines, buildings, and landscaping. No vehicle shall overhang a public right-of-way. They shall be a minimum of four inches in height and width and six feet in length. They shall be firmly attached to the ground and so constructed as to withstand normal wear.

K. Parking facilities shall be at all times maintained at the owner's expense in a clean, orderly, dust free, and undeteriorated condition and in conformance with the provisions of this section.

J. Parking facilities must be in conformance with the provisions of this section prior to the issuance of a certificate of occupancy for the building served by the parking facilities or an occupational tax certificate for a business on the property.

L. Parking facilities shall be constructed or enlarged and meet all applicable provisions of this article when a new building is constructed, an existing building is enlarged, additional dwelling units are created, or when a use is intensified by the addition of floor space, seating capacity, or change in use.

Section 1602. Required off street loading spaces.

Loading spaces required under this section shall be at least 50 feet long and 12 feet wide. The regulations of this section are not applicable in the CBD district. Every lot used for commercial or industrial purposes and having a building or buildings with a total area of at least 10,000 square feet and every lot used for office or research purposes on which there is a building or buildings having a total floor area of at least 20,000 square feet, shall be provided with an off street loading space. An additional off street loading space shall be required for lots used for commercial or industrial purposes where the floor area of all buildings exceeds 100,000 square feet.

Section 1603. Requirements for single-family and two-family residential parking.

For single-family and two-family dwellings within the R-15, R-20, R-30, and R-40 zoning districts, the following restrictions shall apply:

A. It shall be unlawful for any person to park, place, or allow the parking or placement of an automobile, truck, trailer, motorcycle, all-terrain vehicle, recreational vehicle, boat, or similar item on an unimproved surface within the area between any outside wall of a house and a property line which is also a public right of way boundary. If the property abuts more than one public right of way, this prohibition shall apply to the area between any outside wall of the house and any property line that is also a public right-of-way boundary.

B. Vehicles and other items as described above may be parked or placed on an unimproved surface only if located on a part of the property that is not between the house and a property line that is also a public right of way boundary and only if parked or placed in an orderly fashion.

C. The owner of the property must provide an adequate area meeting the provisions above for all vehicles and/or other items used or owned by residents or visitors of the property.

D. The planning director for the city shall have the authority to waive, in whole or in part, the provisions of subsections A, B, and C above in the event of a hardship related to physical constraints of the property or health of a resident of the property. The property owner shall be required to provide proof of a hardship sufficient to warrant a waiver.

E. All vehicles and other items referenced in section 1605.A shall have valid and current license and/or registration as required by the State of Georgia and shall be legally and safely operable as originally designed.

In the event of a conflict between the requirements of this section and any other access control and driveway standards and specifications in use by the City of Statesboro, the most restrictive specifications and requirements shall take precedence.

DRAFT



City of Statesboro
Department of Community 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 and City Council, City of Statesboro
City Manager Frank Parker

FR: Mandi Cody, Director Planning & Community Development

RE: Proposed Article to *Statesboro Zoning Ordinance*: Administrative Variances

Date: October 26, 2011

Attached please find a proposed addendum to the *Statesboro Zoning Ordinance* providing authority for the administrative (staff) grant of variances of a twenty percent (20%) deviation from the minimum or maximum standards for enumerated provisions of the *Statesboro Zoning Ordinance*.

The intent of this article is to expedite the review of standard variance requests and allow for the staff to act on behalf of Council in circumstances where the intent of *the Statesboro Zoning Ordinance* may be achieved, the applicant can demonstrate a hardship necessitating the requested variance, and the parameters of the request fall within the defined authorities of the Zoning Committee as granted by the City Council.

The Director of Planning & Community Development, the City Engineer, and the City Manager shall serve as members of the Zoning Committee. Dissatisfied applicants could submit their variance request for consideration to the Planning Commission and for judgment by the City Council.

Approval of this article would serve to cut applicant's review time from the standard 60-90 days to 10 business days.

ORDINANCE 2011-12

Article XXIX. ADMINISTRATIVE VARIANCES

Section 2901. Authority.

The Zoning Committee for the City of Statesboro shall have the authority to grant or deny administrative variances from certain provisions of the *Zoning Ordinance* of the City of Statesboro, Georgia as enumerated in this article, where in the opinion of the Zoning Committee, the intent of this Ordinance can be achieved and equal performance obtained by granting an administrative variance.

The grant of an administrative variance shall not exceed 20 percent from the minimum or maximum standards provided in the Zoning Ordinance of the City of Statesboro in said articles and sections provided herein unless other standards are clearly provided pursuant to a specific section of this Ordinance.

Where this section omits specific references to the Zoning Committee's authority to grant an administrative variance and such authority is clearly evident in a provision of this Ordinance, the omission from this article shall not be construed as limiting the Zoning Committee's authority.

Section 2902. Zoning Committee Defined.

The Zoning Committee shall be comprised of the Zoning Administrator, the City Engineer, and the City Manager or his/her designee who will attend regularly scheduled meetings to review and render decisions on administrative variance requests.

Section 2903. Administrative Variances by the Zoning Committee.

In addition to any other administrative variances specifically authorized by the *Zoning Ordinance* of the City of Statesboro, Georgia, the following provisions of this article may be administratively varied by the Zoning Committee, subject to the specific limitations of this section.

- (a) Setback lines for front yards, side yards, corner side yards, and rear yards as said footage is applied to the construction of improvements on real property;
- (b) Building Coverage regulations for lot areas;
- (c) Section 1600, as said section applies to "Required off street parking facilities". Said 20 percent variance shall apply to the minimum number of parking space requirements.
- (d) Section 1601, as said section applies to width of parking spaces;
- (e) Article XXIII, as said article applies to "Buffer Requirements";
- (f) Article XV, as said article applies to "Signs". Said 20 percent variance shall apply to the maximum aggregate sign area;
- (g) Section 2203.1, as said section applies to "Minimum size dwelling".

Section 2904. Requirements for Administrative Variance Applications.

To initiate an application for administrative variance, an application must be submitted to the Department of Planning & Community Development which shall include at minimum the following:

- (a) An application form supplied by the department and a statement of hardship form included with the application form must be completed by the applicant.
- (b) A non-refundable fee as fixed from time to time by the governing body.
- (c) Plat or boundary survey. One (1) scale copy and one (1) reproducible size copy (no larger than 11" x 17") of a plat or boundary survey of the property or properties involved in the application.

The Zoning Committee in reviewing an application shall also be authorized to require any supporting information necessary to review an administrative variance on the record necessary to resolve the request for relief. These may include but are not limited to architectural renderings, concept plans or as-built surveys.

Section 2905. Criteria for Administrative Variances.

In acting upon applications for administrative variances, the zoning committee shall consider whether one or more of the following condition(s) exist to justify or provide grounds for approval of said request:

- (a) 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;
- (b) The special conditions and circumstances do not result from the actions of the applicant;
- (c) The application of the ordinance to this particular piece of property would create an unnecessary hardship;
- (d) Relief, if granted would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.

Section 2906. Decision.

After the receipt of a completed application for an administrative variance, the zoning committee shall have ten (10) business days to render a decision.

After review of the application, the zoning committee may determine to approve, approve with conditions, or deny the request. Following the decision of the zoning committee, a notice of action on an administrative variance shall be sent by mail to the applicant stating the approval, conditions, if any, or reason(s) for denial.

In the event the requested administrative variance exceeds a 20 percent deviation from the required minimum/maximum standards of the aforesaid articles and sections, or otherwise deviates from the express authority of the Zoning Committee provided within this Ordinance the Zoning Committee shall have no authority to approve such request but shall be required to deny the same.

Upon the Zoning Committee's denial of any application for administrative variance, the applicant shall have the right to submit an application for a variance pursuant to the provisions this Ordinance. The

Zoning Administrator shall be authorized to require any supporting information necessary to review the variance request.

RF

Resolution 2011-33 A RESOLUTION ACCEPTING STREETS & ASSOCIATED UTILITY
EASEMENTS WITHIN NORTHBRIDGE SUBDIVISION AS PUBLIC STREETS TO BE OWNED
AND MAINTAINED BY THE CITY OF STATESBORO, GEORGIA.

WHEREAS, Jennings Construction & Development, Inc. is the owner of three street segments within Northbridge Subdivision, and wishes to convey said streets and associated utility easements to the City of Statesboro; and

WHEREAS, with the planned growth of the surrounding area, the City believes it is in the best interest of the public for those roads to be public streets, owned and maintained by the City;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled this _____ day of _____, 2011, as follows:

Section 1. Northbridge Drive, Bridgeport Drive, and Goldengate Lane, along with their associated utility easements, as shown on a plat recorded in Plat Book 64, Page 417 of the Bulloch County Records, incorporated herein and attached hereto as part of this Resolution, are hereby formally accepted for dedication by the City of Statesboro, Georgia as public streets and rights-of-way to be owned and maintained by the City of Statesboro.

Section 2. That this Resolution authorize and direct the Mayor of the of the City of Statesboro, Georgia to accept the dedication of the above described property by virtue of a right of way deed.

Section 3. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Passed and adopted this _____ day of _____, 2011.

THE CITY OF STATESBORO, GEORGIA.

By: _____
Mr. Joe Brannen, Mayor

Attest: _____
Mrs. Sue Starling, City Clerk



RETURN RECORDED DOCUMENT TO:

**Laura T. Marsh
Franklin, Taulbee, Rushing, Snipes & Marsh, LLC
1209 Merchants Way, Suite 201
Statesboro, GA 30458**

(SPACE ABOVE THIS LINE FOR RECORDING DATA)

**STATE OF GEORGIA]
]
COUNTY OF BULLOCH]**

RIGHT-OF-WAY DEED

THIS INDENTURE, made this ____ day of October, 2011, between **JENNINGS CONSTRUCTION & DEVELOPMENT, INC.**, a Georgia corporation, as party of the first part, hereinafter referred to as "Grantor", and **THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA**, as party or parties of the second part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

That Grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, all of the following described property, to wit:

All those certain tracts or parcels of land situate, lying and being in the 1209th G. M. District of Bulloch County, Georgia, and in the City of Statesboro, being all subdivision rights-of-way and cul-de-sacs adjacent thereto in Northbridge Subdivision, Phase I, i.e., the sixty foot (60') rights of way and adjoining cul-de-

sacs of South Bridgeport Drive and North Bridgeport Drive, as more particularly shown on a plat prepared by Marlin Nevil, Registered Land Surveyor, dated February 4, 2008, revised April 15, 2008 and June 28, 2010, recorded in Plat Book 64, Page 417, Bulloch County records.

The above referenced plat and the description thereon are by reference incorporated herein for all purposes of this description.

SUBJECT TO restrictive covenants of record and easements granted for water, electricity, sewerage, telephone, cable television, and other utilities, if any.

THIS DEED WAS PREPARED BY FRANKLIN, TAULBEE, RUSHING, SNIPES & MARSH, LLC AT THE DIRECTION OF THE PARTIES HEREIN WITHOUT BENEFIT OF SEARCH OF THE OFFICIAL RECORDS OF THE CLERK OF SUPERIOR COURT OF BULLOCH COUNTY, GEORGIA. THE AFORE-REFERENCED FIRM MAKES NO CERTIFICATION OR REPRESENTATION TO SAID PARTY OR PARTIES AS TO THE MARKETABILITY OF TITLE OF THE SUBJECT PROPERTY(IES) INCLUDING SUCH STATE OF FACTS AS WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PROPERTY(IES).

TO HAVE AND TO HOLD the said tract or parcel of land, with all singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year
above written.

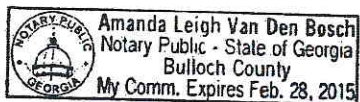
JENNINGS CONSTRUCTION & DEVELOPMENT, INC.

BY: Jerry Jennings
JERRY JENNINGS, PRESIDENT

Signed, sealed and delivered in the
presence of:

Lynne Fitch
Witness

Amanda Leigh Van Den Bosch
Notary Public



GRANTEE:
MAYOR AND CITY OF STATESBORO

By: _____

Attest: _____

Signed, sealed and delivered
In the presence of:

Witness

Notary Public

UTILITY EASEMENT

GEORGIA, BULLOCH COUNTY

For and in consideration of the sum of One dollar (\$1.00) in hand paid and other good and valuable considerations, the undersigned does grant unto the Mayor and City Council of Statesboro (hereinafter referred to as "Grantee") a perpetual permanent easement for the purposes and uses hereinafter set forth, over, across and through the following lands to wit:

Ten foot (10') utility easement running along the right of way of all subdivision streets in Northbridge Subdivision, Phase I, as more particularly shown on a plat prepared by Marlin Nevil, Registered Land Surveyor, dated December 12, 2007, and recorded in Plat Book 64, Page 56, Bulloch County records.

Said easement is granted to Grantee for the purpose of a utility easement and is to be used for the construction, installation and subsequent maintenance of a utility easement of Grantee. The easement herein granted shall be binding upon the heirs, assigns, and successors of the undersigned and shall ensure to the benefit of successors in title of Grantee.

WITNESS the hand and seal of the undersigned this ____ day of _____, 2011.

Signed, sealed and delivered

GRANTOR:
JENNINGS CONSTRUCTION &
DEVELOPMENT, INC.

in the presence of:

Lynne S. Fitch
Witness

BY: Jay O. Jennings

Notary Public as to Mayor and City of
Statesboro

GRANTEE: MAYOR AND CITY OF
STATESBORO

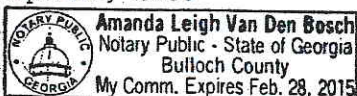
Signed, sealed and delivered
in the presence of:

BY: _____
Mayor

Witness

Amanda Leigh Van Den Bosch
Notary as to Jennings Construction
& Development, Inc.

ATTEST: _____
City Clerk





FILED
RECEIVED
AUG 11 AM 9:59
CLERK
JURY

CITY OF STATESBORO

REQUEST FOR PROPOSALS – FIBER OPTIC INSTALLATION

DEADLINE: October 13th, 2011, 3:00PM EST

City of Statesboro
Purchasing Department
50 E Main Street
Statesboro, GA 30458

1. SCOPE AND COST

Construction of 4875 feet of 96 Ct Armored S/M fiber from City Hall on East Vine Street to the Police Station on East Grady Street. Includes terminating the 96 Ct fiber inside the Police station and terminating 24 of the 96 at City Hall in provided patch panel cases. Total cost including materials and labor: \$32967.39

In response to the request for City ownership or permanent rights to the Fiber Optic Cable, Northland is able to provide permanent rights. Our maintenance agreements have conditions based on our own responsibilities and legal ties with the utility owned poles and financial institutions. To the extent any terms are inconsistent with those listed in the RFP, Northland is prepared to discuss how to incorporate such terms into the Agreement.

In response to the provision of a maintenance agreement, Northland is able to provide this service at a rate of \$738.40 per month. To the extent any terms are inconsistent with those listed in the RFP, Northland is prepared to discuss how to incorporate such terms into the Agreement.

2. EXPERIENCE OF COMPANY

Northland Communications is a leading provider of telecommunications services to communities in Alabama, California, Georgia, Idaho, North Carolina, South Carolina, Texas and Washington. Northland is headquartered in Seattle, Washington and has a divisional office in Statesboro, Georgia.

Northland Communication has the resources and expertise of a nationwide company that also has over 20 years of local experience supporting the City of Statesboro's communications and networking needs.

Our proposal will provide the City of Statesboro with the backbone it needs for communications between the vital city services of the Statesboro Police Department and City Hall. Our knowledge and experience in this community make us the perfect partner to support this and future growth and needs of the City of Statesboro.

staff. He provides project management, timeline tracking and budgeting for plant operation including line extensions, upgrades, and new service additions. Mr. Bradley is responsible for FCC testing and compliance as well and maintaining Northland's rigorous Quality Assurance standards. Mr. Bradley has over 20 years experience with Northland in the cable television industry.

3. REFERENCES

Self Regional Hospital
Greenwood, SC

Contact: Andy Hartung, 864-725-5693

Northland constructed 7.5 miles of point to point fiber connecting three offsite locations including Piedmont Cardiology, Wellness Center, and Urgent Care. The project included coax for phone and Internet service in all three locations. This project also includes an ongoing maintenance agreement.

Lander University
Greenwood, SC

Contact: Mike Blackwell, 864-388-8733

Northland constructed a 10 mile fiber connection from our headend to the University communications building for the delivery of Internet.

Piedmont Technical College

Greenwood, SC

Contact: Al West, 864-941-8652

Northland constructed a 33 mile fiber connecting Piedmont College and administrative locations in Saluda and Edgefield, SC. This project also includes an ongoing maintenance agreement.

4. TIMELINE

Upon approval of this project, allow 12 to 20* weeks for fiber delivery, two weeks for construction and overlash, and one week terminating fiber at each location, for a total duration of 15 to 23 weeks from approval of the project.

*Timing of fiber is based on the current fluctuating delivery times within the fiber market.

5. TERMS AND CONDITIONS

SEE ATTACHED

6. INSURANCE COVERAGES

SEE ATTACHED

The Northland team contributing to this project will be:

R. Jack Dyste	Chief Operating Officer
Lee Johnson	Divisional Vice President
Pamela Kluth	Project Manager
David Hilarides	General Manager
Rocky Bradley	Plant Manager

R. Jack Dyste

Mr. Dyste serves as Chief Operating Officer of Northland Telecommunications Corporation and each of its affiliates and subsidiaries. He joined Northland in 1986. Mr. Dyste has primary responsibility for day to day operations of Northland's cable video, Internet and telephone operations in eight states representing over 320,000 homes passed. Additionally, Mr. Dyste oversees the technical performance, maintenance and upgrade of Northland's systems and is involved in the development and analysis of new technologies, products and services. He is a current member of the Society of Cable Telecommunications Engineers (SCTE) and a past President of the Mt. Rainier SCTE chapter. Mr. Dyste achieved the highest engineering certification level of Broadband Certified Engineer (BCE) from the SCTE in 1990. Mr. Dyste joined Northland in 1986 as an engineer and served as Operational Consultant to Northland Communications Corporation from August 1986 to April 1987. From 1977 to 1985 Mr. Dyste owned and operated Bainbridge TV Cable. He is a Graduate of Washington Technology Institute.

Lee Johnson

Mr. Johnson serves as Divisional Vice President for Northland Telecommunications Corporation. Mr. Johnson is responsible for Northland's SE Division which includes cable properties in Georgia, South Carolina, North Carolina and Alabama. Mr. Johnson has worked in the cable industry since 1968 and has worked for Northland since 1986, first serving as regional manager for systems in Georgia and Mississippi and as Divisional Vice President of the SE Division since 1994.

Pamela Kluth

Ms. Kluth is Project Manager for Northland Communications, providing technical and project coordination for all of Northland's plant infrastructures. Ms. Kluth is responsible for planning and advising all Northland systems with regard to technical performance as well as system upgrades and rebuilds. She brings over 30 years experience in telecommunications. Prior to coming to Northland Communications in 2011, Pamela owned and operated a corporation that designed and maintained data, Internet, video and phone infrastructures worldwide.

David Hilarides

Mr. Hilarides is Business Manager for Northland's Statesboro, Vidalia, Swainsboro, and Sandersville cable systems. Mr. Hilarides oversees daily system operations including management of the administrative staff and coordination with the field staff. Mr. Hilarides is responsible for budget performance and tracking, project planning and coordination, marketing, and administration including human resources. He works with the customer service and technical staff to ensure service integrity and customer satisfaction. Mr. Hilarides joined Northland in 2011.

Rocky Bradley

Mr. Bradley as Plant Manager for Northland's Statesboro, Vidalia, Swainsboro, and Sandersville cable systems, is responsible for field and system plant operations as well as management of the technical

NORTHLAND COMMUNICATIONS - CITY OF STATESBORO RFP

staff. He provides project management, timeline tracking and budgeting for plant operation including line extensions, upgrades, and new service additions. Mr. Bradley is responsible for FCC testing and compliance as well and maintaining Northland's rigorous Quality Assurance standards. Mr. Bradley has over 20 years experience with Northland in the cable television industry.

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5. TERMS AND CONDITIONS

SEE ATTACHED

6. INSURANCE COVERAGES

SEE ATTACHED

INSTRUCTIONS TO BIDDER - Continued

QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS. Bidders shall notify the City of Statesboro Purchasing Department of any inconsistency found during the examination of the solicitation. Any clarification shall be made, in writing to the COS Purchasing Agent. *Questions regarding this solicitation must be submitted in writing*, either by mail or facsimile, to COS Purchasing Agent and shall arrive at least four (4) working days prior to Submittal Deadline. Questions received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the questions or comments.

Clarification, corrections, or changes to specifications. All clarifications, corrections, or changes, to the solicitation documents will be made by Addendum *only*. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone, in person, or at a pre-bid conference. Interpretations, corrections, and changes shall not be binding unless made by Addendum. All Addenda issued shall become part of the Agreement documents. Addendum will be sent to all known solicitation holders by facsimile or US mail. It is the Bidders sole responsibility to ascertain that it has received all Addenda issued for this solicitation. All Addenda must be acknowledged and returned on or before the Submittal Deadline, unless otherwise directed by an Addendum.

TERMS OF THE OFFER. COS's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the COS. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

TERMS AND CONDITIONS

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The City of Statesboro shall reserve the right to cancel this contract by giving (30 Days written notice to the vendor. The COS may cancel this contract with cause anytime by giving - (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the COS and shall include but not limited to: failure to supply materials or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the City of Statesboro (COS).

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the COS, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and COS's written acceptance shall constitute a binding contract.

TERMS AND CONDITIONS - Continued

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of Georgia. The parties stipulate that this contract was entered into in the county of Bulloch, in state of Georgia. The parties further stipulate that the county of Bulloch, GA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the COS enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The COS reserves the right to reject any bids, all bids, or any part of a bid. The COS reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the COS or any other governmental agency. The COS expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of Statesboro (COS).

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of Georgia, Division of Industrial Safety.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the COS.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The COS is exempt from Federal Excise Tax.

TAXES, SALES. (State) Sales Tax should be shown separately on the Bid Form, when and where indicated.

WAIVER OF INFORMALITIES. The COS reserves the right to waive informalities or technicalities in bids.

SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT

AUTHORIZED DISTRIBUTOR. Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.

BRAND NAMES. Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS. Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City of Statesboro shall be the sole judge if equivalents are equal to the items specified. The City of Statesboro reserves the right to waive brand specific requirements.

COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the COS harmless for any failure to so conform.

DELIVERY HOURS.

DELIVERY TIME Please list when work can begin and a completion date.

DEMONSTRATION OF PRODUCT. A demonstration of the item(s) offered may be required. If the demonstration cannot not to be performed at a (Agency) facility, the demonstration must be performed within a 60-mile radius of the COS Purchasing Office. Bidders shall indicate on their bid the location of the demonstration site. Bids for item(s) that do not perform to the COS's satisfaction during the demonstration will be declared non-responsive and will not be considered for award of bid.

**SPECIAL PROVISIONS
FOR MATERIALS & EQUIPMENT - Continued**

F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination, City of Statesboro. All shipping and freight charges shall be shown separately on the bid form.

HOLD HARMLESS. Successful Bidder agrees to indemnify, defend, and hold harmless the City of Statesboro and all employees, insurance carriers connected with COS from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, for provision of the products specified under the contract. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity in this paragraph.

MANUFACTURER & MODEL NUMBER. On his Bid Form, Bidder must state the manufacturer name and model number of each item proposed.

NEW AND UNUSED. Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.

SAMPLES. For evaluation purposes, samples may be requested from any Bidder. Samples shall be provided at no charge unless Bidder indicates on his bid the exact charge for samples. The COS reserves the right to consume samples for testing. The COS may retain sample until delivery and acceptance of contracted items and vendor shall remove samples at their expense at the request of COS.

TESTING. After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the contractor. When tests indicate the materials do not meet specifications, the COS reserves the right to cancel the award and to purchase the goods in the open market at the expense of the vendor.

Bidder further agrees, in addition to the terms and conditions specified herein the following terms and conditions that are a part of this bid and any resulting contract:

F.O.B. Point. All shipments shall be made F.O.B. destination, City of Statesboro, GA). F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the City of Statesboro, even if the COS agrees to pay for shipping and handling. The COS will allow freight charges, but only if they are indicated on this form. Freight shall be shown separately on the lines provided.

Award. Bid award will be based on the lowest responsible bid price including any transportation charges, as well as any other criteria indicated in these specifications.

Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

Taxes. The COS is exempt from Federal Excise Tax. The COS is exempt from state sales tax in Georgia.

Non-Collusion Affidavit

State of (Georgia)
County of Bulloch ss.

RICHARD I CLARK, being first duly sworn, deposes and says that he or she is Owner of NORTHLAND COMMUNICATIONS making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

10/12/11 (Date) Richard I. Clark (Signed)

NORTHLAND COMMUNICATIONS Bidder Name
(Person, Firm, Corp.) RICHARD I CLARK Authorized Representative

101 STEWART ST SUITE 700 Address
SEATTLE WA 98101 City, State, Zip
RICHARD I CLARK Representative's Name
EXECUTIVE VICE PRESIDENT Representative's Title

Vendor Name: NEVERTLAND COMMUNICATIONS

Representative: RICHARD I CLARK / Title: EXECUTIVE VICE PRESIDENT

Signature: 

*By signing this form, I agree to the terms and conditions contained in this bid package and if my company is awarded the contract, I agree that this signed bid response shall serve as the legal binding document concerning this contract.



CERTIFICATE OF LIABILITY INSURANCE

NORT-29

OP ID: CC

DATE (MM/DD/YYYY)

06/23/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services Inc
4530 Walney Road - Suite 200
Chantilly, VA 20151
John R Muha / FMA

703-397-0977

703-397-0995

CONTACT
NAME: C. CrowleyPHONE
(A/C, No, Ext): 703-397-0977FAX
(A/C, No): 703-397-0995E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Axis Insurance Company

INSURER B: Employers Ins Co of Wausau

21458

INSURER C: Hartford Casualty Ins Co

29424

INSURER D: Travelers Prop Cas Co of Amer

25674

INSURER E:

INSURER F:

INSURED
Northland Communications Corp.
101 Stewart Street, Suite 700
Seattle, WA 98101

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/>	GENERAL LIABILITY		42UENAC3963	07/01/11	07/01/12	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/>						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/>						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/>						PRODUCTS - COM/OP AGG	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						
<input type="checkbox"/>	POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
C	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY		42UENAC3851	07/01/11	07/01/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/>	ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/>	HIRED AUTOS	<input checked="" type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/>							\$
	<input type="checkbox"/>							\$
C	<input type="checkbox"/>	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	42RHUAC3717	07/01/11	07/01/12	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/>	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WCC-Z91-539442-058	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Comm'l Property			QT-660-8015B717-TIL-10	07/01/11	07/01/12	Blanket	5,000,000
A	Broadcasters Liab.			MCN 643220	07/01/11	07/01/12	Occ./Agg.	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

FOR INFO

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



10-12-11

City of Statesboro

Request for Proposal—Fiber Optic Installation

Base Bid

Gregory Electric Company, Inc. submits a quote of \$49,920.00.

This quote is to provide and install 96 strand single mode fiber optic cable from the Police department to City Hall. It includes terminating into ADC network panels with SC single mode connectors.

Time Line:

This project will take approximately 30 to 45 days to complete once notice to proceed is given. This timeframe is subject to delivery time of Fiber Optic cable. This could be up to 15 weeks based on availability.

Thank you for your consideration,

Gregory Electric Company, Inc.

A handwritten signature in cursive script that reads 'Lisa M Phillips'.

Lisa M Phillips

Vice-President

A Division of Gregory Electric Company, Inc.

PO DRAWER 1419 COLUMBIA SOUTH CAROLINA 29202 TEL 803-748-1122 FAX 803-748-1102 WWW.GREGORYELECTRIC.COM



**GREGORY
ELECTRIC**
TELECOMM

10-12-11

City of Statesboro

Request for Proposal—Fiber Optic Maintenance Agreement

Gregory Electric Company, Inc. submits the following rates for an annual Maintenance agreement.

Locating Cable per trip--\$85.00 each

Labor Hourly Rates:

Foreman --\$50.00 ST	\$75.00 OT
Operator--\$35.00 ST	\$52.50 OT
Laborer--\$22.00 ST	\$33.00 OT
Fiber Splicer--\$125.00	\$187.50 OT
Inside Tech--\$85.00	\$127.50 OT

Equipment Hourly Rates:

Pick UP--\$15.00

Backhoe--\$55.00

Flat Bed Truck--\$25.00

Dump Truck--\$50.00

Excavator--\$75.00

Tamp--\$13.00

All material will be billed at Cost Plus 12%. Thanks for your consideration,

Gregory Electric Co. Inc.

Lisa M Phillips

Vice-President

A Division of Gregory Electric Company, Inc.

PO DRAWER 1419 COLUMBIA SOUTH CAROLINA 29202 TEL 803-748-1122 FAX 803-748-1102 WWW.GREGORYELECTRIC.COM

Non-Collusion Affidavit

State of SC (Georgia)
County of Richland ss.

Lisa M Phillips

Vice-President

being first duly sworn, deposes and says that he or she is ~~Owner~~ of Gregory Electric Co. Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

10-12-11

Lisa M Phillips

(Date)

(Signed)

Gregory Electric Co. Inc.

Lisa M Phillips

Bidder Name

Authorized Representative

(Person, Firm, Corp.)

PO Drawer 1419

Lisa M Phillips

Address

Representative's Name

Columbia SC 29202

Vice-President

City, State, Zip

Representative's Title

Sworn to and subscribed to me this 12th day of October, 2011

Debra C. Wright
Notary of SC
County of Richland

My Commission Expires July 8, 2020

Vendor Name: Gregory Electric Co. Inc.

Representative: Lisa M Phillips / Title: Vice-President

Signature: Lisa M Phillips

*By signing this form, I agree to the terms and conditions contained in this bid package and if my company is awarded the contract, I agree that this signed bid response shall serve as the legal binding document concerning this contract.

CERTIFICATE OF CORPORATE INCUMBENCY AND AUTHORITY

IN RE: Gregory Electric Company, Inc. (the "Corporation")
Name of Corporation

I, the undersigned officer of the Corporation hereby certify that I have reviewed the books and records of the Corporation, and that the individuals named below are the officers of the Corporation holding the title indicated:

Robert E Livingston, Jr.

President / Chairman

Glenn W Greer

Vice President/Board Member

Lisa M Phillips

Vice President/Board Member

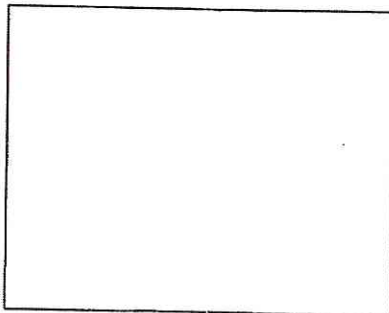
Jack L Royal, Jr.


Vice President/Board Member

and that Glenn W Greer, Lisa M Phillips, or Jack L Royal, Jr. in their capacity as officers(s) of the Corporation (as set forth above), each individually has the authority to sign, seal, deliver, negotiate accept and enter into agreements, contracts and other instruments or documents by and on behalf of the corporation in accordance with the Bylaws of the corporation and under the authority of the Board of Directors of the Corporation with Gregory Electric Company, Inc. and/or its subsidiaries and affiliates and the officers, directors and employees of each.

WITNESS our hands and seals as of the 1st day of July, 2009 .

Affix corporate seal here (if applicable)





President



Assistant Corporate Secretary

To Whom It May Concern:

Kelly Williams had master contract for Frontier Communications of Georgia for seven years. During the course of his Contract he was responsible for the placement of all underground and aerial copper and fiber facilities including necessary manholes, duct bank systems and directional boring. After the completion of cutover of these new facilities he would remove aerial cables and poles.

Joseph W. Hulst
Engineering Manager
Bulloch Telephone Coop
joehulst@bulloch.net

Prior to Bulloch Telephone

Network Engineer
Frontier Communications of Georgia

Resume for Kelly Williams

Owner operator of K&K Communications since 1985.

Sub contractor for Bell South from 1985-1995

Worked numerous other Bell districts including Charleston, Columbia, Aiken, Spartanburg & Greenville S.C., Augusta & Macon, Ga.

Placed the 1st CEV Vault in the State of GA in Savannah, Ga

Placed the 1st fiber to the customer in the State of Ga. It was installed in the Landings in Savannah, GA.

Placed numerous MH & conduit systems all over the Savannah District. Several of which included dewatering. I also did numerous manhole rebuilds in downtown Savannah for Bell South. I also did a few case bores ranging from 4-24" .

Completed several special bid jobs for Sepco in Savannah, GA

Placed 6 separate 30" Case Bores for an expansion project @ the Ga Ports Authority in Port Wentworth Ga

Contractor for Northland Cable for 17yrs.

Placed fiber by HDD method for Level 3..... 16-1 ¼" HDPE innerduct @ the Miami International Airport.

1995-1998 contracted from Randy Spillers on Gov't contracts building fiber systems for Sprint on numerous Army installations across the US to include Ft Knox, Louisville, Kty, Ft Meade Baltimore MD, Ft Leonard Wood, MO, Ft Carson, Colorado City, CO, Ft Jackson, Columbia, SC, Ft Gordon, Augusta, GA

Master Contractor for Frontier Communications Statesboro, Ga division from 1998-2005 UG, OH, splicing

Placed turnkey fiber loop to all the Public Schools in Statesboro, GA.

Contracted UG power for Ga power from 2000-2005 in the Statesboro area

2002 Placed 200' of 16" casing on grade by J&B method for gravity sewer for The City of Statesboro.

2007 Placed 20k feet + - of Reclaimed water for GEC, contractor for the City of Naples. HDPE from 4" to 12" to include services.

Oct 2007 Placed 2-6" duct 600' by HDD under canal in Northport, FL for FPL

Nov 07 Placed 3500' of 4-4" HDPE duct by HDD for AT&T along with a MH rebuild in Palmetto, FL

Feb 08 Placed 1200' of 1- 8" duct by HDD under San Sebastian River in St Augustine, FL for FPL.

08-09 Placed 3 sections of Streetscape Ft Myers, FL for FPL. Included 9way 6" encased conduit runs & MH installations. 1 Section in rock & dewatering.

July 08 placed 15 miles of Fiber for AT&T in Brunswick Ga. Plow & HDD.

Sept 08 placed 7k feet of 2-6" by HDD in Arcadia, FL which included a 1400' wireline bore of 2-8" under the Peace River.

October 08 Placed 1050' of 6" duct via wireline, in rock, via HDD method under Key Royal Pass on Anna Maria Isl, FL. Bored from Holmes Beach to AML.

Nov 08-Feb 09 placed 5000' of 8" potable PVC watermain & services for the City of Gulfport, FL

July of 2009-Dec 2010 Became Senior Project Manager for GEC & supervised the installation of over 60k feet of Reclaimed water for The City of Clearwater. 2"-16". Pipe consisted of certa-lok, diamond lok & fusible PVC. A minimal amount of HDPE was placed. Also placed over 850 services to the customer on the project. Included a 1600' bore of 12" fusible PVC. Also included a 200'-24" Case bore in rock on DOT & CSX property that was placed @ depths from 15-20' deep. Many of the bores I had hands on installation.

Dec 2010 placed 2-6" HDPE duct 750' by HDD/Wireline method under the Hillsboro Canal in Deerfield Beach, Fl. 170' of which was in rock.

I have been involved in HDD placement since it's inception. I have owned & drilled on rigs ranging from 10k lbs to 100k lbs for over 20 years. Everything from HDPE, Certa-lok, Diamond-lok & Fusible PVC.

2009 - Present – Gregory Electric Co., Inc. Columbia, SC
Director/Florida Division

Responsible for overseeing all job allocations in the Florida region for GEC, managing daily operations for each job from inception to completion.

Recently completed jobs:

Chautauqua/Coachmen Ridge City of Clearwater

Managed the installation of over 70,000 ft. of 2" through 16" Reclaimed Water Service, with over 800 services

ACORD

Client#: 713381

17GREGOELE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/05/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BB&T Boyle-Vaughan 1710 Gervais St. P. O. Box 8628 Columbia, SC 29202	CONTACT NAME: Elizabeth Green PHONE (A/C, No, Ext): 803 748-0100 E-MAIL ADDRESS: FAX (A/C, No): 877 467-7214
INSURED Gregory Electric Company Inc 2124 College St. PO Drawer 1419 Columbia, SC 29202-1419	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC# 19488

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC2071221	08/01/2011	08/01/2012	X WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
** Workers Comp Information **

Voluntary Compensation ; Other States Coverage; Waiver of Subrogation - Blanket waiver per form WC000313
DEDUCTIBLE REIMBURSEMENT LIMIT \$300,000 Accident/Disease \$625,000 Agg Lmt-300,000 Lmt-625,000

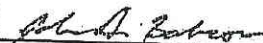
CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/05/2011

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PRODUCER Livingston Insurance Agency PO Box 7439 West Columbia, SC 29171	CONTACT NAME: Susan Huffstetler PHONE (A/C, No, Ext): 803.791.1120 FAX (A/C, No): 803.796.8957 E-MAIL: ADDRESS:
INSURED GREGORY ELECTRIC COMPANY, INC. P. O. Drawer 1419 Columbia, SC 29202-1419	INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company NAIC # 10677 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2011-2012

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Broad Form Cont. <input checked="" type="checkbox"/> Deductible-\$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CPP0812097	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 500,000 PRODUCTS - COMP/OP AGG \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Deductible	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CAAS888064	07/01/2011	07/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CPP0812097	07/01/2011	07/01/2012	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Leased/Rented Equipment		CPP0812097	07/01/2011	07/01/2012	\$500,000. Any one Item \$5,000. Deductible.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE \$10 MILLION DOLLAR UMBRELLA FOLLOWS FORM AND IS EXCESS OVER ABOVE UNDERLYING POLICIES.

CERTIFICATE HOLDER

CANCELLATION

SAMPLE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert E. Livingston
Robert Livingston

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Hussey, Gay, Bell & DeYoung, Inc. Consulting Engineers
P.O. Box 14247
Savannah, Georgia 31416

Change Order

Contractor's Name & Address: Southern Champion Construction, Inc.
133 Airport Park Drive
Savannah, Georgia 31408

Date: October 13, 2011	Change Order No. 1 (Summary)
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RE: GSU Reuse Water System for City of Statesboro, Georgia

Description of Work to be Added, Deleted or Substituted:

See Attached

Justification: Item quantity adjustment and items not included in original bid.

Revised Completion Date:

Original Contract Amount.....	\$ 697,701.00
Total Add/Delete Previous Change Orders.....	\$ -0-
Total Delete This Change Order.....	\$ (7,963.50)
Revised Contract Amount.....	\$ 689,737.50

This change order amends above referenced contract and is subject to all terms and conditions stated in original contract.

Recommended By: [Signature] **Date:** October 13, 2011
Engineer: Hussey, Gay, Bell & DeYoung, Inc.

Accepted By: [Signature] **Date:** 10.14.11
Contractor: Southern Champion Construction, Inc.

Approved By: [Signature] **Date:** _____
Owner: City of Statesboro, Georgia

ITEM	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
3	8-inch Gate Valve in Box	-1	\$ 500.00	\$ (500.00)
4	10-inch Gate Valve in Box	1	\$ 2,000.00	\$ 2,000.00
9	10-inch PVC FM	-140	\$ 16.00	\$ (2,240.00)
11	10-inch RJ PVC FM	170	\$ 21.00	\$ 3,570.00
12	12-inch RJ PVC FM	-6	\$ 26.00	\$ (156.00)
14h	10" x 10" tee	-1	\$ 700.00	\$ (700.00)
20	Remove & replace asphalt pavement	-873	\$ 6.00	\$ (5,238.00)
21	Remove & replace concrete pavement	-179	\$ 14.00	\$ (2,506.00)
22	Remove & replace concrete sidewalk	-683	\$ 3.00	\$ (2,049.00)
23	Remove & replace curb and gutter	-96	\$ 25.00	\$ (2,400.00)
25	Silt fence (Type "C") (Double Row)	674	\$ 3.00	\$ 2,022.00
43	Grading	Lump Sum	Deduct	(\$10,916.50)
Change Request No. 1	Sales Tax addition	1	\$ 5,600.00	\$ 5,600.00
Change Request No. 2	MH credit	-1	\$ 4,822.00	\$ (4,822.00)
Change Request No. 3	6" x 6" Vault with ring & cover addition	1	\$ 8,717.00	\$ 8,717.00
Change Request No. 4	Discharge Pressure Transmitter	1	\$ 1,655.00	\$ 1,655.00

From: Inman Beasley
To: "Danny Lively"
Cc: Matt Broom; "William (Bill) Lovett"; Wayne Johnson; Van Collins
Subject: GSU Reuse Water System
Date: Wednesday, October 13, 2010 8:24:58 AM

Danny,

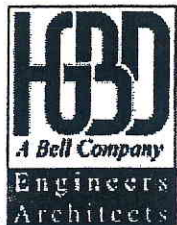
The following is the agreement figures which will be adjusted with a summary change order.

Item # 6 connect to existing 42" RCP will be adjusted accordingly with the summary change order.

The following items are pending and will be addressed in a summary change order:

Sales Tax addition	\$5,600.00
6" x 6' Vault with ring & cover addition	\$8,717.00
MH credit	-\$4,822.00

Inman Beasley



Phone: 912.354.4626
Mobile: 912.658.2032
FAX: 912.354.6754
E-Mail: ibeasley@hgbd.com
Web: www.hgbd.com
FTP: [files.hgbd.com](ftp://files.hgbd.com)

Hussey, Gay, Bell & DeYoung
Post Office Box 14247 • Savannah, GA • 31416

Statesboro GA GSU Reuse Pump Station
 Reverse Control Systems Job No. L000000
 Proposed Schedule of Values

Item No.	Item Description	SOV Amount	7% Sales Tax	SOV Amount
SCADA Allowance & Services				
1	Field Instrumentation & Control Panel Submittal	\$ 10,000.00	\$ 700.00	\$ 10,700.00
2	Delivery of Field Instrumentation and Control Panels	\$ 60,000.00	\$ 4,200.00	\$ 64,200.00
3	Startup Services	\$ 43,600.00	\$ -	\$ 43,600.00
4	Delivery of O&M Manuals	\$ 10,000.00	\$ 700.00	\$ 10,700.00
Contract Total		\$ 123,600.00	\$ 5,600.00	\$ 129,200.00