



June 19, 2012 6:00 P.M.

1. Call to Order by Mayor Joe Brannen
2. Invocation and Pledge of Allegiance by Councilman Tommy Blich
3. Recognitions/Public Presentations
 - a) Jessica Ragsdale request to speak with Council concerning trash or household garbage
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) June 5, 2012 Council Minutes
 - b) June 12, 2012 FY 2013 Budget Public Hearing Minutes
 - B) Consideration of a Motion to approve 2nd reading of the Ordinance to amend the City of Statesboro GMEBS Retirement Plan to exclude part time fire fighters
 - C) Consideration of a motion to approve the amendment to the City of Statesboro Personnel Policy to exclude part-fire fighters from employee benefits
6. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax.
7. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax.
8. Public Hearing and Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax.
9. Public Hearing and Consideration of a Motion to approve **Resolution 2012-11**: A Resolution to adopt the fiscal year 2013 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriation

10. Public Hearing and Consideration of a Motion to approve the following:
 - a. **APPLICATION # RZ 12-05-02:** Downtown Statesboro Development Authority requests a zoning map amendment from PUD/CR (Planned Unit Development with Commercial Retail overlay) to R4 (High Density Residential) for property located on South College Street. (Tax Parcel Number S21000011001).
 - b. **APPLICATION # RZ 12-05-05:** Godbee Enterprises, Inc. requests a zoning map amendment from CR (Commercial Retail) to HOC (Highway Oriented Commercial) for property located at 612 South Zetterower Avenue (Tax Parcel Number S31000021004).
11. Consideration of Motion to Approve Award of Contract to Ellis Wood Contracting in the amount of \$66,485.80 to make traffic calming and pedestrian safety improvements on Lanier Drive. Lanier Drive Traffic Calming and Pedestrian Safety Improvements to be funded by 2007 SPLOST.
12. Consideration of a Motion to Approve Award of Contract to Everett Dykes Grassing Co Inc. in the amount of \$229,343.87 to perform roadway improvements on Old Register Road and Packinghouse Road
13. Consideration of a motion to approve **Resolution 2012 -12:** A resolution amending the schedule of fees and charges for the Solid Waste Collection Division of the Engineering Department
14. Consideration of a motion to approve **Resolution 2012 -13:** A resolution amending the schedule of fees and charges for the Solid Waste Disposal Division of the Engineering Department.
15. Consideration of a motion to approve 1st reading of **Ordinance 2012 -03:** An ordinance amending Chapter 66 of the Statesboro Code of Ordinances (Solid Waste) by replacing it in its entirety
16. Consideration of a Motion to approve **Resolution 2012-14:** A Resolution to adopt the second amendment to the fiscal year 2012 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated
17. Consideration of a Motion to appoint Planning Commission Members
18. Other Business from City Council
19. Consideration of a Motion to enter into Executive Session to discuss "Potential Land Acquisition" in accordance with O.C.G.A.§50-14-3 (2010)
20. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
CITY COUNCIL MINUTES
June 05, 2012**

A regular meeting of the Statesboro City Council was held on June 5th, 2012 at 9:00 am in the Council Chambers at City Hall Present were Mayor Joe R. Brannen, Council Members: Will Britt, Tommy Blich, John Riggs, Gary Lewis and Travis Chance. Also present were City Manager Frank Parker, City Clerk Sue Starling, City Attorney Alvin Leaphart, City Engineer Robert Cheshire, and Director of Community Development Mandi Cody.

Recognitions/Public Presentations

- A) **"Certificate of Recognition" presented to Del Presley**
- B) **Employee of the month, Sanitation Supervisor Billy Sandifer, Solid Waste Collection Division**

Mayor Brannen presented a Certificate of Recognition to Del Presley and on behalf of the late Smith C. Banks for their work on the Bicentennial Book for Statesboro

Mayor Brannen presented Billy Sandifer with an award for City of Statesboro Employee of the Month

Public Comments (Agenda Item):

Phyllis Thompson, President of the Chamber of Commerce shared information with Council concerning the Transportation Special Purpose Local Option Sales Tax(SPLOST).

Consideration of a Motion to approve the Consent Agenda

- A) **Approval of Minutes**
 - a) **May 15, 2012 Council Minutes**
- B) **Notification of an alcohol license application :**
 - Licensee: Andrew C. Aldred**
 - DBA: 119 Chops**
 - Location: 30 W Main St.**
 - Type of Alcohol License: Restaurant**
 - Type of Business: Beer, Wine, Liquor by the Drink-Pouring Sales**
- C) **Notification of an alcohol license application :**
 - Licensee: Heath Robinson**
 - DBA: 40 East Grill-----Bistro @ 40 East, LLC**
 - Location: 40 East Main St**
 - Type of Alcohol License: Restaurant**
 - Type of Business: Beer, Wine, Liquor by the Drink-Pouring Sales**

D) Notification of an alcohol license application :

Licensee: Kari Lyn Whiddon

DBA: Mr. Omelette's Midtown Cafe

Location: 441 S Main St.

Type of Alcohol License: Restaurant

Type of Business: Beer, Wine, Liquor by the Drink-Pouring Sales

Councilman Chance made a motion, seconded by Councilman Lewis to approve the consent agenda in it's entirety. Councilman Britt, Riggs, Blich, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to award the purchase of a Caterpillar 816F Landfill Compactor with Caron compaction wheels to Yancey Caterpillar at a bid price of \$420,510.00

Councilman Riggs made a motion, seconded by Councilman Chance to award the purchase of a Caterpillar 816F Landfill Compactor with Caron compaction wheels to Yancey Caterpillar at a bid price of \$420,510.00. Councilman Britt, Riggs, Blich, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Public Hearing and Consideration of a Motion to approve the following:
APPLICATION # RZ 12-01-01: Akins Family Limited Liability Limited Partnership requests a zoning map amendment from LI (Light Industrial) to R4 (High Density Residential) for property located at 520 Park Avenue (Tax Parcel Numbers S42000030000 & S42000006000).

John Dotson of Maxwell Reddick representing the Akins family spoke in favor of the motion. Mr. Paul Akins also spoke in favor of the motion. Lovett Bennett, Arthur Howard, Laura Marsh, Bob Lane and Allison Goggins spoke against the motion. Mayor Pro Tem Will Britt made a motion, seconded by Councilman Lewis to deny the request. Councilman Britt, Riggs, Blich, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to approve first reading of the Ordinance to amend the City of Statesboro GMEBS Retirement Plan to exclude part time fire fighters

Mayor Pro Tem Will Britt made a motion, seconded by Councilman Riggs to approve first reading of the Ordinance to amend the City of Statesboro GMEBS Retirement Plan to exclude part time fire fighters. Councilman Britt, Riggs, Blich, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Other Business from City Council

- a) **Discussion of proposed changes to City Policies and Fees regarding Solid Waste Collections (Yard Waste)**

City Manager Frank Parker along with City Engineer Robert Cheshire stated the reasons for the proposed increase of fees for sanitation and yard waste. City Engineer Robert Cheshire also

stated the changes would include yard trash to be picked up no matter the size with some exceptions.

Ms. Bennie Herrin recognized the Public Safety Department for their work ethics at the fire on South Zetterower Ave.

Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” and “Potential Land Acquisition” in accordance with O.C.G.A.§50-14-3 (2010)

Councilman Chance made a motion, seconded by Councilman Lewis to enter into Executive Session to discuss “Personnel Matters” and “Potential Land Acquisition” in accordance with O.C.G.A.§50-14-3 (2010) and to add “Legal Matters” to the Executive Session with a 10 minute break. Councilman Britt, Riggs, Blitch, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote. Present in the Executive Session was Mayor Joe R. Brannen, Council Members: Will Britt, Tommy Blitch, John Riggs, Gary Lewis and Travis Chance. Also present was City Manager Frank Parker, City Clerk Sue Starling, City Attorney Alvin Leaphart and Human Resource Director Jeff Grant.

Councilman Chance made a motion, seconded by Councilman Riggs to adjourn the Executive Session at 12:35 pm. Councilman Britt, Riggs, Blitch, Lewis and Chance voted in favor of the motion. The motion carried by a 5-0 vote.

Mayor Brannen called the regular session back to order at 12:36 p.m. with no action being taken.

Consideration of a Motion to Adjourn

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

The meeting was adjourned at 12:37 p.m.



**CITY OF STATESBORO
PUBLIC HEARING MINUTES
JUNE 12, 2012**

A Public Hearing was held on June 12th, 2012 at 4:00 p.m. in the Council Chambers at City Hall to solicit input from the public on the proposed FY 2013 Budget. Present was Mayor Joe Brannen, City Manager Frank Parker, City Clerk Sue Starling and Director of Finance Cindy West as well as other staff members. There was no public input.

Mayor Joe Brannen called the Public Hearing to order.

Mayor Brannen thanked everyone for their work on the budget.

City Manager Frank Parker stated there would be no increase in the millage rate for this fiscal year

The meeting was adjourned at 4:03 p.m.



RISK MANAGEMENT AND
EMPLOYEE BENEFIT SERVICES
BOARD OF TRUSTEES

June 1, 2012

VIA E-MAIL & U.S. MAIL

Chairperson
John Bennett
City Manager, Rome

Vice Chairperson
Elizabeth M. English
Councilmember, Vienna

Secretary-Treasurer
Lamar Norton
GMA Executive Director

Trustees:

Boyd Austin
Mayor, Dallas

Phil Best
Mayor, Dublin

Linda Blechinger
Mayor, Auburn

Keith Brady
Mayor, Newnan

Ronnie Dixon
Mayor, Vidalia

Myrtle Figueras
Councilmember, Gainesville

Meg Kelsey
*Deputy City Manager
Finance Officer, LaGrange*

Bill Lewis
City Manager, Dalton

Joe Morton
City Manager, Fayetteville

David Nunn
City Manager, Madison

James F. Palmer
Mayor, Calhoun

Kenneth E. Smith, Sr.
Mayor, Kingstand

Kenneth Ury
Mayor, Thomson

Mr. Jeffery Grant
Pension Committee Secretary
City of Statesboro
P.O. Box 348
Statesboro, GA 30458-1159

RE: **City of Statesboro Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan; Amendment to Provide that Part-time Firefighters Initially Hired or Rehired on or after June 20, 2012 are Ineligible to Participate in the Plan**

Dear Mr. Grant:

Per the City's request, enclosed please find two (2) copies of a draft amended Adoption Agreement and two (2) copies of a draft General Addendum for the City of Statesboro's Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan. The amendment to the Adoption Agreement (AA) provides that an employee who is classified by the City as a "part-time firefighter" and who is initially hired or rehired on or after June 20, 2012 will be ineligible to participate in the Plan on or after the date he or she is initially hired or rehired as a part-time firefighter (see AA, p. 5). Please note that if an employee who is currently eligible to participate in the Plan terminates employment and is later reemployed by the City as a part-time firefighter on or after June 20, 2012, he or she will be ineligible to participate in the Plan following such reemployment. **Please also note it will be the City's responsibility to determine whether a newly hired or re-hired firefighter is eligible or ineligible for participation in the retirement plan under this provision.** The draft Adoption Agreement provides that the amendment will become effective on June 20, 2012.

Regarding the draft General Addendum, please note that while no substantive amendments were made to the draft General Addendum to the Adoption Agreement, for administrative purposes we would like for the City to readopt the General Addendum along with the Adoption Agreement.

If the amended Adoption Agreement and General Addendum are acceptable as drafted, please have the designated representatives sign and date the two (2) copies of the amended and restated Adoption Agreement and the two (2) copies of the restated General Addendum where indicated (on p. 33 and p. 2, respectively) and return all executed originals of the Adoption Agreement and General Addendum to:

Gina Shirley
GMEBS Legal Secretary
Georgia Municipal Association
P.O. Box 105377
Atlanta, GA 30348

We will then countersign the originals. We will keep one fully executed Adoption Agreement and General Addendum for our files, and we will return the other fully executed Adoption Agreement and General Addendum to you. Upon adoption, the

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Master Plan]

Position:
Position:
Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **Director of Human Resources**
Address: **P.O. Box 348, Statesboro, GA 30459-0348**
Phone: **(912) 764-5468**
Facsimile: **(912) 764-8258**
E-mail:

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (check one):

- This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (check one or more as applicable):
 - To update the Plan to comply with EGTRRA and other applicable federal laws.
 - To make the following amendments to the Adoption Agreement (must specify below revisions made in this Adoption Agreement):

This is an amendment to provide that Employees who are classified by the City as part-time firefighters and who are initially employed or reemployed on or after June 20, 2012 will be ineligible to participate in this Plan on or after the date they are initially employed or reemployed as a part-time firefighter, regardless of whether they satisfy the eligibility conditions specified in Section 10 below or the definition of "Firefighter" under the Master Plan (see p. 5).

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Economic



City of Statesboro– Human Resources Policy and Procedures

SUBJECT: 3.5 Employment Categories

EFFECTIVE DATE:

DATE REVISED:

POLICY

Employees are categorized by the number of hours worked, the expected duration of assignment, employment, according to the Fair Labor Standards Act of 1939 as amended, and by classified or unclassified service.

PROCEDURES AND GUIDELINES

1. Probationary Employee: Full-time and part-time employees are considered to be in a Probationary Period during their first six months of employment.
2. Regular, Full-time Employee: An employee of the City who is not a Temporary Employee, not a Regular Part-time Firefighter or hired on a contract basis and who regularly works at least thirty (30) hours per workweek, is considered a Regular, Full-time Employee. There are four classes of regular, full-time employees for pay purposes: 1) exempt (from the Fair Labor Standard Act's overtime provisions, treated as salaried employees); 2) non-exempt regular personnel who work a standard 40-hour week; 3) non-exempt Fire Department personnel on the 28-day work period; and 4) non-exempt Police Department personnel on the 28-day work period.
3. Regular, Part-time Employee: An employee of the City who is not a Temporary Employee, not a Regular Part-time Firefighter or hired on a contract basis and who regularly works fewer than thirty (30) hours per workweek is considered a Regular, Part-time Employee. A Regular, Part-time Employee is not eligible for employee benefits.
4. Regular, Part-time Firefighter: An employee who works for the City of Statesboro in the Fire Department who is certified as a firefighter and works no more than thirty-six (36) hours per week. A Regular, Part-time Firefighter is not eligible for employee benefits.

5. Temporary Employee: An individual who works for the City pursuant to an agreement with an employment agency and who is an employee of that agency and not the City is a Temporary Employee. An individual hired directly by the City for a specific period of time or until the completion of a particular project may also be a Temporary Employee. A Temporary Employee is not eligible for employee benefits.
6. Contract Employee: An individual hired pursuant to an individual written employment contract, which governs his or her employment relationship with the City, is a Contract Employee. A Contract Employee must abide by the rules and regulations in this handbook except where such rules and regulations are expressly contradicted by the terms of his or her employment contract with the City. The benefits, if any, for which a Contract Employee is eligible, shall be spelled out in the terms of his or her employment contract.
7. Unclassified Status: Unclassified Services shall include the following:
 - A. All elected officials
 - B. City Manager
 - C. Municipal Court Judge
 - D. City Clerk
 - E. City Attorney
 - F. Temporary and Seasonal employees

Unclassified Service means that these employees work at the will of the electing or appointing authority. Unclassified individuals have no expectation of a pre-dismissal hearing, evidentiary hearing, grievance, or appeal rights.

CONTRACT FOR SERVICES

This agreement made and entered into on _____st, 2012, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as "the City," and the STATESBORO ARTS COUNCIL, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as "SAC".

WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 5% excise tax on rooms, lodging and accommodations pursuant to O.C.G.A. § 48-13-51(a)(3);

WHEREAS, O.C.G.A. § 48-13-51(a)(3) provides that every fiscal year the City of Statesboro must spend an amount equal to two-percent (2%) of the excise tax collected through a combination of contracts with the state, a department of state government, a state authority, a convention and visitors bureau created by a local act, or non-profit private sector organizations that promotes tourism, conventions and trade shows;

WHEREAS, O.C.G.A. § 48-13-51(a)(3) vests the remaining three (3%) of the excise tax collected in the CITY OF STATESBORO to be allocated through the regular budgeting process;

WHEREAS, the STATESBORO ARTS COUNCIL, INC. is a private sector nonprofit organization which engages in the promotion of tourism, conventions, and trade shows in the City of Statesboro and Bulloch County;

WHEREAS, the City desires to retain the services of the STATESBORO ARTS COUNCIL, INC. to promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to the STATESBORO ARTS COUNCIL, INC., the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The SAC shall on behalf of the City of Statesboro promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County, providing such consulting, advertising, marketing, and administrative services as may be necessary or appropriate to accomplish the foregoing purposes.

2.

As compensation for said services, the City shall pay to the SAC THIRTY THREE AND ONE QUARTER PERCENT (33.25%) of the amount by which the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* exceed the taxes which would be collected at a rate of THREE PERCENT (3%). Said funds shall be paid **monthly** to the SAC and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The City of Statesboro has elected to allow the SAC to share **in the THREE PERCENT (3%)** Hotel-Motel excise tax that vests in the City of Statesboro. As **further** compensation for said services, the City shall pay to the SAC THIRTY THREE AND ONE QUARTER PERCENT (33.25%) of the amount of Hotel-Motel excise taxes **collected** at a rate of THREE PERCENT (3%). Said funds shall be paid monthly to the SAC and **within** thirty (30) days from the receipt of said tax revenue by the City.

4.

The term of this agreement shall be for one (1) year, to **commence** on the 1st day of July, 2012, and shall end at midnight on June 30, 2013 unless sooner **terminated** upon thirty (30) days written notice by either party.

5.

The SAC Director shall furnish the City with a copy of the SAC's proposed Budget for each fiscal year (including the program of work to be accomplished **by this funding** for the next fiscal year, and any multi-year programming) at least three (3) weeks **before** its scheduled adoption date by the SAC Board. The City Manager shall provide the SAC Board and the Mayor and City Council comments on the Budget at least seven (7) days **before** the scheduled adoption date. This same procedure is agreed to for any subsequent **amendments** to the Budget during any fiscal year.

6.

The SAC shall keep or cause to be kept full and accurate **records** and accounts showing the receipts and disbursements of all amounts received from the City **pursuant** to this contract. The SAC shall furnish an annual report to the City containing a **complete** financial statement and summary of the work performed by the SAC pursuant to the terms of **the** contract. Said report shall be furnished to the City on or before the 1st day of September **for each year**. The City or any person authorized by the City may examine and audit the books **and** records of the SAC at any time during regular business hours. The SAC shall provide the **City** a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt of the

audit, or December 31st, whichever is earlier. The SAC director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

7.

The SAC shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

8.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

9.

During FY 2013 the SAC agrees to work cooperatively with the Main Street Program and the Statesboro Convention and Visitors Bureau, Inc. to develop a joint marketing program to better coordinate the limited resources available for marketing the Statesboro area, particularly the Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

10.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

11.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the SAC shall be sent by registered or certified mail to the Executive Director of the SAC at 33 East Main Street, Statesboro, Georgia 30458 or such address as the SAC shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

12.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

13.

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

14.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
Mayor

Attest: _____
City Clerk

STATESBORO ARTS COUNCIL, INC.

By: _____
President

Attest: _____
Secretary

CONTRACT FOR SERVICES

This agreement made and entered into on _____st, 2012, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as "the City," and the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY, a governmental authority organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as "DSDA".

WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 5% excise tax on rooms, lodging and accommodations pursuant to O.C.G.A. § 48-13-51(a)(3);

WHEREAS, O.C.G.A. § 48-13-51(a)(3) provides that every fiscal year the City of Statesboro must spend an amount equal to two-percent (2%) of the excise tax collected through a combination of contracts with the state, a department of state government, a state authority, a convention and visitors bureau created by a local act, or non-profit private sector organizations that promotes tourism, conventions and trade shows;

WHEREAS, O.C.G.A. § 48-13-51(a)(3) vests the remaining three (3%) of the excise tax collected in the CITY OF STATESBORO to be allocated through the regular budgeting process;

WHEREAS, the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY is a governmental authority which engages in the promotion of tourism, conventions, and trade shows in the City of Statesboro and Bulloch County;

WHEREAS, the City desires to retain the services of the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY to promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY, the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The DSDA shall on behalf of the City of Statesboro promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County, providing such consulting, advertising, marketing, and administrative services as may be necessary or appropriate to accomplish the foregoing purposes.

2.

As compensation for said services, the City shall pay to the DSDA TWENTY THREE AND THREE QUARTER PERCENT (23.75%) of the amount by which the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* exceed the taxes which would be collected at a rate of THREE PERCENT (3%). Said funds shall be paid monthly to the DSDA and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The City of Statesboro has elected to allow the DSDA to share in the THREE PERCENT (3%) Hotel-Motel excise tax that vests in the City of Statesboro. As further compensation for said services, the City shall pay to the DSDA TWENTY THREE AND THREE QUARTER PERCENT (23.75%) of the amount of Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* at a rate of THREE PERCENT (3%). Said funds shall be paid monthly to the DSDA and within thirty (30) days from the receipt of said tax revenue by the City.

4.

The term of this agreement shall be for one (1) year, to commence on the 1st day of July, 2012, and shall end at midnight on June 30, 2013 unless sooner terminated upon thirty (30) days written notice by either party.

5.

The DSDA Director shall furnish the City with a copy of the DSDA's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the DSDA Board. The City Manager shall provide the DSDA Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

6.

The DSDA shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The DSDA shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the DSDA pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1st day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the DSDA at any time during regular business hours. The DSDA shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt

of the audit, or December 31st, whichever is earlier. The DSDA director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

7.

The DSDA shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

8.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

9.

During FY 2013 the DSDA agrees to work cooperatively with the Main Street Program and the Statesboro Arts Council, Inc. to develop a joint marketing program to better coordinate the limited resources available for marketing the Statesboro area, particularly the Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

10.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

11.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the DSDA shall be sent by registered or certified mail to the Executive Director of the DSDA at 10 Siebald, Statesboro, Georgia 30458, or at such address as the DSDA shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

12.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

13.

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

14.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
Mayor

Attest: _____
City Clerk

DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY

By: _____
President

Attest: _____
Secretary

CONTRACT FOR SERVICES

This agreement made and entered into on _____st, 2012, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as "the City," and the STATESBORO CONVENTION AND VISITORS BUREAU, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as "SCVB".

WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 5% excise tax on rooms, lodging and accommodations pursuant to O.C.G.A. § 48-13-51(a)(3);

WHEREAS, O.C.G.A. § 48-13-51(a)(3) provides that every fiscal year the City of Statesboro must spend an amount equal to two-percent (2%) of the excise tax collected through a combination of contracts with the state, a department of state government, a state authority, a convention and visitors bureau created by a local act, or non-profit private sector organizations that promotes tourism, conventions and trade shows;

WHEREAS, O.C.G.A. § 48-13-51(a)(3) vests the remaining **three** (3%) of the excise tax collected in the CITY OF STATESBORO to be allocated through the regular budgeting process;

WHEREAS, the Statesboro Convention & Visitors Bureau, Inc. is a private sector nonprofit organization which engages in the promotion of tourism, **conventions**, and trade shows in the City of Statesboro and Bulloch County;

WHEREAS, the City desires to retain the services of the Statesboro Convention & Visitors Bureau, Inc. to promote, attract, stimulate and develop **conventions** and tourism in the City of Statesboro and Bulloch County;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to the Statesboro Convention & Visitors Bureau, Inc., the receipt and **sufficiency** of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The SCVB shall on behalf of the City of Statesboro promote, **attract**, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County, providing such consulting, advertising, marketing, and administrative services as may be necessary or appropriate to accomplish the foregoing purposes.

2.

As compensation for said services, the City shall pay to the SCVB THIRTY EIGHT PERCENT (38%) of the amount by which the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* exceed the taxes which would be collected at a rate of THREE PERCENT (3%). Said funds shall be paid monthly to the SCVB and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The City of Statesboro has elected to allow the SCVB to share in the THREE PERCENT (3%) Hotel-Motel excise tax that vests in the City of Statesboro. As further compensation for said services, the City shall pay to the SCVB THIRTY EIGHT PERCENT (38%) of the amount of Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* at a rate of THREE PERCENT (3%). Said funds shall be paid monthly to the SCVB and within thirty (30) days from the receipt of said tax revenue by the City.

4.

The term of this agreement shall be for one (1) year, to commence on the 1st day of July, 2012, and shall end at midnight on June 30, 2013 unless sooner terminated upon thirty (30) days written notice by either party.

5.

The SCVB Director shall furnish the City with a copy of the SCVB's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the SCVB Board. The City Manager shall provide the SCVB Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

6.

The SCVB shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The SCVB shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the SCVB pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1st day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the SCVB at any time during regular business hours. The SCVB shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt

of the audit, or December 31st, whichever is earlier. The SCVB director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

7.

The SCVB shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

8.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

9.

During FY 2013 the SCVB agrees to work cooperatively with the Main Street Program and the Statesboro Arts Council, Inc. to develop a joint marketing program to better coordinate the limited resources available for marketing the Statesboro area, particularly the Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

10.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

11.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the SCVB shall be sent by registered or certified mail to the Executive Director of the SCVB at P.O. Box 1516, Statesboro, Georgia 30459, or at such address as the SCVB shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

12.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

13.

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

14.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
Mayor

Attest: _____
City Clerk

STATESBORO CONVENTION & VISITORS BUREAU, INC.

By: _____
President

Attest: _____
Secretary

Resolution 2012-11: A Resolution to adopt the fiscal year 2013 budget for each fund of the city of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriation

WHEREAS, sound governmental operations require a Budget in order to plan the financing of services for the residents of the City of Statesboro; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced Budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and City Council have reviewed the proposed FY 2013 Budget as presented by the City Manager and Director of Finance; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses; and

WHEREAS, the Mayor and City Council wish to adopt this proposal as the Fiscal Year 2013 Annual Budget;

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

Section 1. The proposed Fiscal Year 2013 Budget, attached hereto and incorporated herein as a part of this Resolution, is hereby adopted as the Budget for the City of Statesboro, Georgia for Fiscal Year 2013, which begins July 1, 2012 and ends June 30, 2013.

Section 2. The several items of revenues, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments named in each fund.

Section 3. The "legal level of control" as defined in OCGA 36-81-2 is set at the departmental level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount appropriated for a department without a further Budget amendment approved by the Mayor and City Council.

Section 4. All appropriations shall lapse at the end of the fiscal year.

Section 5. The Authorized Personnel by department and division shown in this Budget are hereby formally adopted as the number of authorized positions within each

department and division, until and unless amended by resolution of the Mayor and City Council.

Section 6. The Proposed Pay Plan for FY 2013 shown in this Budget, as amended, is hereby formally adopted as the City's Pay Plan effective on July 1, 2012, unless further amended by resolution of the Mayor and City Council,.

Section 7. The proposed Capital Improvements Program presented is hereby adopted as the City of Statesboro's Capital Improvements Program for FY 2013-FY 2018. This Program is hereby adopted as the City's long-term financial plan unless further amended by resolution of the Mayor and City Council.

Section 8. This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 19th day of June, 2012.

CITY OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Attest: Sue Starling, City Clerk



City of Statesboro – Department of Community Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

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

**RZ 12-05-02
 ZONING MAP AMENDMENT
 SOUTH COLLEGE STREET**

LOCATION: South College Street

REQUEST: Rezone from PUD/CR (Planned Unit Development with Commercial Retail overlay) to R4.

APPLICANT: Downtown Statesboro Development Authority

OWNER(S): Downtown Statesboro Development Authority

LAND AREA: 2.6 acres

PARCEL TAX MAP #s: S21000011001

COUNCIL DISTRICT: 2 (Lewis)



PROPOSAL:

The applicant is requesting rezoning of the approximately 2.06 acre subject property located on South College Street from PUD/CR (Planned Unit Development with Commercial Retail overlay) District to R4 (High Density Residential) to allow for residential development within the downtown district. (See Exhibit A – Location Map & Exhibit B – Sketch Plan).

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	HOC (Highway Oriented Commercial)	
SOUTH:	R20 (Single Family Residential)	
EAST:	HOC (Highway Oriented Commercial)	
WEST:	R20 (Single Family Residential)	

COMPREHENSIVE PLAN:

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

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

- Large new developments should be master planned to include mixed uses wherever appropriate.
- New developments should provide recreational facilities and open space to meet the needs of their residents.
- Promote walking and bicycling as an alternative means of transportation through the provision of safe, accessible and connected networks and bike storage facilities at destinations.
- There should be strong connectivity and continuity between each subdivision.
- There should be good vehicular and pedestrian/bike connections to retail/commercial services as well as internal street connectivity, connectivity to adjacent properties/subdivisions, and multiple site access points.

Statesboro Comprehensive Plan, Community Agenda pages 16-17.

TRANSPORTATION:

The subject property is accessed from both South Main Street (Highway 301 South) and South College Street. _____ is functionally classed by the Georgia Department of Transportation as a _____roadway which links cities and larger towns to form an integrated network and should be expected to provide for relatively high overall travel speeds, with minimum interference. *Bulloch County/City of Statesboro Long Range Transportation Plan, page 67.*

Road at this segment at a level of service (LOS) of _____ or better. Level of Service ratings are a "qualitative measure of traffic flow describing operating conditions" ranging from A (representing the best operating conditions) to F (representing the worst operating conditions). A rating of C or better indicates that "travel speeds are slightly lower than the posted speed with noticeable delay in intersection areas". A rating of D or worse is considered deficient.

The Bulloch County/City of Statesboro Long Range Transportation Plan

No significant impact on traffic volume, safety, or capacity is expected as a result of this request.

COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):

The subject site is currently served by city utilities, including water, sewer, and public safety services. No significant impact is expected on community facilities as a result of this request.

ENVIRONMENTAL:

ANALYSIS:

The request to rezone the 2.6 acre subject property PUD/CR (Planned Unit Development with Commercial Retail Overlay) district to R4 (High Density Residential) district should be considered in light of the standards for determination of zoning map amendments given in Section 2007 of the *Statesboro Zoning Ordinance*; the vision and community policies articulated within the city's two (2) primary land use policies: The *Statesboro Comprehensive Plan* and the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan*; and the potential for the property to develop in conformance with the requirements of the proposed R4 (High Density Residential) zoning district as set forth in the *Statesboro Zoning Ordinance*.

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

- (1) Existing uses and zoning or (of) property nearby;
- (2) The extent to which property values are diminished by the particular zoning restrictions.
- (3) The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.
- (4) The relative gain to the public, as compared to the hardship imposed upon the property owner.
- (5) The suitability of the subject property for the zoned purposes.
- (6) The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.
- (7) The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas; and
- (8) Consistency with other governmental land use, transportation, and development plans for the community.

The applicant's request to rezone the subject property from CR (Commercial Retail Overlay) to R4 (High Density Residential) is not inconsistent with the vision or land use policies adopted in the Statesboro

Comprehensive Plan or those articulated within the **2035 Bulloch County/City of Statesboro Long Range Transportation Plan**. The *Statesboro Comprehensive Plan* adopts a goal of "promot[ing] infill and redevelopment" stating that "infill development, which consists of developing vacant lots dispersed in developed areas, strengthens neighborhoods and reinvests money into infrastructure which is already in place". (*Community Agenda, page 51*). The requested rezoning and subsequent construction proposed for the subject site would achieve this goal of the *Comprehensive Plan*.

The requested zoning map amendment is consistent with the policies articulated within the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan*.

Furthermore, residential development of this location is consistent with the recommendations of the Downtown Statesboro Master Plan currently being finalized for adoption consideration by the Board of the Downtown Statesboro Development Authority and the Statesboro City Council.

As illustrated on the sketch plan submittal, the subject property can be developed in conformance with the requirements for the proposed R4 zoning districts as set forth in the *Statesboro Zoning Ordinance*. The subject property is sufficient in size and shape for the suggested development and should meet the setback and other standards of the R4 (High Density Residential) zoning districts as well as the parking, buffering, and other development requirements set forth in the *Statesboro Zoning Ordinance*.

STAFF RECOMMENDATION:

Staff recommends that the requested zoning map amendment from PUD/CR (**Planned Unit Development with a Commercial Retail overlay**) to R4 (High Density Residential) be approved.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission voted 3-0 to recommend approval of the zoning map amendment requested in Case # RZ 12-05-02. Commissioners Hendley and Propps recused themselves from the case due to **conflict** of interest.

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

EXHIBIT A: LOCATION MAP



EXHIBIT B: SKETCH PLAN

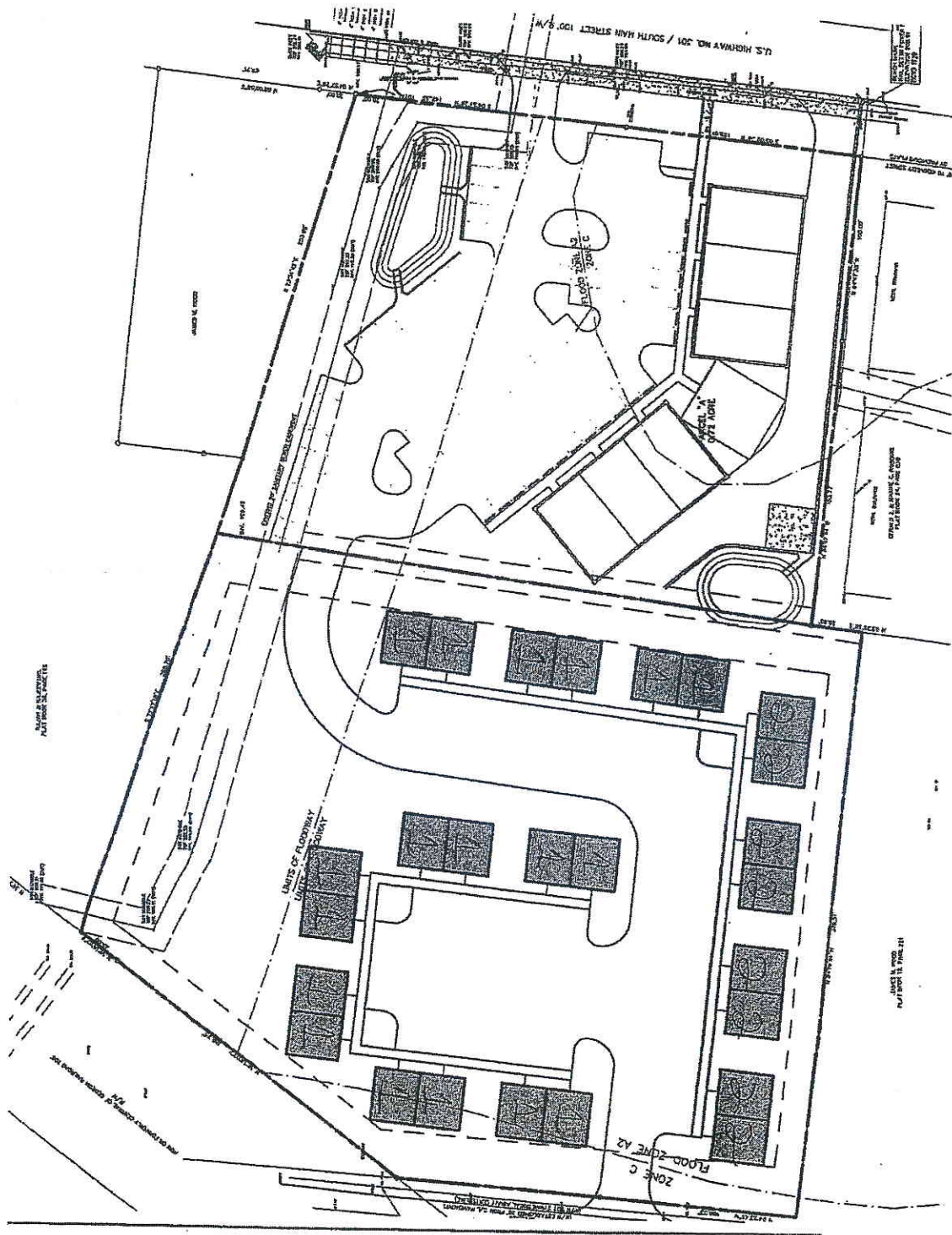
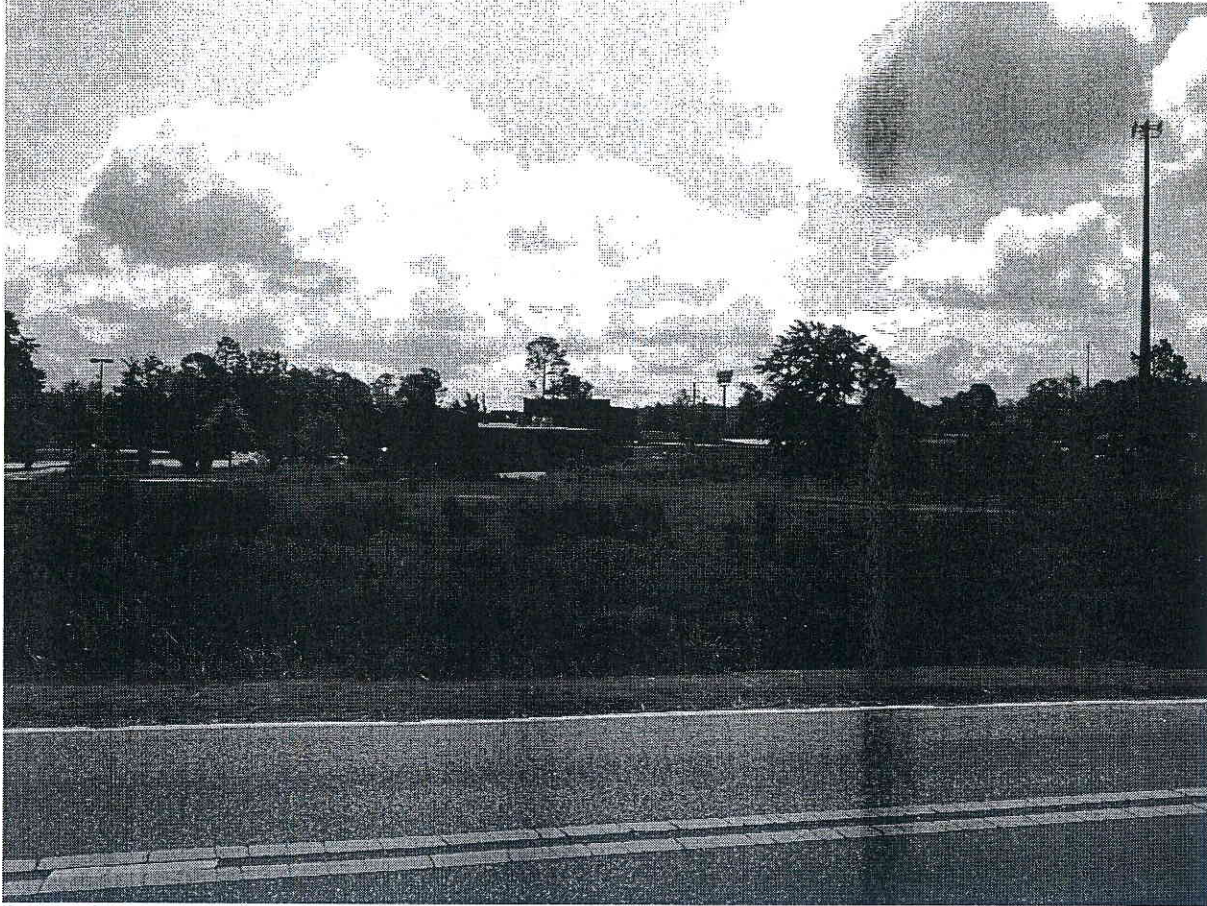


EXHIBIT C: PHOTOS OF THE SUBJECT PROPERTY AND GENERAL VICINITY.



Subject Site.



City of Statesboro – Department of Community Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

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

**RZ 12-05-05
 ZONING MAP AMENDMENT
 612 SOUTH ZETTEROWER AVENUE**

LOCATION: 612 South Zetterower Avenue

REQUEST: Rezone from CR (Commercial Retail) with Conditional Use Variance to HOC (Highway Oriented Commercial)

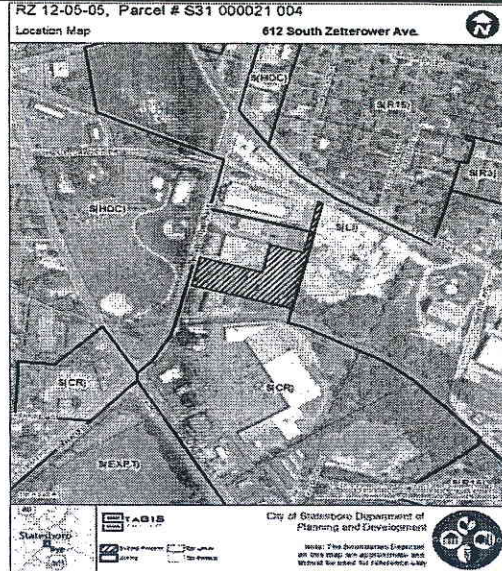
APPLICANT: Godbee Enterprises, Inc.

OWNER(S): Godbee Enterprises, Inc.

LAND AREA: 2.33 acres

PARCEL TAX MAP #s: S31000021004

COUNCIL DISTRICT: 3 (Britt)



PROPOSAL:

The applicant is requesting rezoning of the approximately 2.33 acre subject property located at 612 South Zetterower Avenue from CR (Commercial Retail) District with Conditional Use Variance to HOC (Highway Oriented Commercial) District to allow for the sale of used vehicles to supplement the existing automotive repair shop. (See **Exhibit A – Location Map & Exhibit B – Sketch Plan**)

BACKGROUND:

The subject area of this request is a 2.33 acre single lot located at 612 South Zetterower Avenue and is currently zoned CR (Commercial Retail). The existing use of the property as an automotive repair shop is the result of Council's decision in 2000 to grant a Conditional Use Variance to allow for construction and operation of Express Tune & Lube in a CR (Commercial Retail) district.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	CR (Commercial Retail) & LI (Light Industrial)	Retail and manufacturing facility
SOUTH:	CR (Commercial Retail)	Carwash and Laundry Mat
EAST:	LI (Light Industrial)	Industrial Concrete Manufacturing
WEST:	HOC (Highway Oriented Commercial)	Recreational Park

The subject property is located in a mixed use area with the property's eastern property line surrounded by parcels zoned LI (Light Industrial) and utilized by Evans Concrete for manufacturing. The southern parcels are zoned CR (Commercial Retail) and operates as a carwash and laundry mat with College Plaza, a retail strip center, located further south. The northern parcels are also zoned CR (Commercial Retail) and are utilized as a retail strip center with a manufacturing facility to the extreme north zoned LI (Light Industrial), while Memorial Recreational Park lies across South Zetterower Avenue to the west of the subject property with a HOC (Highway Oriented Commercial) zoning district. (See **Exhibit C**)

COMPREHENSIVE PLAN:

The subject site lies within the "Urban Core" character area as identified by the City of Statesboro Future Development Map within the *City of Statesboro Comprehensive Plan*. The "Urban Core" character areas are identified as the activity and cultural hub of the region and support a wide range of acceptable uses. As a major gateway into downtown, traditional development patterns of buildings along the sidewalk and a lively streetscape are respected and promoted, while encouraging retail uses with large storefront windows at street level.

Neighborhood-scaled retail and commercial, arts and entertainment venues, civic centers, office, neighborhood services, lofts, mixed use, multi-story buildings with retail on the street and office/residential above are all appropriate land uses for properties within the Urban Core character area. Some suggested development and implementation strategies for the area include the following:

- Historic structures should be preserved or adaptively reused wherever possible.
- Encourage mixed-use infill and redevelopment.
- Economic development strategies should continue to nurture thriving commercial activity.
- Redevelop warehouses for major employer/tenant to build critical mass downtown.
- As downtown continues to grow, consider the construction of parking garages with retail uses on the street level.
- Create local historic districts.

Statesboro Comprehensive Plan, Community Agenda pages 12-13.

As illustrated in the *Comprehensive Plan*, mixed use in this area is favorable. Utilizing the subject site as an automotive repair shop with the sale of used vehicles increases this particular area's mixed character. Because this parcel contains an excessive number of parking spaces (52 parking spaces), much of the property is underutilized and remains as empty asphalt. This request would promote redevelopment of underutilized property as the proposed and existing use only requires approximately 16 parking spaces for the existing building for vehicle sales and/or repair.

TRANSPORTATION:

The subject property is primarily accessed from South Zetterower Avenue. The subject property contains a utility easement that is located on the northern section of the property onto Stillwell Avenue. South Zetterower Avenue is functionally classed by the Georgia Department of Transportation as an urban minor arterial street which links cities and larger towns to form an integrated network providing interstate and intercounty service and should be expected to provide for relatively high overall travel speeds, with minimum interference. *Bulloch County/City of Statesboro Long Range Transportation Plan*, page 67.

Traffic counts for the immediate area (and thereby relative to the subject property's proposed use) states that the total average annual daily trips reached approximately 10,540 trips both ways for the year 2011. The *2035 Bulloch County/City of Statesboro Long Range Transportation Plan* rated South Zetterower Avenue at this segment at a level of service (LOS) of E. Level of Service ratings are a "qualitative measure of traffic flow describing operating conditions" ranging from A (representing the best operating conditions) to F (representing the worst operating conditions). A rating of C or better indicates that "travel speeds are slightly lower than the posted speed with noticeable delay in intersection areas". A rating of D or worse is considered deficient. According to the LRTP, the LOS for this area is expected to improve to a rating of D in the next ten years.

The *Bulloch County/City of Statesboro Long Range Transportation Plan* expresses the need for pedestrian amenities along South Zetterower Avenue. This segment of South Zetterower Avenue is not currently served by sidewalks, curbs, or gutters.

No significant impact on traffic volume, safety, or capacity is expected as a result of this request due to the existing business of the same nature.

COMMUNITY FACILITIES (EXCEPT TRANSPORTATION):

The subject site is currently served by city utilities including water, sewer, and public safety services and contains a utility easement located on the northern section of property. No significant impact is expected on community facilities as a result of this request.

ENVIRONMENTAL:

The subject property does not contain wetlands but is located in a flood zone; however, this request should not generate any additional issues. There is no expected environmental impact associated with this request. Any potential issues will be brought forth and discussed during standard permitting and review procedures.

ANALYSIS:

The 2.33 acre site is currently zoned CR (Commercial Retail) with a conditional use variance. A conditional use variance was granted by the Statesboro Mayor and City Council in 2000 to allow the current use of the property as an automotive repair shop. Conditional use variances allow for a use that is inconsistent with uses permitted of right within a zoning district. In this case, automotive repair shops, as well as the requested sale of used vehicles, are not uses permitted by right within the Commercial Retail zoning district. (Such uses are restricted to the HOC (Highway Oriented Commercial) zoning district). In addition, *Article XXIV* of the *Statesboro Zoning Ordinance* states that approval of a conditional use variance by the mayor and council does not constitute an approval for future expansions, additions or changes to the initially approved operation. Therefore, the proposed additional use for automobile sales necessitates additional approval by the Mayor and Council or rezoning of the property to HOC. The applicant has filed an application for a zoning map amendment and is requesting that the subject site be rezoned to HOC (Highway Oriented Commercial) to allow the site's requested use as automotive and allied sales and services - uses permitted by right within the HOC zoning district.

The request to rezone the 2.33 acre subject property from CR (Commercial Retail) district to HOC (Highway Oriented Commercial) district should be considered in light of the standards for determination of zoning map amendments given in Section 2007 of the *Statesboro Zoning Ordinance*; the vision and community policies articulated within the city's two (2) primary land use policies: The *Statesboro Comprehensive Plan* and the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan*; and the potential for the property to develop in conformance with the requirements of the proposed CR (Commercial Retail) zoning district as set forth in the *Statesboro Zoning Ordinance*.

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

- (1) **Existing uses and zoning or (of) property nearby;**
 - o Existing uses and zoning of nearby property range from parks and manufacturing facilities to commercial strip centers with a carwash and laundry mat located to the south of the subject property. According to the *Statesboro Comprehensive Master Plan*, this area is under pressure to grow in a mixed use manner. Mixed use can be defined as the use of a building or neighborhood for more than one purpose. Mixed use developments provide a range of commercial and residential unit sizes and options while maintaining the intent and character of the area.
 - o The proposed zoning map amendment request, if granted, could result in "spot zoning". Parcels adjacent to this site, and along this side of South Zetterower in the vicinity of the subject site, are zoned Commercial Retail. Spot zoning is primarily defined as zoning which is invalid because it is not in accordance with the comprehensive plan while singling out a small parcel of land for a use classification totally different from that of the surrounding area.
- (2) **The extent to which property values are diminished by the particular zoning restrictions.**
- (3) **The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
- (4) **The relative gain to the public, as compared to the hardship imposed upon the property owner.**
- (5) **The suitability of the subject property for the zoned purposes.**
 - o The proposed land use does not meet the provisions of the *Statesboro Zoning Ordinance* nor the *Comprehensive Plan*.
 - o The property is already developed and utilized as an automotive service shop in a manner similar to the request.
 - o City Council's decision to grant a Conditional Use Variance in 2000 to allow for an automotive repair shop in a commercial area considered the compatibility of the requested use as an automobile repair shop with adjacent properties and the overall community and deemed such to be harmonious.
- (6) **The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
 - o The property has been utilized by the applicant as an automotive repair shop since the grant of the conditional use variance by Mayor and City Council in the year 2000.
- (7) **The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in adjacent areas;**
 - o The proposed use is not expected to have a negative impact on population density, community facilities, living conditions, traffic patterns and property values in adjacent areas given its current existence, and is not expected to be negative or burdensome to the general public or surrounding property owners.

- (8) **Consistency with other governmental land use, transportation, and development plans for the community.**
- o The requested zoning map amendment is consistent with the policies articulated within the 2035 *Bulloch County/City of Statesboro Long Range Transportation Plan*.
 - o As illustrated on the sketch plan submittal, the subject property can be developed in conformance with the requirements for the proposed HOC (Highway Oriented Commercial) zoning districts as set forth in the *Statesboro Zoning Ordinance*. The subject property is sufficient in size and shape for the sale of used vehicles and should meet the setback and other standards of the HOC (Highway Oriented Commercial) zoning districts as well as the parking, buffering, and other development requirements set forth in the *Statesboro Zoning Ordinance*.
 - o The *Statesboro Comprehensive Plan* adopts a goal of "promot[ing] infill and redevelopment" stating that "infill development, which consists of developing vacant lots dispersed in developed areas, strengthens neighborhoods and reinvests money into infrastructure which is already in place". (*Community Agenda, page 51*). The requested utilization of the subject site would achieve this goal.
 - o Use of the property as an automotive repair shop and/or car sales is not consistent with the vision and guiding principles of the urban core character area as articulated within the *Statesboro Comprehensive Plan* which promotes dense, urban, and vibrant downtown areas with neighborhood scale, pedestrian friendly developments.

Although the applicant has requested a zoning map amendment in its application, another consideration may be to approve an amendment to the applicant's already granted conditional use variance that would allow for the additional proposed use of car sales on the subject site. Section 2406 of the *Statesboro Zoning Ordinance* lists seven (7) factors that should be considered by Mayor and City Council as for determinations of conditional use variances as follows:

1. Adequate provision is made by the applicant to reduce any adverse environmental impact of the proposed use to an acceptable level.
2. Vehicular traffic and pedestrian movement on adjacent streets will not be substantially hindered or endangered.
3. Off street parking and loading, and the entrances to and exits from such parking and loading, will be adequate in terms of location, amount, and design to serve the use.
4. Public facilities and utilities are capable of adequately serving the proposed use.
5. The proposed use will not have significant adverse effect on the level of property values or the general character of the area.
6. Unless otherwise noted, the site plan submitted in support of an approved conditional use shall be considered part of the approval and must be followed.
7. Approval of a proposed use by the mayor and council does not constitute and [an] approval for future expansion of or additions or changes to the initially approved operation. Any future phases or changes that are considered significant by the planning commission and not included in the original approval are subject to the provisions of this section and the review of new detailed plans and reports for said alterations by the governing authority.

STAFF RECOMMENDATION:

Based on the factors of consideration for zoning map amendments given in Section 2007, staff recommends that the requested zoning map amendment from CR (Commercial Retail) to HOC (Highway Oriented Commercial) be denied. That being said, a review of the seven (7) aforementioned factors stated in Section 2406 of the *Statesboro Zoning Ordinance* regarding conditional use variances suggest that these factors could be satisfied at this location. Therefore, staff suggests Council consider an amendment of the original conditional use variance to allow for the proposed additional use of the property and no public detriment is expected as a result of the use of the subject site in the requested manner. Furthermore, the additional approval support economic development policies that allow the highest and best use of property and encourage the retention and health of existing businesses in Statesboro.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission voted 6-0 to recommend denial of the requested zoning map amendment but to approve an amendment to the original conditional use variance to allow for the use of car sales at the subject site.

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

EXHIBIT A: LOCATION MAP



EXHIBIT B: EXISTING SKETCH PLAN

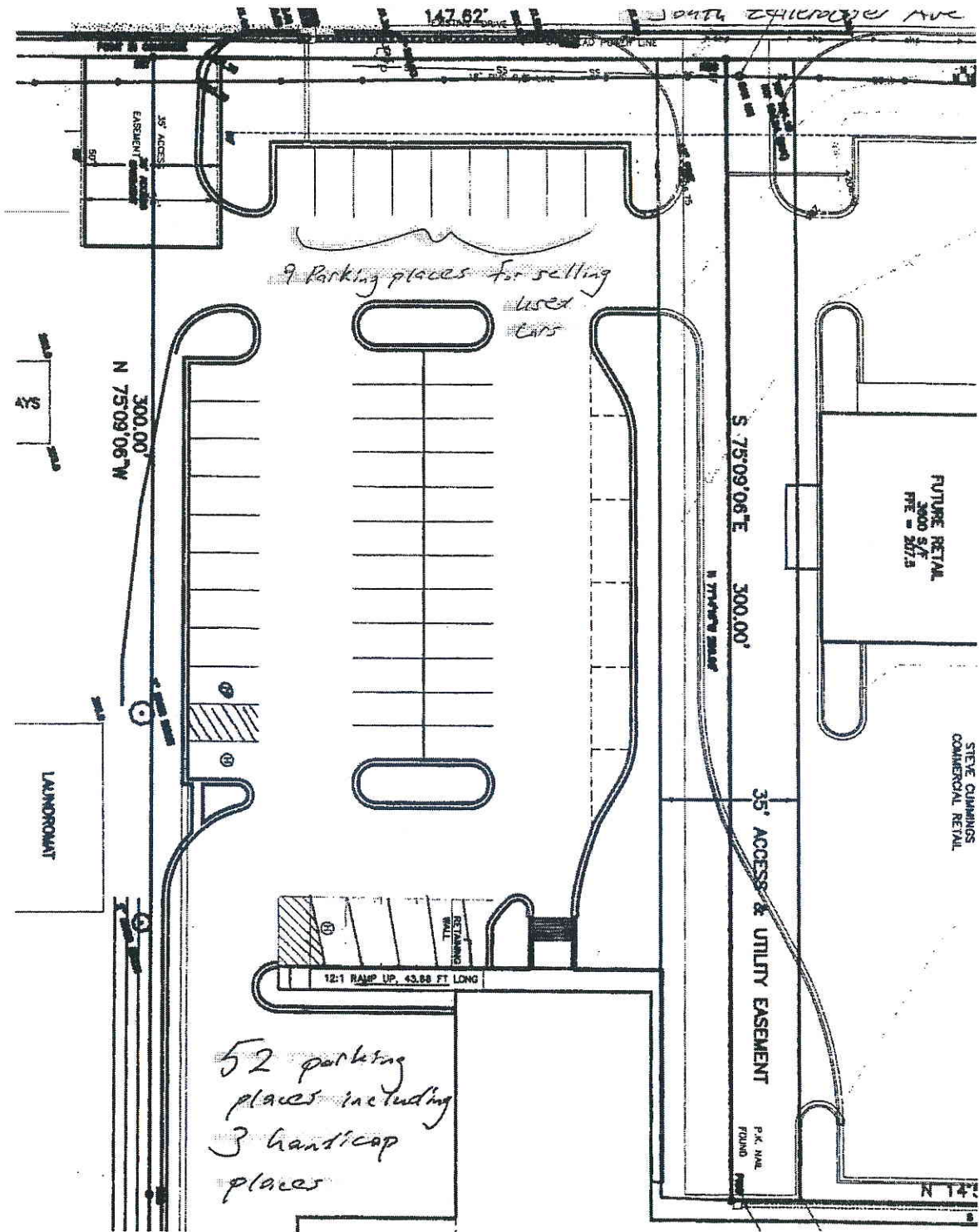


EXHIBIT C: PHOTOS OF THE SUBJECT PROPERTY AND GENERAL VICINITY.



Figure 1: The Subject Property from South Zetterower Avenue.



Figure 2: Memorial Recreation Park across South Zetterower to the west of the subject property.

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



Figure 4: Retail strip center to the north of the subject property.



Figure 5: Carwash to the south of the subject property.

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

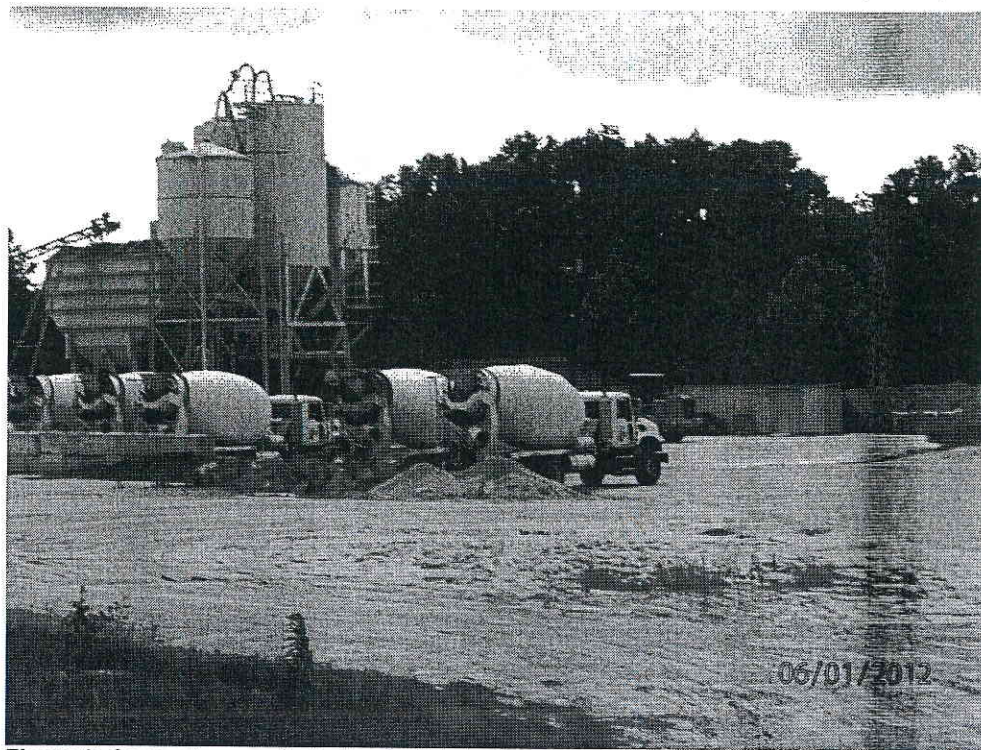


Figure 6: Concrete manufacturing facility to the east of the subject property.



City of Statesboro

ENGINEERING DEPARTMENT

MEMORANDUM

To: Frank Parker, City Manager

From: Robert Cheshire, City Engineer
David L. Hendrix, Assistant City Engineer

Re: Recommendation of Low Bidder for "Lanier Dr. Traffic Calming & Ped. Safety Improvements"

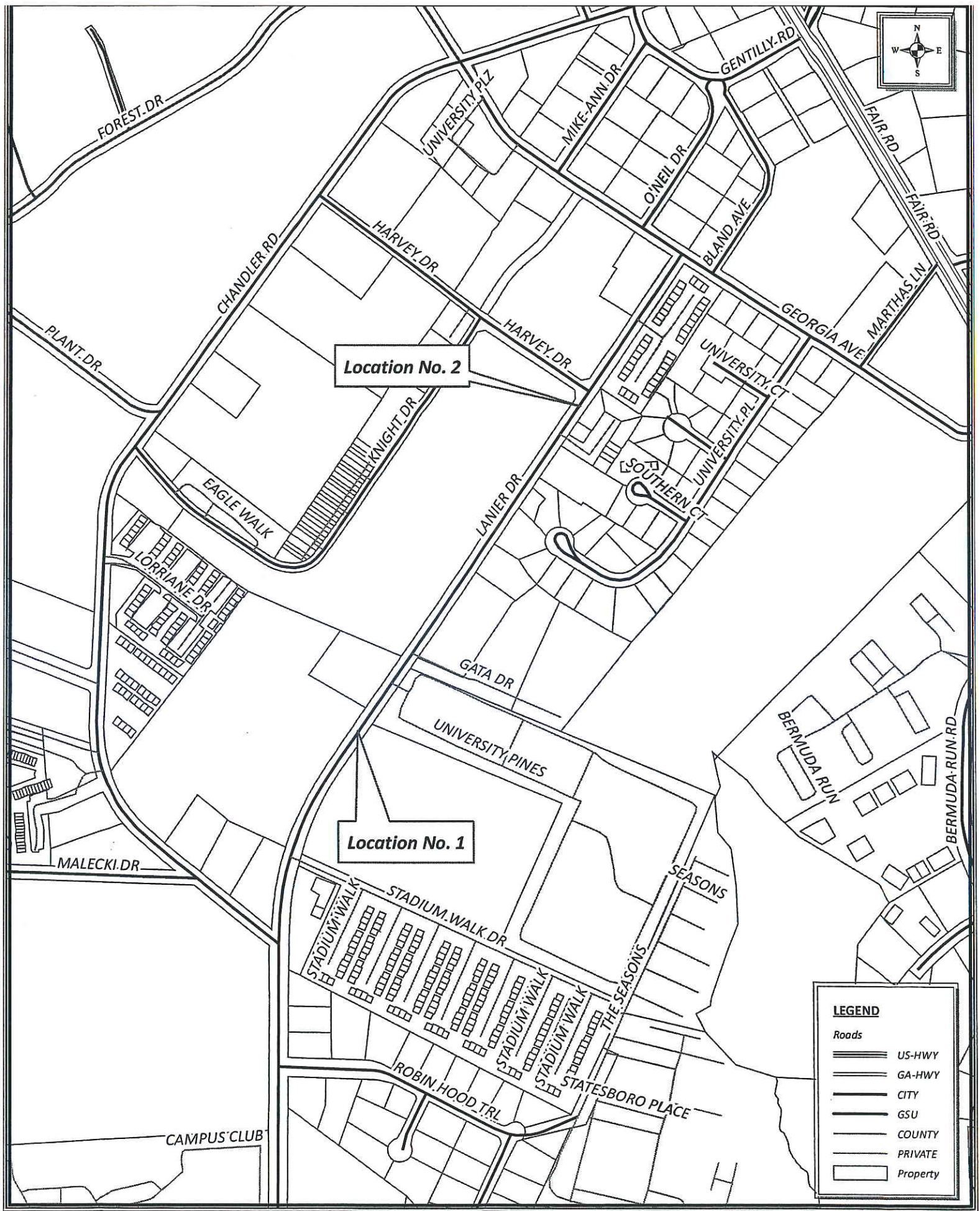
Date: June 12, 2012

Bids for the above referenced project were received on June 12, 2012. The bid results are as follows:

- Ellis Wood Contracting: \$66,485.80
- Sikes Brothers Inc.: \$79,967.70
- Preferred Site Construction: \$97,897.75

The low bidder, Ellis Wood Contracting, meets all the requirements of the bid package and submitted an acceptable bid bond. This contractor has completed numerous past projects for the City of Statesboro with positive results. We recommend awarding the contract for the "Lanier Drive Traffic Calming & Pedestrian Safety Improvements" project to the low bidder, Ellis Wood Contracting.

Attachment: Project Location Map





City of Statesboro
Engineering Department – Public Works

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

MEMORANDUM

MEMORANDUM

To: Frank Parker, City Manager

From: Robert Cheshire, P.E., City Engineer
Jason Boyles, Senior Assistant City Engineer

Re: Recommendation of Low Bidder for "FY2012 Roadway Improvements"

Date: June 13, 2012

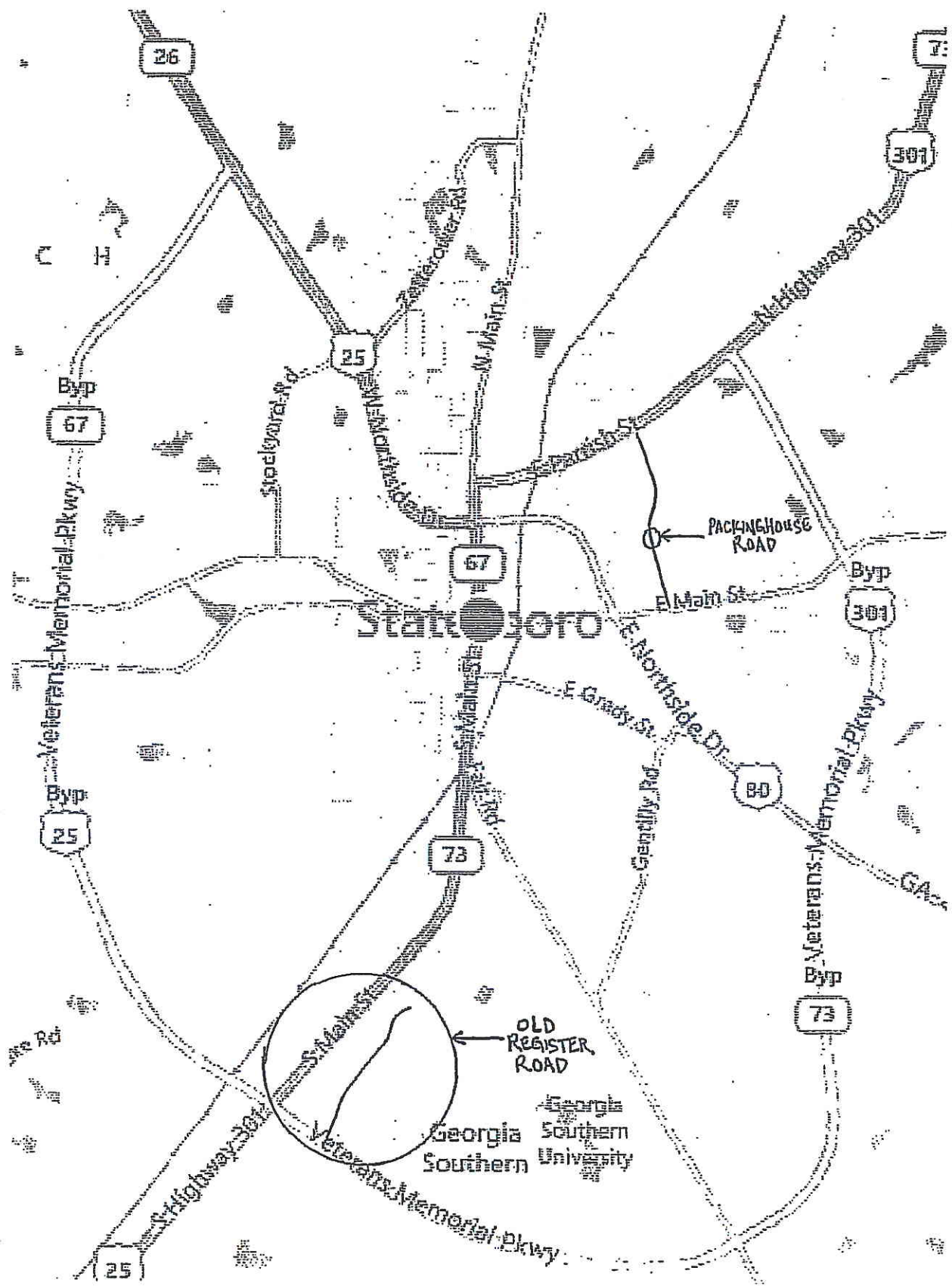
Bids for the above referenced project were received on June 13, 2012. The bid results are as follows:

- Everett Dykes Grassing Co. Inc.: \$229,343.87
- Sikes Brothers Inc.: \$240,088.50
- Reeves Construction: \$268,541.00

The low bidder, Everett Dykes Grassing Co Inc, meets all the requirements of the bid package and submitted an acceptable bid bond. This project includes a specialized construction process, full depth reclamation, and this contractor has previously completed numerous projects similar in nature. We recommend awarding the contract for the "FY2012 Roadway Improvements" project to the low bidder, Everett Dykes Grassing Co Inc.

Attachment: Project Location Map

Cc: Darren Prather, Purchasing Director





City of Statesboro
Engineering Department – Public Works

P.O. Box 348
Statesboro, Georgia 30459

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MEMORANDUM

To: Frank Parker, City Manager

From: Robert Cheshire, P.E., City Engineer
Jason Boyles, Senior Assistant City Engineer

Re: Proposed Solid Waste Ordinance Amendments and FY2013 Fees

Date: June 12, 2012

Per our proposal last week presented to city council, attached are our FY2013 solid waste collection and solid waste disposal fee proposals and a solid waste ordinance proposal. The solid waste collection fees and ordinance amendments were prepared to provide improved yard waste collection services and to offset increases in operational expenses. As noted in the memo from Jeff McCarty, Landfill Superintendent, the solid waste disposal fees were also increased to offset rising operational expenses and proposed inert landfill permitting regulations by Georgia EPD.

If you need anything further from me or have any questions please feel free to contact me.

Attachments

Cc: Jeff McCarty, Landfill Superintendent
Mike Clifton, Sanitation Superintendent



City of Statesboro
Engineering Department – Public Works

P.O. Box 348
Statesboro, Georgia 30459

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912.764.7680 (Fax)

MEMORANDUM

To: Frank Parker, City Manager

From: Robert Cheshire, P.E., City Engineer
Jason Boyles, Senior Assistant City Engineer

Re: Proposed Changes to City Policies and Fees Regarding Solid Waste Collections (Yard Waste)

Date: May 30, 2012

As you are aware, it has become evident that the recent stricter enforcement of yard trash collection regulations has not been well received by the public. Therefore, we propose to either significantly modify or eliminate some of these regulations. The primary changes we propose to eliminate are the 4' x 8' x 4' pile size limit, the 400 pound pile size limit, and the removal for compensation restrictions for yard trash piles. Instead we propose to collect all yard trash piled curbside. The only yard trash limitations we propose to enforce are that tree trunks, limbs, branches, or shrubs cannot exceed 6" in diameter, 6' in length or 60 pounds each. These limitations are increased from the current provisions to allow for larger individual pieces, yet still maintain a size that our equipment and personnel can safely handle and load in our trucks. The existing provisions for felled trees will remain.

As discussed at the May 15, 2012 City Council meeting, significantly modifying the size and weight limits of yard trash piles will require that we add, as a minimum, one additional collection truck and two-man crew. This will ensure that we are able to provide the level of service that the public expects from the city. To cover these added expenses, we propose increasing the solid waste collection fee of every sanitation account by \$1.60 per month. Please note the proposed increase of \$1.60 per month will be in addition to the 5% increase for residential and commercial polycart and multi-family unit fees we propose in the FY 2013 budget to cover rising landfill, fuel, and equipment costs. Therefore, the total proposed fee increases would be as follows:

- Residential fee will increase by \$2.35 per month, from \$15.00 to \$17.35
- Commercial polycart fee will increase by \$2.45 per month, from \$17.00 to \$19.45
- Commercial dumpster minimum fee will increase by \$1.60 per month, from \$24.00 to \$25.60

The proposed rates will remain consistent with solid waste collection rates for other comparable cities in Georgia.

RESOLUTION 2012-12: A RESOLUTION AMENDING THE SCHEDULE OF FEES AND CHARGES FOR THE SOLID WASTE COLLECTION DIVISION OF THE ENGINEERING DEPARTMENT OF THE CITY OF STATESBORO, GEORGIA

WHEREAS, the City of Statesboro operates an Engineering Department which, among other activities, collects residential, commercial, and yard waste on regular basis through its Solid Waste Collection Division; and

WHEREAS, in order to finance some of these operations, the City has previously and must continue to impose various fees and charges; and

WHEREAS, the City Manager and the City Engineer have recommended an increase in the schedule of fees and charges to offset the effects of inflation; and the Mayor and City Council upon careful review wish to implement said amended schedule of fees and charges; and

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

Section 1. The document entitled "Schedule of Fees and Charges for the City of Statesboro Solid Waste Collection Division," attached hereto and incorporated into this Resolution by reference, is hereby adopted and approved as the fees and charges authorized to be charged by the department.

Section 2. Any provision of any ordinance, resolution or administrative policy in conflict with this schedule for the Solid Waste Collection Division is hereby repealed to the extent of any such conflict; and the provisions of this Resolution shall take precedence in determining the fees and charges to which they apply.

Section 3. This Resolution shall not affect in any manner the resolution which authorizes the fees and charges associated with the Solid Waste Disposal Division in operating the Landfill, Transfer Station, and Recycling Center.

This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 19TH day of June, 2012.

STATESBORO, GEORGIA

By: Joe Brannen, Mayor

Attest: Sue Starling, City Clerk

**Schedule of Fees and Charges for the
City of Statesboro Solid Waste Collection Division
Effective July 1, 2012**

SERVICE PROVIDED:	FEE:
COMMERCIAL DUMPSTER <i>base rate of \$24.00/mth for once weekly pickup of 2 cy dumpster plus yard waste fee</i>	see matrix
COMMERCIAL POLYCART <i>tippage - \$3.95; sanitation - \$13.90; yard waste - \$1.60</i>	\$19.45 (per month)
RESIDENTIAL POLYCART AND YARD WASTE <i>tippage - \$3.95; sanitation - \$11.80; yard waste - \$1.60</i>	\$17.35 (per month)
SPECIAL PICKUPS <i>\$80.00 per hour + tippage fees incurred; minimum 1 hr charge; rate assessed in 0.25 hr intervals after 1 hr</i>	\$80.00 hr + tippage (total varies)
WHITE GOODS COLLECTION <i>cost per item for recyclable metal appliances</i>	\$15.00 (each item)
POLYCART REPLACEMENT <i>cost indicated is for both commercial and residential polycarts</i>	\$68.50 (each)
APARTMENT/MULTI-FAMILY COLLECTION <i>cost indicated is for each unit</i>	\$17.35 (per month)

**Schedule of Fees and Charges for the
City of Statesboro Solid Waste Collection Division
Effective July 1, 2012**

DUMPSTER SIZE	STANDARD DUMPSTER MONTHLY FEE:					
	(NUMBER OF PICKUPS PER WEEK)					
	(1)	(2)	(3)	(4)	(5)	(6)
2 YARD	\$24.00	\$48.00	\$72.00	\$96.00	\$120.00	\$144.00
4 YARD	\$48.00	\$96.00	\$144.00	\$192.00	\$240.00	\$288.00
6 YARD	\$72.00	\$144.00	\$216.00	\$288.00	\$360.00	\$432.00
8 YARD	\$96.00	\$192.00	\$288.00	\$384.00	\$480.00	\$576.00
	EXTRA PICKUP FEE					
2 YARD	\$24.00					
4 YARD	\$48.00					
6 YARD	\$72.00					
8 YARD	\$96.00					
	COMPACTOR DUMPSTER MONTHLY FEE:					
	(NUMBER OF PICKUPS PER WEEK)					
	(1)	(2)	(3)	(4)	(5)	(6)
2 YARD	\$36.00	\$72.00	\$108.00	\$144.00	\$180.00	\$216.00
4 YARD	\$72.00	\$144.00	\$216.00	\$288.00	\$360.00	\$432.00
6 YARD	\$108.00	\$216.00	\$324.00	\$432.00	\$540.00	\$648.00
8 YARD	\$144.00	\$288.00	\$432.00	\$576.00	\$720.00	\$864.00
	YARD WASTE FEE:					
	\$1.60					



MEMO:

Date: June 8, 2012
To: Jason Boyles, Senior Assistant City Engineer
From: Jeff McCarty, Landfill Superintendent
Subject: Request to Increase Solid Waste Disposal Fees

Transfer Station:

I would like to increase our tippage rate for all municipal solid waste, bulk waste, and construction and demolition going to the transfer station from \$36.75 per ton currently to \$38.00 per ton. This increase is needed in part because of the new contract with Rackleff Enterprises, LLC starting July 1st, 2012. Rackleff will provide a turn key operation providing the trucks and trailers to haul the City of Statesboro's refuse to Wayne County Landfill. This new rate will be \$10.49 per ton plus the fuel surcharge currently at 38%. The per ton rate coupled with the fuel surcharge for today fuel cost will be \$14.48 per ton. The current rate of \$9.57 per ton plus the current fuel surcharge of 42% equals a total cost of \$13.59 per ton. The increase of \$1.25 per ton over the current rate and surcharge will help offset the increasing transportation costs due to rising fuel costs.

Inert Landfill:

Our tippage fee for inert waste is currently \$36.75 and the tippage fee for yard waste is \$15.50. Both waste types are going into our inert landfill. We have received a total of 585 tons of true inert waste and 5,700 tons of yard waste thus far this fiscal year. I would like to consolidate the two type wastes into one tippage fee which would be \$19.75 per ton. An increase of \$4.25 per ton is needed to cover fees for the expansion of the inert landfill. We will have to expand the existing inert landfill site over the next year or so increasing the amount of fuel consumed, maintenance on equipment, and other related expenses. Further, we need to expedite this work to stay ahead of stricter inert landfill regulations that the Georgia EPD has recently proposed. In addition, our Engineering Consultant, Golder Associates, has advised that we need to install a passive vent system for future methane output in the inert landfill. As you can see we will incur a lot of expenses with the new inert expansion project which is why this increase will be needed.

Tire Disposal:

Our current disposal rate is \$110.00 per ton for scrap tires. Rackleff charges a flat rate of \$475.00 per haul plus a fuel surcharge. Together this amount is roughly \$650.00. This fiscal year we have transported 350 tons to Quality Tire Recycling in Atlanta. Each load costs the City of Statesboro \$118.00 per ton to dispose of. The combined cost for transportation and disposal is approximately \$2,200.00 per load. If we can increase the tippage fee for tires to \$120.00 per ton that will basically cover our expenses.

RESOLUTION 2012-13: A RESOLUTION AMENDING THE SCHEDULE OF FEES AND CHARGES FOR THE SOLID WASTE DISPOSAL DIVISION OF THE ENGINEERING DEPARTMENT OF THE CITY OF STATESBORO, GEORGIA

WHEREAS, the City of Statesboro and Bulloch County are jointly responsible for the closure and post-closure of the Lakeview Landfill, and the operation of the Transfer Station and Recycling Center located there; and

WHEREAS, this operation is funded primarily from the tipping fees that governments, private garbage haulers, and individuals pay to dispose of refuse in the transfer station, where the waste is temporarily stored until it is loaded in trailers for transportation to the Wayne County Landfill for disposal; and

WHEREAS, the City and county have found that it is necessary to increase the fees and charges to offset inflationary costs, particularly for transportation, disposal, and fuel; and

WHEREAS, the City Manager and the City Engineer have recommended an increase in the schedule of fees and charges to offset the effects of inflation; and the Mayor and City Council upon careful review wish to implement said amended schedule of fees and charges; and

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

Section 1. The document entitled "Schedule of Fees and Charges for the City of Statesboro Solid Waste Disposal Division," attached hereto and incorporated into this Resolution by reference, is hereby adopted and approved as the fees and charges authorized to be charged by the department.

Section 2. Any provision of any ordinance, resolution or administrative policy in conflict with this schedule for the Solid Waste Disposal Division is hereby repealed to the extent of any such conflict; and the provisions of this Resolution shall take precedence in determining the fees and charges to which they apply.

This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 19th day of June, 2012.

STATESBORO, GEORGIA

By: Joe Brannen, Mayor

Attest: Sue Starling, City Clerk

**Schedule of Fees and Charges for the
City of Statesboro Solid Waste Disposal Division
Effective July 1, 2012**

WASTE RECEIVED:	FEE:
HOUSEHOLD/COMMERCIAL GARBAGE AND CONSTRUCTION & DEMOLITION MATERIAL	\$38.00 (per ton)
YARDWASTE & INERT MATERIAL	\$19.75 (per ton)
RECYCLABLE METALS	NO CHARGE
MINIMUM DISPOSAL HANDLING FEE	\$6.00 (each)
SORTED RECYCLABLE CARDBOARD OR PLASTIC	NO CHARGE
ACCEPTABLE COVER-TYPE SOIL	NO CHARGE
GEORGIA DEPARTMENT OF TRANSPORTATION	NO CHARGE
BULK TIRES	\$120.00 (per ton)



City of Statesboro

Engineering Department – Public Works

P.O. Box 348
Statesboro, Georgia 30459

912.764.0681 (Voice)
912.764.7680 (Fax)

STAFF REPORT

TOPIC: **SOLID WASTE ORDINANCE (CHAPTER 66 OF THE STATESBORO MUNICIPAL CODE)**

DATE: June 12, 2012

BACKGROUND:

As discussed at the June 5, 2012 city council meeting and previous work session(s), staff has been receiving numerous complaints over the last few months from the citizens, apartment complexes, and various others regarding the stricter enforcement of the solid waste ordinance. As all are aware, staff began enforcement practices last year in an effort to improve operational efficiency with the personnel and funding that was, and remains, currently appropriated. Increasing demand on services and lack of adequate personnel and equipment necessary to keep up with population growth and waste volume increases over the last several years has placed significant strain on operational efficiency.

As indicated in our proposal at the previous city council meeting staff is proposing to improve our services by expanding yard waste collection service and expanding our yard waste personnel by two employees and one additional truck. This will be paid for by a \$1.60 per month increase in fees per sanitation customer. The attached ordinance proposal amends the existing ordinance to allow such changes.

HIGHLIGHTED DIFFERENCES WITH PROPOSED ORDINANCE:

Staff proposes a new Solid Waste Ordinance to replace Chapter 66 of the *Code of Ordinances, City of Statesboro, Georgia*, in its entirety. The following outlines the most substantive changes to the existing ordinance:

- **Collections limits and provisions.** Yard Trash dimensional limits for individual items have been modified to allow larger materials. Yard trash maximum accumulation dimensional and weight limits have been eliminated.
- **Felled trees and removal for compensation.** Articles related to felled trees have been amended to require only tree felling operations to be removed by owner or contractor. In addition, any byproduct of a landscaping contractor in excess of the dimensional limit shall be removed by the contractor. Byproducts of a landscaping contractor in conformance with the provisions herein shall be collected by the city.
- **Deposits.** Account deposit requirements have been amended to require all new customers to provide a deposit.

RECOMMENDATION:

Staff recommends that City Council adopt the proposed Solid Waste Ordinance, thereby amending Chapter 66 of the *Code of Ordinances, City of Statesboro, Georgia*, by replacing it in its entirety. This proposal, in addition to the complementary proposal to increase fees, will allow staff to provide our sanitation customers with a more prompt yard waste collection frequency and with the level of yard waste collection service.

STAFF CONTACTS:

Jason Boyles
Senior Assistant City Engineer
jboyles@statesboroga.net
(912) 764-0681

Robert Cheshire, P.E.
City Engineer
robert.cheshire@statesboroga.net
(912) 764-0655

Ordinance 2012-03
An Ordinance Amending Chapter 66 of the Statesboro Code of Ordinances
(Solid Waste)

WHEREAS, the City has previously adopted an ordinance regulating solid waste; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend Chapter 66 (Solid Waste) of the Code of Ordinances, City of Statesboro, Georgia to ensure efficient and responsive delivery of services:

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

Section 1. Chapter 66 (Solid Waste) of the Code of Ordinances, City of Statesboro, Georgia is hereby amended by replacing it in full, and shall read as follows:

Article I. – IN GENERAL

Sec. 66-1. – Definitions

For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meaning indicated herein.

Ashes means the residue from the burning of wood, coal, coke or other combustible materials.

Building material means any material including but not limited to materials such as lumber, roofing material, brick, concrete, plaster, flooring, plumbing materials, cabinets, doors, windows, gutters, sand, gravel or other substances used in repairs or alteration of existing buildings, construction of new buildings, or demolition of existing structures.

Bulk container or dumpster means a metal container of not less than two cubic yards, not larger than eight cubic yards, water tight, with a lid or lids opening on top and constructed so that it can be emptied mechanically by specially equipped trucks. All bulk containers while in service and use shall be equipped with a lid or cover.

Collection area means an area designated by the city to be used for the placement and collection of refuse receptacles, collection containers or trash accumulations.

Collection container means a container provided by the city or approved by the director, or his/her representative, to be used for the collection and disposal of garbage.

Commercial garbage means garbage produced by any nonresidential unit or facility or non-industrial facility including stores, offices, restaurants, warehouses, and other similar uses.

Commercial solid waste means all garbage and other waste byproducts, including cinders and ashes from commercial boilers, cardboard and wooden boxes, crates and barrels, or other waste byproduct(s), generated by commercial or manufacturing establishments.

Composting means the controlled biological decomposition of organic matter into a stable, odor-free humus.

Dead animals means the carcasses or remains of cats, dogs, small household pets, and small farm animals.

Director shall mean the city engineer.

Disposal site means an area, location, tract of land or a facility used or intended to be used for the disposal of solid waste, decaying waste, hazardous waste or other waste, except it shall not include the land or facility used for the disposal of solid waste or other waste from a single-family dwelling in which the owner, occupant, or lessee of such land or facility resides.

Garbage, household garbage or refuse means the by-product of animal or vegetable food resulting from the handling, preparation, cooking and consumption of food or other matter which is subject to decomposition, decay, putrefaction or the generation of noxious or offensive gases or odors, or which during or after decay may serve as breeding areas or feeding materials for flies, insects or animals.

Hazardous waste means materials including but not limited to materials such as poison, acids, caustic matter or solutions, chemical, infected materials, infectious carcass, fecal matter, explosives, sewage sludge, radioactive materials and highly flammable substances, oils, P.C.B., antifreeze, paints, solvents and cleaning fluids, dry cleaners, fuel tanks, biomedical waste, grease traps, batteries, oxidizers, and freon or any other substance that has been defined by federal or state law as being hazardous refuse or material or which poses a similar and immediate danger or hazard to the public health, safety and welfare as the substances described herein.

Household Trash means materials including waste accumulation of paper, sweepings, dust, rags, bottles, cans or other matter of any kind, other than garbage, which is usually attendant to housekeeping.

Industrial waste means all waste including solids, semi-solids, sludge and liquids, created by factories, processing plants or other manufacturing enterprises.

Junked vehicles means any discarded, dismantled, wrecked, scrapped, ruined, junked or inoperable automobile, truck or other vehicle, or vehicle which does not bear a current license plate or a current inspection sticker.

Litter means all garbage, refuse, waste material, sand, gravel, slag, brickbats, rubbish, tin cans, trash, debris, dead animals or any other discarded, used or unconsumed substance, which is not handled in accordance with the provisions of this article.

Loading and unloading area means a space or area used by any moving vehicle for the purpose of receiving, shipping, and transporting goods, wares, commodities and persons.

Reclamation means a controlled method of sorting solid waste for future use in accordance with a procedure approved by the director.

Recyclable materials means materials which otherwise would be garbage, commercial refuse, industrial refuse or rubbish but for the fact that it is usable and has commercial value.

Recycling means the process by which reclaimed materials are collected, separated or processed, and transformed into raw materials or products.

Residential garbage means garbage produced by any residential unit.

Refuse receptacle means a poly-cart used for the automated collection of garbage.

Rubbish means waste including but not limited to materials such as waste paper, cartons, boxes, cans, glass, packing material, and material which is discarded, unusable or not being actively used or stored or allowed to be accumulated in an unsightly manner.

Scavenge or scavenging shall mean unauthorized or uncontrolled retrieval of discarded refuse materials.

Solid Waste means any waste including commercial garbage, residential garbage, rubbish, tree and shrubbery trimmings, and trash but does not include hazardous waste, industrial waste, or waste from mining, agricultural, or silvicultural operations.

Trash means appliances, metals, furniture, yard trash, or tree and shrubbery trimmings.

Tree and shrubbery trimmings shall mean waste accumulation of tree limbs, parts of trees, bushes, or shrubbery cuttings or clippings.

Yard trimmings or yard trash means grass, straw, leaves, shrubs, hedges, tree and shrubbery trimmings, or other natural waste.

Sec. 66-2. – Collections by city.

- (a) *Generally.* All solid waste and recyclable materials accumulated in the city shall be collected, conveyed, and disposed of by the city, except as otherwise expressly authorized herein or approved by the mayor and city council. No person shall collect, convey over any streets or alleys of the city or dispose of any solid waste or recyclable materials accumulated in the city, except as expressly authorized herein or as allowed by pertinent and appropriate actions of the mayor and city council.
- (b) *Supervision.* All solid waste accumulated in the city shall be collected, conveyed, and disposed of by the city under the supervision of the director, who shall prescribe the days and times of collection, and other such matters pertaining to the storage location, conveyance and disposal as is necessary.
- (c) *Fees.* Fees, rates and charges for the collection services outlined in this article shall be as determined by the mayor and city council and on file in the office of the city clerk. Every residence, dwelling, business establishment or service agency within the limits of the city and to which garbage and solid waste collection and disposal services are available shall pay a fee for the availability of such service, regardless of whether the residence, business or agency used the service, and based upon a fee schedule approved by the mayor and city council.

- (d) *Night collection.* Should the best interest of the public be served by collection of refuse from certain areas in the city at night, the city shall make such collections. The occupants of all residences or places of business within the designated area shall be notified or may inquire as to the hours of such collection. All persons so notified shall comply with such order and shall place the containers as designated within such hours.
- (e) *Landlord's responsibility.* All garbage collection charges to a complex of apartments, houses, mobile homes or businesses will be billed to the landlord of the property, and the landlord shall be responsible to the city for payment of assessed charges.

Sec. 66-3. – Private collection.

No person or entity shall engage in the business of and receive compensation for the collection or disposal of garbage or solid waste or the collection of recyclable materials within the city, unless otherwise explicitly stated herein.

Sec. 66-4. – Refuse receptacles and collection containers required.

Every person or entity in possession, charge or control of any building from which garbage, trash, or other waste is accumulated or produced shall be required by this article to provide and keep in a suitable place, readily accessible to the city crews, refuse receptacles and collection containers suitable for the storage of all such waste materials which will normally accumulate between the established collection dates. The director shall determine the quantity and location of such receptacles and shall determine whether such receptacles and containers are in a serviceable condition.

Sec. 66-5. – Refuse receptacles and collection containers to be safe.

All refuse receptacles and collection containers, as required by this article, shall be of safe construction and design and shall be maintained in good, orderly and serviceable condition at all times. Any receptacle or container which does not conform to the requirements of this article or which has ragged or sharp edges, or any other defects likely to hamper or injure the person collecting the contents therefrom or the public generally, shall be promptly replaced by the user thereof where such receptacles and containers are not provided by the city. If such container, after appropriate notice, has not been replaced, the director shall have the right to suspend further collection of such waste material until such time as the container is brought into compliance with this article. Where receptacles or containers are provided by the city the user shall promptly notify the director or sanitation superintendent of such sharp edges, defects, or other nonconformities.

Sec. 66-6. – Fee schedule, billing, deposits and termination of service.

- (a) The fees and charges for the collection of trash, residential garbage, and commercial garbage; and the fees and charges for the disposal of solid waste through the transfer station and similar operations shall be established by resolution of the mayor and city council.
- (b) All fees shall be billed monthly as part of a combined utility bill, unless the user does not have another utility service. In that case, single bills shall be sent.
- (c) There shall be a deposit equal to two months' bills for any new collection customers or new solid waste disposal customers who open a monthly account with the city. If the amount is unknown when service first begins, the first three months' usage shall be

averaged to determine the amount of the deposit required, and the deposit shall be added to the bill once it is determined. The deposit may be waived if the customer can present a letter from a similar solid waste collection or disposal company, city, or other provider that indicates that the customer has paid its bills from such providers in a timely manner for at least the last 12 months of such similar service. If a deposit is required it shall be refunded without interest upon termination of service by the customer and following payment in full of all outstanding charges.

- (d) All bills shall be sent out using the billing cycle and schedule for payments as determined by the mayor and city council.
- (e) All bills not paid by the due date are subject to the late payment charge, and then immediate cut-off on the date printed on the bill.
- (f) In the event of non-payment and service cut-off, the customer must pay the bill in full, the late payment charge, a cut-off charge if applicable, and pay a deposit if it was either waived, previously refunded, or was used to make the payment, late payment charge, and/or the cut-off charge. The city manager is authorized to work out a payment plan for customers that demonstrate the ability to pay, but in no event shall such payment plan exceed 90 days before the customer's account is totally current. Such a payment plan can only be entered into once in a 12-month period. Failure to meet any payment date of a payment plan shall terminate the payment plan, and the services shall be discontinued.

Sec. 66-7--- 66-20. – Reserved.

Article II. – ENFORCEMENT

Sec. 66-21. –Responsible agency.

The director, landfill operator, sanitation superintendent, street superintendent, or code compliance officers shall investigate complaints or violations of any provisions of this article. They shall determine if there has been a violation, issue warnings and initiate an attempt to obtain compliance with this article by the person in violation thereof.

Sec. 66-22. –Initiation of complaint.

The code compliance officer shall be authorized to sign a complaint or issue a summons against a violator of this article.

Sec. 66-23. – Civil remedies.

In case of any violation of this article, the director, landfill superintendent, sanitation superintendent, street superintendent, or the designated code compliance officer may institute injunction, mandates, or other appropriate proceedings to prevent such violation, or to correct or abate such violation.

Sec. 66-24. – Suspension of service.

Upon appropriate notice to the person or entity in violation of this chapter, the director and/or city manager may suspend any service or the use of any facility maintained by the city during the period such violation continues to exist.

Sec. 66-25. – Penalty for violation.

Any person or entity in possession, charge, or control of any building from which garbage, trash or other waste is accumulated or produced and in violation of this article may be held liable for damages, and the recovery shall be in a sum of not less than \$110.00, nor more than \$550.00 for each violation. The city attorney may institute a proceeding in any court having jurisdiction thereof to collect such civil penalty. If the owner of the property on which the violation occurs fails to remediate the violation(s) within 30 calendar days upon receipt of notification, the city clerk may further proceed to collect the costs to the city of eliminating, removing or cleaning the premises in the same manner as provided by law for tax executions.

Sec. 66-26 – 66-40. – Reserved.

Article III. – PRE-COLLECTION PRACTICES

Sec. 66-41. – Generally.

The practices and procedures specified in this article shall be employed by persons in the city in order to facilitate the collection of solid wastes.

Sec. 66-42. – Refuse and garbage.

All refuse shall be placed and maintained in containers as specified in this article. All containers shall be maintained at all times with tight-fitting lids or covers. All garbage placed in containers for collection shall first be drained of all liquids, and shall be wrapped, bagged, or enclosed in paper or plastic material.

Sec. 66-43. – Household trash.

All household trash shall be drained of all liquids prior to its being placed in refuse receptacles. Household trash may be combined with garbage.

Sec. 66-44. – Injurious waste items.

All waste materials of an injurious nature, such as broken glass, light bulbs, sharp pieces of metal, fluorescent tubes and television tubes shall be securely packaged or wrapped (used needles shall be placed in hard plastic container with lid and sealed) for the purpose of preventing injury to the collection crews or other third parties.

Sec. 66-45. – Hazardous waste and building materials.

No hazardous waste or building materials shall be placed in any receptacle at any time. The city shall not be required to collect any hazardous waste or building material. All hazardous waste shall be secured against the possibility of causing injury to any person and shall not be placed on public property or private property without the written consent of the owner thereof.

Sec. 66-46. – Collection limits.

No residence or business shall place for collection at one time a trash accumulation, other than yard trash, with dimensions in excess of four feet in width by eight feet in length by 4 feet in height (4'x8'x4') or 400 pounds total. If the residence or business establishment places trash for collection which exceeds these limits, the residence or business shall be assessed an additional fee in an amount based on the actual cost of equipment, labor, transport or hauling and tippage fees needed for collection and disposal. Yard trash is exempt from the provisions of this section.

Sec. 66-47. – Accessible placement.

Trash shall be placed in a manner adjacent to a public street or alley easily accessible to city sanitation trucks.

Sec. 66-48. – Cardboard box collection.

All persons, firms, businesses, institutions or corporations shall be required to break down any and all cardboard boxes before placing the boxes into collection bins, receptacles, or other designated and approved collection points. To break down a cardboard box, it shall be rendered into a flat shape by whatever means necessary so that it no longer retains its three-dimensional shape and utilizes as little space as possible. Failure to break down boxes shall result in a misdemeanor, refusal by city sanitation officials to remove the garbage, or both.

Sec. 66-49. – Yard trash, tree and shrubbery trimmings.

Yard trash, tree and shrubbery trimmings separated from other debris shall be neatly stacked adjacent to the public street or alley used for road purposes which is nearest the property from which removed. No tree trunks, branches, limbs, or shrubbery larger than six inches in diameter, longer than six feet in length, or heavier than 60 pounds shall be collected by the city. Yard trash mixed with other debris will not be picked up. Trash other than yard trash must be in a separate stack. If a residence or business establishment places trash for collection which exceeds these limits, the residence or business shall be in violation of this section and shall be assessed an additional fee in the amount based on the actual cost of equipment, labor and tippage fees needed for collection or as otherwise provided herein.

Sec. 66-50. – Felled trees.

1) The owner of property on which trees are fallen or cut down is required to promptly remove all tree trunks, logs, limbs, tops or other debris resulting therefrom that is in excess of the provisions of Section 66-49, when such materials are clearly visible from any public street, alley, sidewalk, lane, path or from the property of another that adjoins the property on which the materials are located. All such debris in excess of the provision of Section 66-49 shall be promptly removed from the property and deposited in the city designated landfill or hauling station. Such materials shall not be destroyed or removed by burning.

2) All individuals, firms, businesses, partnerships, proprietorships or corporations engaged in the business of or receiving compensation for the felling and trimming of trees or removing fallen trees who shall contract with the property owner, the owner's agent or occupant to perform services on the property shall remove from the property all sawdust, branches, stumps and all portions of the byproducts of the services performed, as well as all rubbish associated therewith. All such debris, whether in excess of Section 66-49 or not, shall be

immediately removed from the property and deposited by the contractor in the city designated landfill or hauling station.

3) For the purposes of this code section compensation to individuals, firms, businesses, partnerships, proprietorships or corporations shall include, but is not limited to, receiving anything of value including monetary compensation as well as receiving the wood, limbs and other residue from the felling, trimming and removal of trees. Any form of compensation shall place the burden of disposal provided for in Section 66-50 (2) directly upon the individual, firm, business, partnership, proprietorship or corporation engaged in the business of trimming or removing trees.

Sec. 66-51. – Landscaping, yard maintenance, and nursery operations.

All individuals, firms, businesses, partnerships, proprietorships or corporations engaged in the business of yard maintenance, landscaping, or nursery operation who shall contract with the property owner, the owner's agent or occupant to perform services on the property shall remove from the property the byproducts of the services performed which is in excess of the provisions of Section 66-49. Yard maintenance, landscaping and nursery operation does not include the felling of trees, trimming of trees, or the removal of fallen trees. The felling and trimming of trees and the removal of fallen trees is governed by Section 66-50.

Sec. 66-52. – Reserved

Sec. 66-53. – Leaves.

Leaves shall be neatly piled free of other debris and placed adjacent to the public street or alley used for road purposes which is nearest the property from which removed.

Sec. 66-54. – Household furniture and appliances.

Upon request, the city shall collect normal and in tact household furniture and appliances, including sofas, chairs, beds, refrigerators, washers, dryers, hot water heaters and similar items, but not including furnaces, from single-family and duplex (two-family) residential structures only. Persons requesting this service shall notify the office of the director or his/her designee to arrange for collection prior to placement near the road. The city shall have the right to set and collect a fee for this service.

Sec. 66-55. – Prohibited activities.

The following activities are hereby declared to be unlawful and in violation of this chapter:

- 1) *Public streets and private property.* No person shall place any accumulations of refuse, trash or other waste in any street, median strip, alley or other public place of travel, nor upon any private property, except with the written consent thereof and then only in accordance with the provisions of this article.
- 2) *Blockage of drainage.* At no time shall trash be placed in a manner as to obstruct drains, utility meters, walkways or streets. It shall be unlawful to use brooms, rakes, blowers or other sweeping, raking or debris removal tools or equipment so as to sweep, rake, blow or otherwise sediment or debris of any kind in or on city streets, walkways, drains, pipes or gutters. It shall be unlawful to place, accumulate or otherwise deposit

- any type of the aforementioned debris or material into a city drain, pipe, gutter or other draining conduit or receptacle.
- 3) *Impairment of sight distance.* At no time shall trash be placed in a manner as to obstruct or impair the sight distance of a driver or operator of a vehicle.
 - 4) *Unauthorized storage.* Any accumulation of refuse or trash items on any lot, property, premises, public streets, alley or other public or private place not permitted by this article, is hereby declared to be a nuisance. Failure of owner or occupant to remove and correct any such accumulation of refuse after appropriate notice from the director shall raise the presumption that such person intended to violate this article.
 - 5) *Junk.* It shall be unlawful for any person to place or leave outside any building or dwelling, except as specified in section 66-24, any dilapidated furniture, appliance, machinery equipment, building material, junked motor vehicle, tires or other items which are either in a partially used, wrecked, junked, dismantled or inoperative condition, and which are not completely enclosed within a building or dwelling.
 - 6) *Sweeping and blowing.* It shall be unlawful to sweep or blow with a blower or other machinery, grass clippings, leaves and other debris onto a city sidewalk, street, or gutter.
 - 7) *Dumping.* It shall be unlawful and in violation of this section to dump, place or leave bricks, blocks, rocks, lumber, asphalt, cement, concrete, concrete products or waste, roofing, sheetrock, leaves, limbs, bushes, trees, roots, dead animals, appliances, equipment, bedding, mattresses, furniture, fixtures, clothing, motors, engines' chemical wastes, industrial or commercial waste or rubbish, scrap metal, fence wire, vehicles or parts thereof, tires, building materials or supplies, and inorganic solid material of any type or kind except as authorized herein.
 - 8) *Fires.* It shall be unlawful and in violation of this chapter to set any fire, to allow a fire to burn, or in any other way attempt to damage or destroy a refuse receptacle or collection containers provided by the city.
 - 9) *Container of another.* It shall be unlawful and in violation of this chapter for any person to dump, place or leave any item at a garbage and/or solid waste collection area or in any collection container unless such person has permission of the owner and/or occupant of the premises on which the area or container is located.
 - 10) *Billboards.*
 - a. It shall be unlawful for owners to fail to maintain billboards in a manner that prevents loose paper, bills and other litter and debris resulting from the use of such signs and billboards. Any such debris, loose papers, bills and other litter shall be removed by the owners or their agents immediately upon accumulation.
 - b. Any such item or items which remain on the property of the occupant for a period of 30 days after notice of violation of this article shall be presumed to be abandoned and subject to being removed from the property by the city without further notice. The city may charge the owner or occupant a fee for the cost of removing such item or items. This section shall not apply to licensed junk dealers or currently licensed establishments engaged in the repair, rebuilding, reconditioning, or salvaging of equipment or furniture.
 - 11) *Scavenging.* No person other than the owner thereof or an agent or employee of the director shall disturb or interfere with any container used for the purpose of storing refuse pending its collection, remove any contents therefrom, or remove such container from its collection.
 - 12) *Blocked Dumpster.* It shall be unlawful and in violation of this chapter for any person to block or impair access to a dumpster or commercial collection container.

Sec. 66-56. – Abandonment.

Any such item or items which remain on the property of the occupant for a period of 30 days after notice of violation of this article shall be presumed to be abandoned and subject to being removed from the property by the city without further notice. The city may charge the owner or occupant of the premises; any unpaid charge for removal may be collected by the city clerk in the same manner as delinquent taxes. This section shall not apply to licensed junk dealers or currently licensed establishments engaged in the repair, rebuilding, reconditioning, or salvaging of equipment or furniture.

Sec. 66-57--- 66-70. – Reserved.

Article IV. – COMMERCIAL ESTABLISHMENTS

Sec. 66-71. – Generally.

All commercial establishments shall store their refuse in containers, as specified in this article, so as to eliminate wind-driven debris and unsightly litter in and about their establishments. Approved methods of containerization shall include refuse receptacles, bulk containers and detachable containers. Any spillage or overflow shall be immediately cleaned up by such establishment.

Sec. 66-72. – Loading and unloading areas.

All loading and unloading areas shall be provided with refuse receptacles for loose debris, paper, packaging materials and other trash. The owner or occupant of the commercial establishment shall place a sufficient number of containers in such area to maintain a clean, neat and sanitary condition at all times. The number of such containers to be placed in service for a particular establishment shall be set by the director or his/her designated representative. The number of such containers to be placed in service for a particular occupant of the premise shall insure that all litter is placed in the proper container and the area is kept clean. If the occupant violates this section, collection service may be suspended by the director until such time as the owner or occupant of the premises brings such premises into full compliance with the provisions of this chapter.

Sec. 66-73. – Construction sites and demolition sites.

All construction and demolition contractors shall provide on-site refuse receptacles, bulk containers, or detachable containers for loose debris, paper, building material waste, scrap building materials and other trash (no hazardous waste shall be deposited in the containers) produced by those working at the construction site. The site shall be kept in a litter-free condition. The number of refuse receptacles, bulk containers, or detachable containers (not to exceed four (4) total per site) shall be determined by the size of the job. Receptacles and containers must be promptly collected when maximum capacity has been reached. All construction receptacles and containers must be promptly removed upon completion of construction. Dirt, mud, construction materials or other debris deposited upon any public or private property belonging to a person other than the owner of the construction site shall be promptly removed by the designated collection contractor.

Sec. 66-74--- 66-90. – Reserved.

Article V. – COLLECTION PRACTICES

Sec. 66-91. – Residential garbage collection.

- (a) Garbage and solid waste at residences within the city shall be collected only by departments and employees of the city, or pursuant to a contract or franchise issued by the city. Removal by persons for hire or compensation is prohibited.
- (b) Collections from residential premises with a refuse receptacle shall be made once weekly, with the exception of holidays or in times when such collection is impossible, such as in the event of natural disasters.
- (c) (1) Resident(s) shall place garbage for curbside pickup in carts provided by the city. On the evening before each day assigned by the city sanitation superintendent for collection in the resident's area, the cart will be placed at a curbside point designated by city sanitation officials no earlier than 6:00 p.m. for pick up the next day. The cart will be removed from the curbside point by the resident no later than 8:00 a.m. on the day after the assigned collection date. Failure to remove a cart by 8:00 a.m. on the day after the assigned collection date shall result in a fine of \$10.00 per day until the cart is removed. At other times, carts will be stored by the resident(s) where possible in locations not visible from the street or road on which the garbage is collected.
(2) The city shall initially provide and bear the cost of the first cart for each single-family and two-family residence. In the event the cart is insufficient to contain the garbage for a residence, the resident shall bear the cost of placement of an additional cart at the residence. In the event a cart is lost, stolen or abused, the resident shall bear the cost of placement of another cart at the residence.
(3) In the event the cart is not used for a period of three weeks, then the cart shall be removed from the residence. The resident shall bear the cost of placement of another cart at the residence.
(4) Persons having physical handicaps which prevent them from placing carts at curbsides shall be exempted from the requirement to place the cart at the curbside. Such persons shall provide to the city a written statement from a physician which validates the existence of such a handicap and shall include their physical address. The other requirements for collection and disposal of garbage contained within this Code will nonetheless apply to persons exempted under this subsection.
- (d) Persons required to maintain refuse receptacles and collection containers under this chapter shall maintain the containers in a sanitary condition, tightly covered at all times other than filling, emptying and cleaning, and free from odor. Refuse receptacles shall be filled in such a manner as to allow pickup by one person. Refuse receptacles and collection containers shall be further maintained so as to prevent the overflow and scattering of trash, garbage, refuse, other solid waste, or water/rainwater.
- (e) All apartment buildings or structures containing in excess of six dwelling units per parcel are required to use hoist type dumpsters or containers that are compatible for loading by mechanical means by garbage and solid waste collection vehicles maintained by the city for the accumulation of garbage by such building or structure residents. Dumpsters shall be required to be placed on a concrete pad constructed in accordance with the city engineer's specifications. For buildings or structures containing more than one but not more than six dwelling units per parcel, each occupied dwelling unit, household or apartment shall provide, at the customer's expense, at least one container and shall provide additional containers as required by the director or his/her representative. The

director or his/her representative shall approve the placement, total quantity, and sufficiency of collection containers necessary to adequately serve the establishment. Service to such establishments will be provided by a schedule which is maintained and provided by the sanitation superintendent.

Sec. 66-92. – Commercial establishments.

- (a) Garbage and solid waste at commercial establishments within the city shall be collected only by departments and employees of the city, or pursuant to a contract or franchise issued by the city. Removal by persons for hire or compensation is prohibited.
- (b) Collection frequency for businesses and commercial enterprises with collection containers shall be established by the user upon application of service. Collection frequency may be amended upon request by the user or as deemed necessary by the director or his/her designated representative to prevent spillage or overflow. In such cases where it is determined by the city that amendments to the collection frequency is necessary the user shall be notified in writing regarding such changes.
- (c) The director or his/her representative shall approve the placement, total quantity, and sufficiency of collection containers necessary to adequately serve the establishment. Sufficiency shall be determined at the discretion of the director or his/her representative.
- (d) All commercial buildings or structures containing in excess of four business units per parcel are required to use hoist type dumpsters or containers that are compatible for loading by mechanical means by garbage and solid waste collection vehicles maintained by the city for the accumulation of garbage by such building or structure tenants. Dumpsters shall be required to be placed on a concrete pad constructed in accordance with the city engineer's specifications. For commercial buildings or structures containing more than one but not more than four units, each unit shall provide, at the customer's expense, at least one container and shall provide additional containers as required by the director or his/her representative. The director or his/her representative shall approve the placement, total quantity, and sufficiency of refuse receptacles or collection containers necessary to adequately serve the establishment.
- (e) Persons required to maintain refuse receptacles and collection containers under this chapter shall maintain the containers in a sanitary condition, tightly covered at all times other than filling, emptying and cleaning, and free from odor. Refuse receptacles shall be filled in such a manner as to allow pickup by one person. Refuse receptacles and collection containers shall be further maintained so as to prevent the overflow and scattering of trash, garbage, refuse, other solid waste, or water/rainwater.
- (f) Service to commercial establishments will be provided by a schedule which is provided by the sanitation superintendent.

Sec. 66-93. – Industrial waste.

Industrial waste shall be collected, removed and disposed of by any factory, plant or enterprise creating or causing such waste.

Sec. 66-94. – Hazardous waste.

No hazardous waste shall be placed in any receptacle used for collection of refuse by the city. All hazardous waste shall be collected, removed, and disposed of by the person or entity creating or causing such waste.

Sec. 66-95. – Dead animals.

Small dead animals will be collected by the city during operating hours of the city/county transfer station, provided the body is appropriately wrapped and isolated in an area readily accessible to the collector. Owners of large dead animals shall be responsible for their removal and disposal.

Sec. 66-96. – Building materials.

The city shall not be responsible for the collecting preliminary to, during or subsequent to the construction of a new building, alteration or additions to an existing building or of any kind of construction of any and all refuse, trash, debris resulting therefrom as well as from demolition of existing structures. Such material shall be removed by the owner of the property or by the contractor.

Sec. 66-97 --- 66-110. – Reserved.

Article VI. – SPECIAL SOLID WASTE DISPOSAL

Sec. 66-111. – Contagious disease solid waste.

The removal of clothing, bedding or other solid waste from some or other places where highly infectious diseases have prevailed shall be decontaminated prior to removal under the supervision and direction of the county health department. Such solid waste shall not be placed in receptacles or bulk container for the city collection until decontaminated.

Sec. 66-112. – Hypodermic instruments.

No person shall dispose of or discard any hypodermic needle or any instrument or device for making hypodermic injections before first breaking, disassembling, destroying or otherwise rendering inoperable and incapable of re-use, such hypodermic syringe, needle, instrument or device, and without safeguarding the disposal thereof, by securely placing in plastic container with a sealed lid so as to avoid the possibility of causing injury to the collection personnel or general public.

Sec. 66-113. – Cardboard boxes, cartons and tires.

All cardboard boxes, cartons and tires are to be disposed of at designated recycling centers. The person disposing of any such boxes or cartons shall collapse all cardboard boxes and cartons.

Sec. 66-114--- 66-130. – Reserved.

Article VII. – DISPOSAL SITES

Sec. 66-131. – Use authorized; regulations.

All domestic and other acceptable refuse shall be delivered and deposited at authorized public disposal sites in accordance with the directions and orders of the director or his representative in charge of operations, except, however, privately operated sites may be used for the sanitary disposal of industrial wastes or other specified waste upon the approval of the director and upon the issuance of appropriated disposal permits, as required by the regulations of the Georgia Department of Natural Resources, and/or the Federal Environmental Protection Agency. The director or his representative shall be authorized to promulgate appropriate regulations requiring disposal site users to classify and separate deposits.

Sec. 66-132. – Designation of sites.

- (a) Public sites approved for the disposal of refuse shall be identified by appropriate directional signs posted near the roadside and at the location of the city/county sanitary landfill or transfer/hauling station.
- (b) Such sites shall be maintained in use until permanently closed, at which time additional authorized sites shall be opened and publicized by posting and through public advertisement.
- (c) The mayor and city council may restrict certain sites or portions thereof to a specific type or types of refuse.
- (d) Commercial collectors, including yard maintenance men, may use the public designated sites.
- (e) Residents of the city, other than commercial collectors, may use public sites, in accordance with the regulations for the particular site the instruction of the site attendant.

Sec. 66-133. – Operating schedule.

Authorized public disposal sites shall be operated on a schedule as established by the landfill superintendent during the hours designated, acceptable refuse generated in the city shall be received for disposal from any resident of the city.

Sec. 66-134. – When use authorized; ownership of waste.

No person shall enter a disposal site except when an attendant is present and during the hours and days prescribed in this article. Only residents of or businesses with locations in the city or Bulloch County shall be allowed to use or dispose of waste at the disposal sites, and only waste generated within the city or county will be accepted.

Sec. 66-135. – Classification of waste for disposal.

- (a) Domestic refuse. The following types of waste shall be classed as “domestic refuse” and shall be accepted for disposal:
 - (1) Household garbage.
 - (2) Business/office waste.
 - (3) Yard trash.
- (b) Industrial waste.
 - (1) The following types of wastes shall be classed as “industrial waste” and shall not be accepted for disposal.
 - a. Industrial waste.
 - b. Hazardous waste.

- (2) Industrial waste may be disposed at the city/county landfill or transfer/hauling station according to regulations. For information of these regulations you may call the landfill operator at 764-5279.
- (c) Building materials may be accepted for disposal upon such terms and conditions as may be determined by the city and county.
 - (d) Materials for recycling shall be separated for storage at each disposal site.

Sec. 66-136. – Permit required for private sites.

It shall be unlawful for any person to deposit or permit to be deposited on land under his ownership and control any refuse without first having obtained a disposal area permit as required by any regulation of the Georgia Department of Natural Resources, the Federal Environmental Protection Agency and the city.

Sec. 66-137. – General maintenance.

It shall be the duty and responsibility of the owner of any private disposal site to keep the site in an orderly condition and maintained so as not to be a public nuisance or menace to public health.

Sec. 66-138. – Right to enter to inspect.

The landfill superintendent or his designee shall have the right to enter a private disposal site at any time during normal business hours for the purpose of inspecting the site to determine whether or not the site is in compliance with this article and all other pertinent laws and regulations of the city.

Sec. 66-139. – Disposal locations.

- (a) No person shall dispose of garbage, trash, or other acceptable solid waste at any location within the limits of the city except in authorized containers for collection by city departments or its contractual assigns in the city/county landfill or transfer/hauling station. Only residents of or businesses with locations in the city or Bulloch County shall be allowed to use or dispose of waste at the disposal sites, and only waste generated within the city or county will be accepted.
- (b) It shall be unlawful for any person to throw or cast any garbage or solid waste, rubbish, trash, filth or litter of any nature into the streets, sidewalks, lanes, squares or thoroughfares of the city.
- (c) It shall be unlawful for any person to throw, sweep, cast or otherwise put or place any straw, paper, can, bottles, broken glass, decaying vegetables or fruit or other decaying vegetation, rubbish, garbage or solid waste on any vacant lot within the limits of the city.
- (d) It shall be unlawful for any person owning or occupying any lot, tract or parcel of land or premises within the city to permit the growth thereon of weeds or noxious vegetation to such extent that such vegetation constitutes a public health, safety or welfare concern.

Sec. 66-140. – Fees.

For the purposes of this chapter, the principal occupant or head of household in physical possession of a residence through ownership or lease shall be responsible for payment of the fee. If an account of service exists with the city, the fee shall be added to and denominated

separately on monthly account statements.

Sec. 66-141. – Fire hazards prohibited.

- (a) It shall be unlawful to place ashes within any building in any box, barrel or other wooden vessel or upon any wooden vessel or floor.
- (b) It shall be unlawful to keep, maintain or permit to be kept on any premises within the city oily waste or oily rags unless, at all times when not actually in use, such oily waste and rags are kept in a metal can or container with a self-closing cover and riveted joints, standing on metal legs which raise the bottom of the container at least four inches above the floor.
- (c) All owners or occupants of buildings are required to permit the chief or commander of the fire department or his designated agent to inspect or to have inspected their building or premises to determine compliance with subsections (a) and (b) of this section.

Sec. 66-142. – Transportation of trash, garbage or refuse.

- (a) All persons hauling or transporting trash, garbage, refuse or other debris to the city landfill or hauling station shall transport same in such a way as to prevent trash, leaves, limbs, paper, garbage, refuse or other debris from falling from a vehicle transporting the same or from blowing off of the vehicle so as to fall in the public streets of the city or in the ditches or yards adjacent to such streets. Vehicles transporting such materials shall have suitable covers, such as a tarp, securely fastened to the vehicle.
- (b) Such material being transported to the city landfill or hauling site shall be packed in the vehicle transporting it so that it will not fall off or blow out and shall have suitable covers securely fastened to the vehicle so as to prevent littering of the streets and yards of the city. It shall be unlawful and in violation of this chapter for such material to fall off or blow out of any vehicle during transportation.
- (c) This section shall not apply to the transportation of poultry, livestock, silage or other feed grain used in the feeding of poultry or livestock.

Section 2. Should any section, subsection, or provision of this ordinance be ruled invalid by a court of competent jurisdiction, then all other sections, subsections, and provisions of this ordinance shall remain in full force and effect.

Section 3. This Ordinance shall be and remain in full force and effect from and after its adoption on two separate readings.

First Reading: June 19, 2012

Second Reading: July 3, 2012

THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Attest: Sue Starling, City Clerk

RESOLUTION 2012-14: A RESOLUTION TO ADOPT THE SECOND AMENDMENT TO THE FISCAL YEAR 2012 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING APPROPRIATED

THAT WHEREAS, sound governmental operations require a Budget in order to plan the financing of services for the residents of the City of Statesboro; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced Budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and City Council have reviewed a proposed Second Amendment to the Budget from the City Manager that includes some revenues/financing sources and expenditures/expenses not anticipated in the original Budget, and carries forward funding and appropriations for some projects and equipment budgeted in the previous fiscal year, but not purchased by fiscal year-end; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses and any transfers; and

WHEREAS, the Mayor and City Council wish to adopt this Second Budget Amendment for Fiscal Year 2012;

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

Section 1. That the proposed changes to the budget, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the Second Budget Amendment for the City's Fiscal Year 2012 Budget.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget amendment for each fund in the amounts shown anticipated are hereby adopted; and that the several amounts shown in the budget amendment for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments and agencies named in each fund, as amendments to the existing Budget previously adopted.

Section 3. That the "legal level of control" as defined in OCGA 36-81-2 is set at the departmental level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount

appropriated for a department without a further budget amendment approved by the Mayor and City Council.

Section 4. That all appropriations shall lapse at the end of the fiscal year.

Section 5. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 19th day of June, 2012.

CITY OF STATESBORO, GEORGIA

By: Joe R. Brannen, Mayor

Attest: Sue Starling, City Clerk

ATTACHMENT #1

FY 2012 SECOND BUDGET AMENDMENT

100 General Fund:

- Governing Body
 - Increase Expenditures for Settlement by \$12,000.
- City Manger
 - Decrease Expenditures for Salaires by \$20,000
- City Clerk's Office
 - Increase Expenditures for Salaries by \$9,000.
- Elections
 - Decrease Expenditures for Temporary Salaries by \$770.
 - Decrease Expenditures for Computer Programming by \$327.
 - Decrease Expenditures for Telephone \$168.
 - Decrease Expenditures for Advertising by \$576.
 - Decrease Expenditures for Supplies by \$200.
 - Decrease Expenditures for Supplies by \$437.
- Finance
 - Increase Expenditures for Rentals by \$3,000.
 - Increase Expenditures for Insurance Other than Benefits by \$2,500.
 - Increase Expenditures for Electricity by \$12,000.
 - Increase Expenditures for Bad Debts by \$6,000.
 - Increase Expenditures for Bank Card Charges by \$4,000.
 - Increase Expenditures for Bank Charges by \$2,800
- Legal Division
 - Decrease Expenditures for Salaries by \$12,000.
 - Decrease Expenditures for Legal Fees by \$5,000.
- Information Technology
 - Decrease Software Support by \$5,000.
- Human Resources Division
 - Decrease Expenditures for Salaries by \$6,000.
- Engineering
 - Decrease Expenditures for Insurance Other than Benefits by \$3,700.
- Animal Control
 - Increase Expenditures for Payment to Bulloch County by \$4,314.
- Parks
 - Decrease Expenditures for Regular Employees by \$1436.

Net effect on Fund is: None.

210 Confiscated Assets Fund:

- No Changes.

Net effect on Fund is: None.

221 CDBG Fund:

- No Changes.

Net effect on Fund is: None.

224 US Department of Justice Grant

- No Changes.

Net effect on Fund is: None.

250 Multiple Grants Fund:

- Increase Revenues for GEMA Homeland Security by \$17,728.
- Increase Expenditures for GEMA Homeland Security by \$17,728.
- **Net effect on Fund is: None.**

270 Statesboro Fire Service Fund:

- No Changes.

Net effect on Fund is: None.

275 Hotel/Motel Fund:

- No Changes.

Net effect on Fund is: None.

286 Technology Fee Fund:

- Increase Expenditures for Fire Cell Phone Service by \$240.
- **Net effect on Fund is: Decrease in Fund Balance by \$240.**

322 2007 SPLOST Fund:

- No Changes.

Net effect on Fund is: None.

350 Capital Improvements Program Fund:

- No Changes.

Net effect on Fund is: None.

505 Water and Sewer Fund:

- No Changes.

Net effect on Fund is: None.

506 Reclaimed Water System Fund

- No Changes.

Net effect on Fund is: None.

515 Natural Gas Fund:

- No Changes.

Net effect on Fund is: None.

541 Solid Waste Collection Fund:

Commercial Division

- Increase Expenses for Salaries by \$2,000.
- Increase Expenses for Overtime by \$5,000.
- Increase Expenses for Insurance Other than Benefits by \$9,000.
- Increase Expenses for Solid Waste Disposal Fees by \$30,000.

Residential Division

- Decrease Expenses for Salaries by \$50,000.
- Decrease Expenses for Overtime by \$5,000.
- Decrease Expenses for Insurance other than Benefits by \$5,000.
- Decrease Expenses for Repairs and Maintenance Labor by \$5,000.

Yardwaste Division

- Increase Expenses for Salaries by \$19,000.

Net effect on Fund is: None.

542 Solid Waste Disposal Fund:

- No Changes.

Net effect on Fund is: None.

601 Health Insurance Fund:

- No Changes.

Net effect on Fund is: None.

602 Fleet Management Fund:

- No Changes.

Net effect on Fund is: None.

603 Workers Compensation Fund:

- No Changes.

Net effect on Fund is: None.