



January 2nd, 2019 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilman Phil Boyum
3. Recognitions/Public Presentations
 - A) Presentation of Run The `Boro 5K / Holiday Celebration Proceeds to the Statesboro YMCA
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 12-04-2018 Council Minutes
 - B) Consideration of a Motion to approve **Resolution 2019-01**: A Resolution to Fix and Publish Qualifying Fees for the City of Statesboro November 5, 2019 General Election.
6. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 18-11-01**: Habitat for Humanity of Bulloch County requests a variance from Article IV, Section 403(A) to reduce the minimum lot size requirements for property to be considered for the R-20 (Single Family Residential) zoning district in order to develop a single family residence on 0.33 acres located at 7 Jef Road (Tax Parcel S24 000004 000).
7. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 18-11-02**: Milen Nikolov requests a variance from Article XV, Section 1509, Table 6 to increase the maximum height allowed for wall signage in the Commercial Business District in order to place signage on the currently operating Farmer's Insurance storefront located at 45 East Main Street (Tax Parcel S28 000034 000).
8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 18-11-03**: Annlyn Williams requests a conditional use variance from Article IV of the Statesboro Zoning Ordinance for 0.81 acres of property located at 208 Aldred Hills Road to utilize the property as a community living arrangement facility (Tax Parcel S14 000063 000).
9. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 18-11-04**: El Larry Dixon IV requests a variance from Article X, Section 1003(A) to reduce the minimum lot size requirements for property to be considered for the CR (Commercial Retail) zoning district in order to renovate an existing commercial building into a fresh seafood market and light convenience store on 0.16 acres of property located at 323 Johnson Street (Tax Parcel S11 000011 000).

10. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 18-11-05**; El Larry Dixon IV requests a zoning map amendment of 0.16 acres located at 323 Johnson Street from R-8 (Single Family Residential) to the CR (Commercial Retail) zoning district in order to renovate an existing commercial building into a fresh seafood market and light convenience store (Tax Parcel S11 000011 000).
11. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 18-11-06**; El Larry Dixon IV requests a variance from Article XXIII, Section 2301 regarding the required left side yard landscape buffer between non-residential uses abutting a residentially zoned area and multi-family residences adjacent to single-family or two-family residences for 0.16 acres located at 323 Johnson Street (Tax Parcel S11 000011 000).
12. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 18-11-07**; El Larry Dixon IV requests a variance from Article XXIII, Section 2301 regarding the required right side yard landscape buffer between non-residential uses abutting a residentially zoned area and multi-family residences adjacent to single-family or two-family residences for 0.16 acres located at 323 Johnson Street (Tax Parcel S11 000011 000).
13. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 18-11-08**; El Larry Dixon IV requests a variance from Article XXIII, Section 2301 regarding the required right side yard landscape buffer between non-residential uses abutting a residentially zoned area and multi-family residences adjacent to single-family or two-family residences for 0.16 acres located at 323 Johnson Street (Tax Parcel S11 000011 000).
14. Consideration of a Motion to approve **Resolution 2019-02**: A Resolution to appoint Russell Rosengart to the Statesboro Planning Commission for a four year term.
15. Consideration of a Motion to approve **Resolution 2019-03**: A Resolution to appoint Sean Fox to the Statesboro Planning Commission for a four year term.
16. Consideration of a Motion to Approve Award of Contract to Parker Engineering for Professional Services for Installation of Sidewalk along West Jones Avenue. Funding is provided by TSPLOST funds.
17. Consideration of a Motion to Approve Award of Contract to Parker Engineering for Professional Services for Installation of Sidewalk along Gentilly Road. Funding is provided by TSPLOST funds.
18. Consideration of a Motion to Approve Award of Contract to Parker Engineering for Professional Services for Installation of Sidewalk along Herty Drive and South Edgewood Drive and Installation of a Pedestrian Bridge along the trail in Edgewood Park. Funding is provided by TSPLOST funds.

19. Consideration of a Motion to Approve Award of Contract to Maxwell-Reddick and Associates for Professional Services for Installation of Sidewalk and Roadway Improvements along East Main Street and Packinghouse Road. Funding is provided by TSPLOST funds.
20. Consideration of a Motion to Approve Award of Contract to Maxwell-Reddick and Associates for Professional Services for Roadway and Intersection Improvements along Stillwell Street. Funding is provided by TSPLOST funds.
21. Consideration of a Motion to approve a contract between the City of Statesboro and Joe Tanner and Associates.
22. Other Business from City Council
23. City Managers Comments
24. Public Comments (General)
25. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)
26. Consideration of a Motion to Adjourn



CITY OF STATESBORO
COUNCIL MINUTES
December 4th, 2018

A regular meeting of the Statesboro City Council was held on December 4th 2018 at 9:00p.m. in the Council Chambers at City Hall. Present were Mayor Jonathan McCollar, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn, John Riggs and Derek Duke. Also present were City Manager Randy Wetmore, City Clerk Sue Starling and City Attorney Cain Smith.

The Meeting was called to Order by Mayor Jonathan McCollar.

The Invocation and Pledge of Allegiance was led by Councilman Derek Duke

Public Comments (Agenda Item):

- a) Raymond Scott to speak on agenda item #6(Ordinance 2018-14)

Raymond Scott, representing the Bulloch Alcohol and Drug Council, presented suggestions or guide lines for the marijuana possession ordinance.

Joshua Littrell, representing Veterans, Dr. Chad Poswick and City of Statesboro Police Chief Mike Broadhead spoke in favor of Ordinance 2018-14.

Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes
 - a) 11-20-2018 Council Minutes
 - b) 11-20-2018 Executive Session Minutes

Councilman Duke made a motion, seconded by Councilman Riggs to approve the consent agenda in its entirety. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Second Reading and Consideration of a Motion to Approve Ordinance 2018-13: An Ordinance amending Chapter 6 (Alcoholic Beverages) to allow the Sunday sale of alcohol to begin at 11:00 am.

Councilman Yawn made a motion, seconded by Councilman Jones to approve **Ordinance 2018-13**: An Ordinance amending Chapter 6 (Alcoholic Beverages) to allow the Sunday sale of alcohol to begin at 11:00 am. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Second Reading and Consideration of a Motion to Approve Ordinance 2018-14: An Ordinance to amend Chapter 58, Offenses and Miscellaneous provisions, of the Code of the City of Statesboro, Georgia to provide penalties for possession of marijuana; to repeal all ordinances in conflict herewith; and for other purposes

Councilman Jones made a motion, seconded by Councilman Yawn to approve Ordinance 2018-14: An Ordinance to amend Chapter 58, Offenses and Miscellaneous provisions, of the Code of the City of Statesboro, Georgia to provide penalties for possession of marijuana; to repeal all ordinances in conflict herewith; and for other purposes. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Second Reading and Consideration of a Motion to Approve Ordinance 2018-15: An Ordinance of Chapter 2 (Administration) new subsection regarding presentation of Council meeting agenda items to revise Statesboro Code of Ordinances.

Councilman Boyum made a motion, seconded by Councilman Yawn to approve Ordinance 2018-15: An Ordinance of Chapter 2 (Administration) new subsection regarding presentation of Council meeting agenda items to revise Statesboro Code of Ordinances. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Public Hearing and Consideration of a Motion to approve an application for an alcohol license Sec. 6-5.

A) Five Points Store #2 (Convenient Store)

**Lindsay Martin
2855 Northside Dr. West**

Councilman Boyum made a motion, seconded by Councilman Riggs to open the public hearing. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

No one spoke for or against the request.

Councilman Yawn made a motion, seconded by Councilman Duke to close the public hearing. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Councilman Boyum made a motion, seconded by Councilman Yawn to approve the alcohol application for the Five Points Store #2. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to Approve Resolution 2018-32: A Resolution Authorizing the opening of a separate bank account for the 2018 TSPLOST bank account.

Councilman Riggs made a motion, seconded by Councilman Boyum to approve Resolution 2018-32: A Resolution Authorizing the opening of a separate bank account for the 2018 TSPLOST bank account. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to Approve Resolution 2018-33: A Resolution to adopt the first amendment to the Fiscal Year 2019 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.

Councilman Riggs, made a motion, seconded by Councilman Jones to **approve Resolution 2018-33**: A Resolution to adopt the first amendment to the Fiscal Year 2019 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. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to Approve Resolution 2018-34: A Resolution to adopt the second amendment to the six-year capital improvements program for the Fiscal Year 2018-2019 through 2023-2024 for the City of Statesboro, Georgia.

Councilman Yawn made a motion, seconded by Councilman Boyum to approve Resolution 2018-34: A Resolution to adopt the second amendment to the six-year capital improvements program for the Fiscal Year 2018-2019 through 2023-2024 for the City of Statesboro, Georgia. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to Approve Resolution 2018-35: A Resolution to adopt the First amendment to the City of Statesboro schedule of fees, rates, and fines for Fiscal Year 2019.

Councilman Boyum made a motion, seconded by Councilman Duke to approve **Resolution 2018-35**: A Resolution to adopt the First amendment to the City of Statesboro schedule of fees, rates, and fines for Fiscal Year 2019. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a Motion to award a contract to Patrol PC for the purchase of Rhinotab rugged mobile laptops and related equipment to be placed in patrol vehicles in the amount of \$52,236.00. If approved, this purchase will be funded under CIP# PD-1 from the allocated funds provided by the recent 1 mill increase.

Councilman Yawn made a motion, seconded by Councilman Boyum to award a contract to Patrol PC for the purchase of Rhinotab rugged mobile laptops and related equipment to be placed in patrol vehicles in the amount of \$52,236.00. If approved, this purchase will be funded under CIP# PD-1 from the allocated funds provided by the recent 1 mill increase. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Consideration of a motion to approve vacation buy back for employees exceeding the maximum allowable accumulation.

Councilman Yawn made a motion, seconded by Councilman Boyum to approve vacation buy back for employees exceeding the maximum allowable accumulation. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Other Business from City Council

Councilman Riggs stated the “Lime Bikes” were becoming an issue. City Manager Rady Wetmore stated the GMA was working with the City on a solution.

City Managers Comments:

Director of Planning and Zoning Frank Neal stated that David McClendon’s term as a member of the Planning Commission will expire at the end of December..

He also stated that KSVB will have the “Bring One for the Chipper” service to dispose of Christmas trees on January 5, 2019 at Andersons General Store.

Public Comments (General)

A) Imani Augusma regarding Ordinance for Food Trucks

Ms. Augusma cancelled her request.

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

At 10:00 am, Councilman Yawn made a motion, seconded by Councilman Riggs to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b). Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

There was a 10 minute break.

At 11:00 am, Councilman Yawn made a motion, seconded by Councilman Riggs to exit Executive Session. Councilman Boyum, Jones, Yawn, Riggs and Duke voted in favor of the motion. The motion carried by a 5-0 vote.

Mayor McCollar stated there was no action taken.

Consideration of a Motion to Adjourn

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

The meeting was adjourned at 11:00 am.

RESOLUTION 2019-01: A RESOLUTION TO FIX AND PUBLISH QUALIFYING FEES FOR THE CITY OF STATESBORO NOVEMBER 5, 2019 GENERAL ELECTION

WHEREAS, a general election will be held in the City of Statesboro on November 5, 2019 for the purpose of electing a District 2 Council Member, and a District 3 Council Member and a District 5 Council Member, all to serve four year terms; and,

WHEREAS, O.C.G.A. 21-2-131 requires the governing body to fix and publish the qualifying fee by February 1st of the election year; and,

WHEREAS, O.C.G.A. 21-2-131 requires the qualifying fee to be set at 3% of the annual salary of the office;

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

Section 2. As required by O.C.G.A. 21-2-131, the qualifying fee for candidates for City Council in District 2, District 3 and District 5 shall be \$227.00.

Section 3. The qualifying fees for the City of Statesboro November 5, 2019 General Election shall be published in the Statesboro Herald on Sunday, January 27, 2019 and Thursday, January 31, 2019.

Adopted this 2nd day of January 2019

CITY OF STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Sue Starling, City Clerk

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5



Jonathan M. McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: December 18, 2018

RE: January 2, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 18-11-01 with conditions.

Background: Habitat for Humanity of Bulloch County requests a variance from Article IV, Section 403(A) to reduce the minimum lot size requirements for property to be considered for the R-20 (Single Family Residential) zoning district in order to develop a single family residence on 0.33 acres located at 7 Jef Road (Tax Parcel S24 000004 000).

Budget Impact: None

Council Person and District: Boyum (District 1)

Attachments: Development Services Report V-18-11-01.



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

*P.O. Box 348
 Statesboro, Georgia 30458*

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

V-18-11-01 ZONING VARIANCE REQUEST 7 Jef Road		
LOCATION:	7 Jef Road	<div style="font-size: small; margin-bottom: 5px;">Case # V-18-11-01 Jef Rd Parcel: S24 000004 000</div> <div style="font-size: x-small; margin-top: 5px;"> The boundaries depicted on this map are approximate and should be used for reference only. </div>
REQUEST:	Variance from Article IV Section 403 (A) regarding the minimum lot area requirements for the R-20 (Single Family Residential) zoning district.	
APPLICANT:	Habitat for Humanity of Bulloch County	
OWNER(S):	Habitat for Humanity of Bulloch County	
ACRES:	0.33 acres	
PARCEL TAX MAP #:	S24 000004 000	
COUNCIL DISTRICT:	District 1 (Boyum)	

PROPOSAL:

The applicant requests a variance from Article IV: Section: 403(A) of the *Statesboro Zoning Ordinance*, which requires a minimum lot area of twenty thousand (20,000) square feet. The applicant is proposing a minimum lot size of 14,790 square feet in order to allow for the construction of a single family dwelling. Per Article IV: Section 403(A), “a lot held in single and separate ownership on the effective date of this ordinance, having an area of less than 20,000 square feet, or a width less than 100 feet, a dwelling may be built thereon when authorized as a variance”. This variance is being requested for the new construction of a Habitat for Humanity single family home (**See Exhibit F – Architectural Renderings & Floor Plan**).

BACKGROUND:

The parcel is an existing platted lot and currently undeveloped land. The land uses in the immediate area are primarily dominated by single family residences. The City’s historical files for properties located along Jef Road include several Ordinance Violations mostly pertaining to the City of Statesboro City Code of Ordinances, Section 38-30 (Weeds & Noxious Vegetation). Additionally, there was an 2012 Ordinance Violation at 21 Jef Road regarding the City of Statesboro Code of Ordinances, Chapter 38 – Environment, Article II-Nuisances, Division I, Section 38-26 Nuisance Defined and Section 38-27 Maintaing a Nuisance.

ATTACHMENTS: **Exhibit A** (Location Map), **Exhibit B** (Future Development Map), **Exhibit C** (Photos of Subject Site), **Exhibit D** (Plat Map), **Exhibit E** (Proposed Architectural Renderings & Floor Plan)

SURROUNDING LAND USES/ZONING:

ZONING:		LAND USE:
NORTH:	R-20 (Single Family Residential)	Single Family Residences.
SOUTH:	R-20 (Single Family Residential)	Single Family Residences.
EAST:	R-20 (Single Family Residential)	Single Family Residences.
WEST	R-20 (Single Family Residential)	Single Family Residences.

The subject property is located within the R-20 (Single Family Residential) district. Surrounding parcels consists of one primary land use, single family residences (See **Exhibit A** –Location Map, **Exhibit B**—Future Development Map & **Exhibit C**—Photos of Subject Site).

COMPREHENSIVE PLAN:

The *City of Statesboro Comprehensive Master Plan’s* Future Development Map includes the subject site in the following character area:

<u>“Established/Existing Traditional Neighborhood”</u>	
<i>Vision</i>	<i>Suggested Development & Implementation Strategies</i>
<p>The traditional residential neighborhoods in the Established area were developed from the late 19th to mid 20th century, and feature connected street grids linked with downtown. Sidewalks should be located on both sides of major streets; lesser streets may have limited facilities. Major corridors in this area may support a mix of residential and commercial uses. As corridors transition from residential to commercial, the original structures should be maintained and renovated whenever possible. Any new structures should respect the existing fabric of the neighborhood, through similar front, side, and rear setbacks.</p>	<ul style="list-style-type: none"> • Infill, redevelopment, and new development should promote lot sizes and setbacks appropriate for each neighborhood. Neighborhood redevelopment should promote a tight grid of small lot single family development which utilizes more efficient lot and block layouts. New structures should respect the existing architectural fabric of the neighborhood. • Foster the establishment of public/private partnerships to redevelop large tracts as appropriate for the character area. • Evaluate the benefits and potential of urban redevelopment plan(s) for declining neighborhoods. Such plans can provide incentives and access to resources to revitalize these neighborhoods. <p><i>Statesboro Comprehensive Master Plan, Community Agenda page 17-19.</i></p>

In addition, the *Statesboro Comprehensive Master Plan and Future Development Map & Narrative* states the following:

“Some neighborhoods within this area are facing decline issues with blight. These neighborhoods may require extra attention to return them to viable neighborhoods. Strengthening the urban core through additional commercial, retail, and office development can benefit the neighborhoods surrounding the urban core by providing residential opportunities within walking or cycling distance to downtown.”

Statesboro Comprehensive Master Plan, Community Agenda page 17

ANALYSIS

I. Variance from Article IV: Section 403(A): Lot Area and Width.

The applicant is requesting a variance from Article IV: Section 403(A), which states a minimum required lot area of 20,000 square feet and a minimum lot width of 100 feet beginning at the front setback line and continuing for the entire depth of the lot to the rear lot line shall be provided for every building hereafter erected, altered or used in whole or in part as a dwelling. The subject site is located in the R-20 (Single Family Residential) zoning district and is regulated by Article IV of the *Statesboro Zoning Ordinance*. The ordinance states that “in the case of a lot held in single and separate ownership on the effective date of this ordinance, having an area of less than 20,000 square feet, or a width less than 100 feet, a dwelling may be built thereon when authorized as a variance” .

The variance in question is regarding the proposed minimum lot size of the subject property, which the applicant has proposed a reduced lot size of approximately 14,790 square feet. The subject site is approximately 5,210 square feet less than the minimum 20,000 square feet required to be considered for the R-20 (Single Family Residential) zoning district. The applicant is requesting the minimum lot size to be reduced to 14,790 square feet to allow for the construction of a single family dwelling. This single family home construction will be a Habitat for Humanity project.

The *Statesboro Zoning Ordinance* provides for the award of variances by the City Council from the zoning regulations stating that “approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done”.

Section 1801 states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:

- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district**
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
- 4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**

In the course of exercising any of the above powers, the zoning board of appeals may attach conditions to its approval.

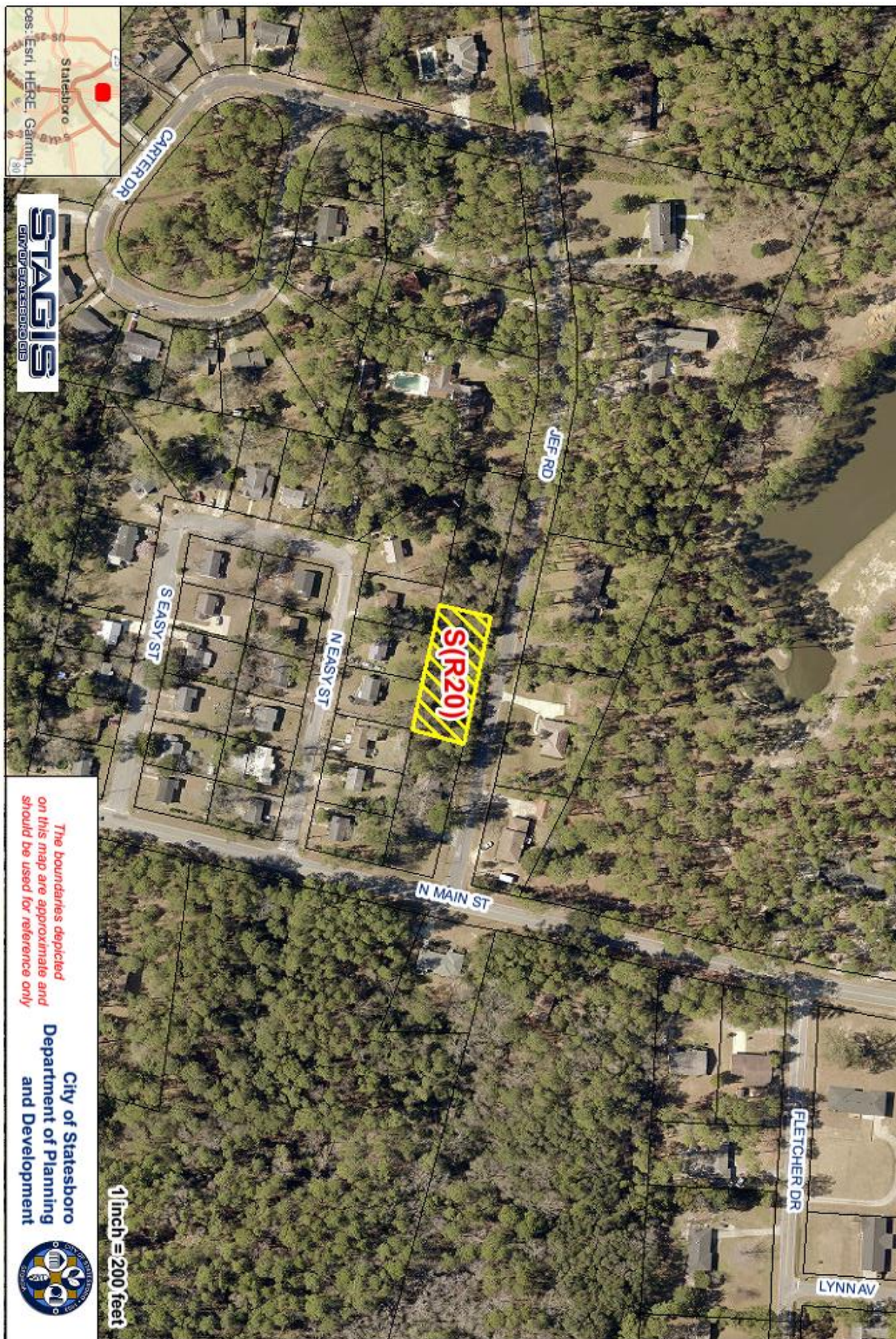
RECOMMENDATION

Staff recommends approval of this variance requested by application V 18-11-01 with staff condition(s).

At the regularly scheduled meeting held Tuesday, December 4, 2018 at 5:00 PM, the Planning Commission voted 5-0 to approve application V 18-11-01 with the following staff condition(s):

- (a) Approval of this variance does not grant site plan approval as submitted. Project will be required to meet all City Ordinances.

EXHIBIT A: LOCATION MAP



STAGIS
GEOGRAPHIC INFORMATION SYSTEMS

The boundaries depicted on this map are approximate and should be used for reference only

City of Statesboro
Department of Planning
and Development



1 inch = 200 feet

Case # V 18-11-01
Jef Rd
Parcel: S24 000004 000



EXHIBIT B: FUTURE DEVELOPMENT MAP

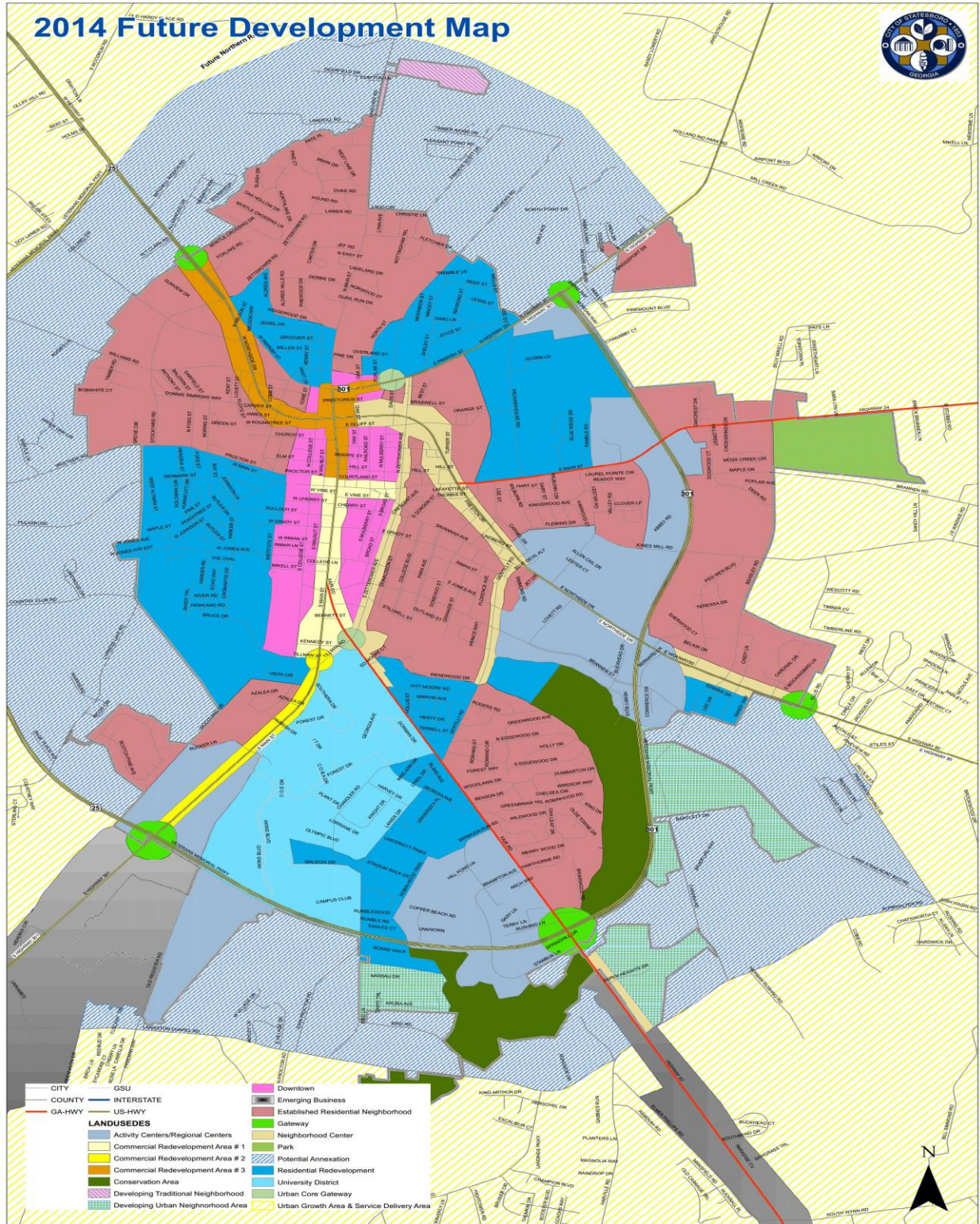


EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS

Picture 1: View of the subject site, looking south from Jef Road.



Picture 2: View of the surrounding properties to the west of the subject site, currently single family residences.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (Continued)

Picture 3: View of the surrounding properties to the north of the subject site, currently single family residences.



Picture 4: View of the surrounding properties to the northeast of the subject site, currently single family residences.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (Continued)

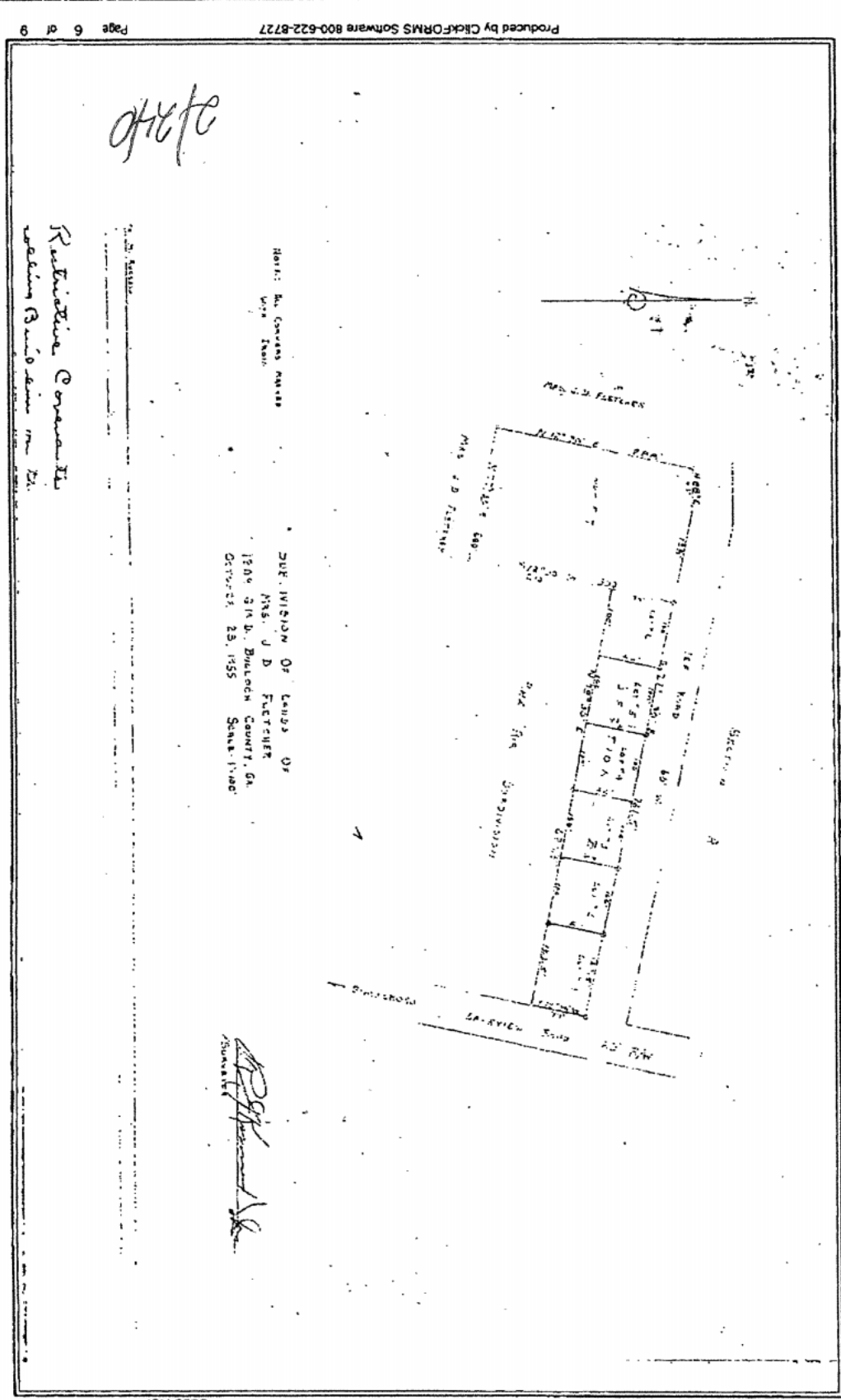
Picture 5: View of the surrounding properties to the east of the subject site, currently single family residences.



Picture 6: View of the surrounding properties looking west along Jef Road, currently single family residential.



EXHIBIT D: Plat Map



Produced by ClickFORMS Software 800-622-8727

Page 6 of 9

Handwritten signature

Map: Mr. Charles...
Map: John...

DIVISION OF LANDS OF
MR. J. D. FORTNER
1306 31st B. BULLOCK COUNTY, GA.
October 29, 1955 Scale: 1"=40'

Handwritten text:
R. D. Fortner
1306 31st B. B. Bulluck County, Ga.

Handwritten signature

File No. hM LND 0412 1
Case No.

Plat Map

Exhibit E – Proposed Architectural Renderings



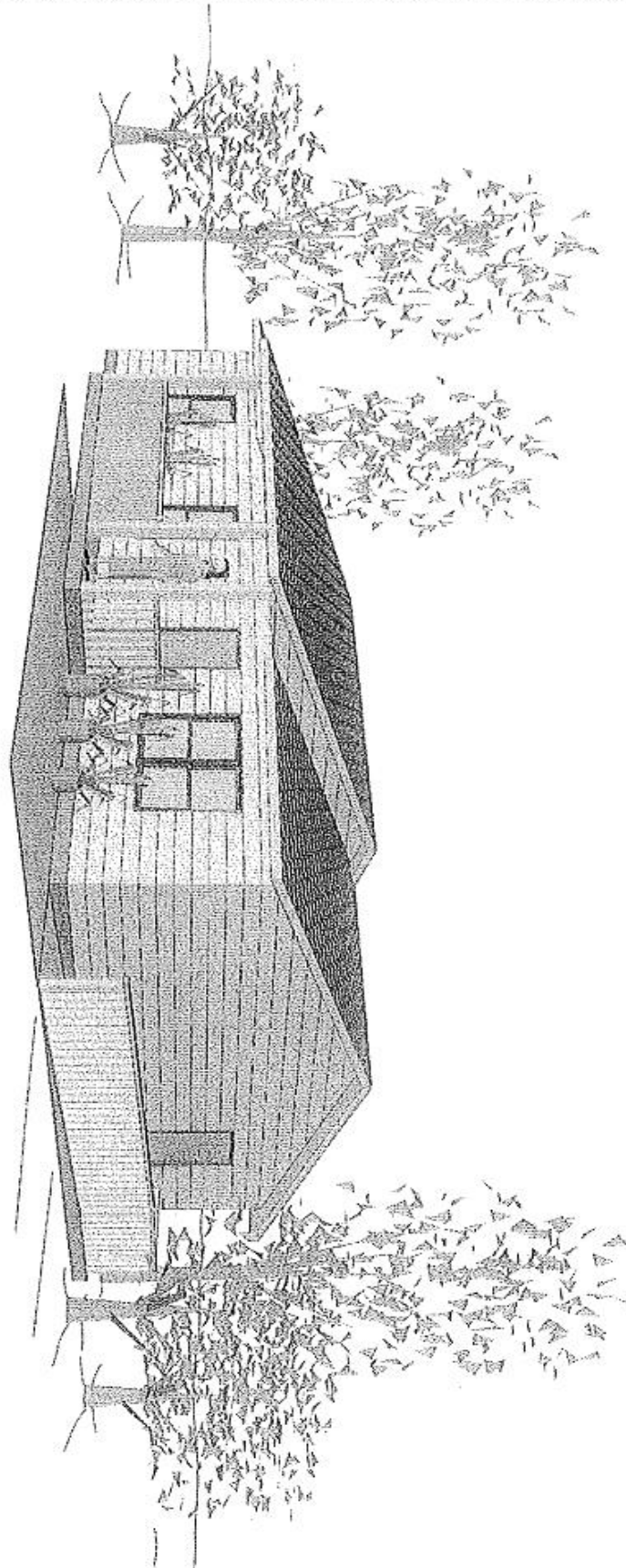
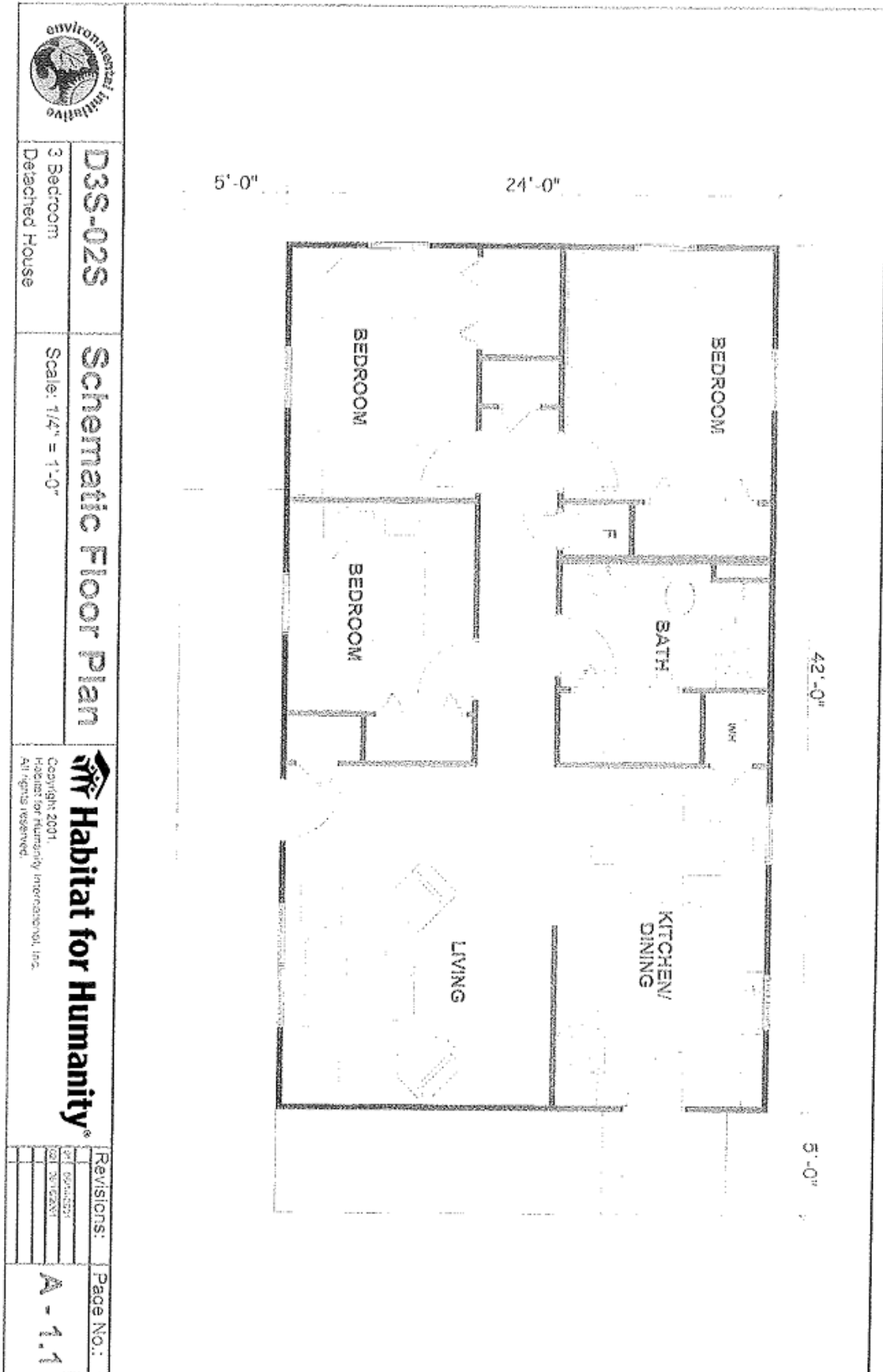
	<p>D3S-02S 3 Bedroom Detached House</p>	<p>Perspective</p>	 <p>Habitat for Humanity® Copyright 2001. Habitat for Humanity International, Inc. All rights reserved.</p>	<p>Revisions:</p> <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>											<p>Page No.: A - 1.0</p>
															

Exhibit E – Proposed Floor Plans



CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5



Jonathan M. McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Justin Williams, City Planner I

Date: December 18, 2018

RE: January 2, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Sign Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 18-11-02.

Background: Milen Nikolov requests a variance from Article XV, Section 1509, Table 6 to increase the maximum height allowed for wall signage in the Commercial Business District in order to place signage on the currently operating Farmer's Insurance storefront located at 45 East Main Street (Tax Parcel S28 000034 000).

Budget Impact: None

Council Person and District: Boyum (District 1)

Attachments: Development Services Report V-18-11-02.



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

*P.O. Box 348
 Statesboro, Georgia 30458*

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

**V- 18-11-02
 VARIANCE REQUEST
 45 EAST MAIN STREET**

LOCATION:	45 East Main Street
REQUEST:	Sign Variance to install 1 wall sign exceeding the height restriction in Article XV, Section 1509. Sign would be placed at 15.833 feet.
APPLICANT:	Milen R. Nikolov
OWNER(S):	Milen R. Nikolov & Elena Vidrascu
ACRES:	0.06
PARCEL TAX MAP #:	S28 000034 000
COUNCIL DISTRICT:	District 1 (Boyum)



PROPOSAL:

The applicant requests a variance to Article XV, Section 1509, Table 6 of the Statesboro Zoning Ordinance. Specifically this application seeks variance from the restriction on the height of wall signs, which are restricted to a height of 12 feet in the Commercial Business District. The applicant is proposing a variance to allow the placement of sign at approximately 15.833 feet.

BACKGROUND:

The property is currently being used as an insurance sales shop. The location was granted an occupational tax certificate on October 8, 2018. Building currently has a standing canopy which covers a glass pane which would not allow attachment of a sign. Sign is prefabricated, based on company standards and will be installed by Action Signs.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	CBD (Commercial Business District)	Business offices, government buildings and loft apartments
SOUTH:	CBD (Commercial Business District)	Business offices, government buildings and loft apartments
EAST:	CBD Commercial Business District)	Business offices and loft apartments
WEST	CBD (Commercial Business District)	Business offices, government buildings and loft apartments

The subject property is located within the CBD (Commercial Business) district. Surrounding parcels include Several businesses, empty shopping spaces, and loft apartments, as well as City Hall. (See **Exhibit A** – Location Map, **Exhibit B**—Future Development Map & **Exhibit C**—Photos of Subject Site).

ATTACHMENTS: Exhibit A (Location Map), **Exhibit B** (Future Development Map), **Exhibit C** (Photos of Subject Site), **Exhibit D** (Plans for Proposed Signage), **Exhibit E** (Table 5 – Statesboro Zoning Ordinance)

COMPREHENSIVE PLAN:

The *City of Statesboro Comprehensive Master Plan's* Future Development Map includes the subject site in the following character area:

<u>“Urban Core/Downtown”</u>	
<i>Vision:</i>	Downtown is the historic core of the city and should remain the activity and cultural hub of the region. In the <i>Urban Core</i> , Traditional development patterns of buildings along the sidewalk and a lively streetscape should be respected and promoted. Historic buildings should be protected from demolition or inappropriate restoration which can degrade the architectural details of the structures. Additional residential opportunities, especially in the form of lofts or other residential over retail, should be promoted. Street-level uses should be reserved for retail, entertainment, or similar high-activity uses.
<i>Suggested Development & Implementation Strategies:</i>	<ul style="list-style-type: none"> • Maintain/enhance integrity of interconnected grid and pedestrian circulation interconnectivity • Create local historic districts • Economic development strategies should continue to nurture thriving commercial activity • Continue to locate government agencies, such as city and county offices, in downtown to maintain its viability. • Seek Greyfield redevelopment that converts vacant or under-utilized commercial strips to mix use assets. <p style="text-align: right;"><i>Statesboro Comprehensive Master Plan, Community Agenda page 32.</i></p>

In addition, the Future Development Map and Defining Narrative section of the Comprehensive Plan states the following:

“Signs (attached and detached) should be managed by incorporating uniform design features, and by restricting billboards and other off-premise signage which distract from traffic control signage and compete with local and other on-site businesses. Lighting should be managed to reduce glare onto the roadway and neighboring properties. Reduction of pavement surfaces and increases in pervious areas can also reduce glare - particularly in severe weather.”

Statesboro Comprehensive Master Plan, Community Agenda page 11.

ANALYSIS

I. Variance from Article XV Section 1509(C) Table 6: Sign District 4 Dimension standards to allow for installation of wall sign above the mandated height of 12 feet. .

The applicant is requesting a variance from Article XV (Signs) regarding the maximum height of wall signs in the Commercial Business District. Article XV (Signs) Section 1509 of the *Statesboro Zoning Ordinance* regulates the dimensional standards for all building signs within the City of Statesboro. The subject site is located in the CBD (Commercial Business) zoning district and is regulated by the dimensional standards of Sign District 4.

As per Table 6 (**Exhibit E**), the maximum allowed height of wall signs cannot exceed 12 feet. Due to the store frontage, the applicant seeks to place the sign at a higher height than normally permitted. Specifically, the applicant is seeking to place the sign above the awning which sits at 13.5 feet. The sign will be placed at 15.833 feet and reach a total of 18.302 feet at the top of the sign.

Section 1503(G) states that no variances shall be permitted from the terms of Article XV regarding signs in the *Statesboro Zoning Ordinance*. It continues to state that “Specifically, no variances under article XVIII of this ordinance [chapter] shall be applicable to the standards contained within this article.” However, Article XV regarding signs is part of the *Statesboro Zoning Ordinance*, which provides for the award of variances by the City Council from the zoning regulations stating that “approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done” and Section 1801 states that the **Mayor and Council [should] consider if the following are true in its consideration of a variance request:**

1. **There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
2. **The special conditions and circumstances do not result from the actions of the applicant;**
3. **The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
4. **Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**

RECOMMENDATION
Staff recommends approval of variance V 18-11-02.
At its regularly scheduled meeting on 4 December 2018, the Statesboro Planning Commission recommended approval of sign variance 4-0.

EXHIBIT A: LOCATION MAP

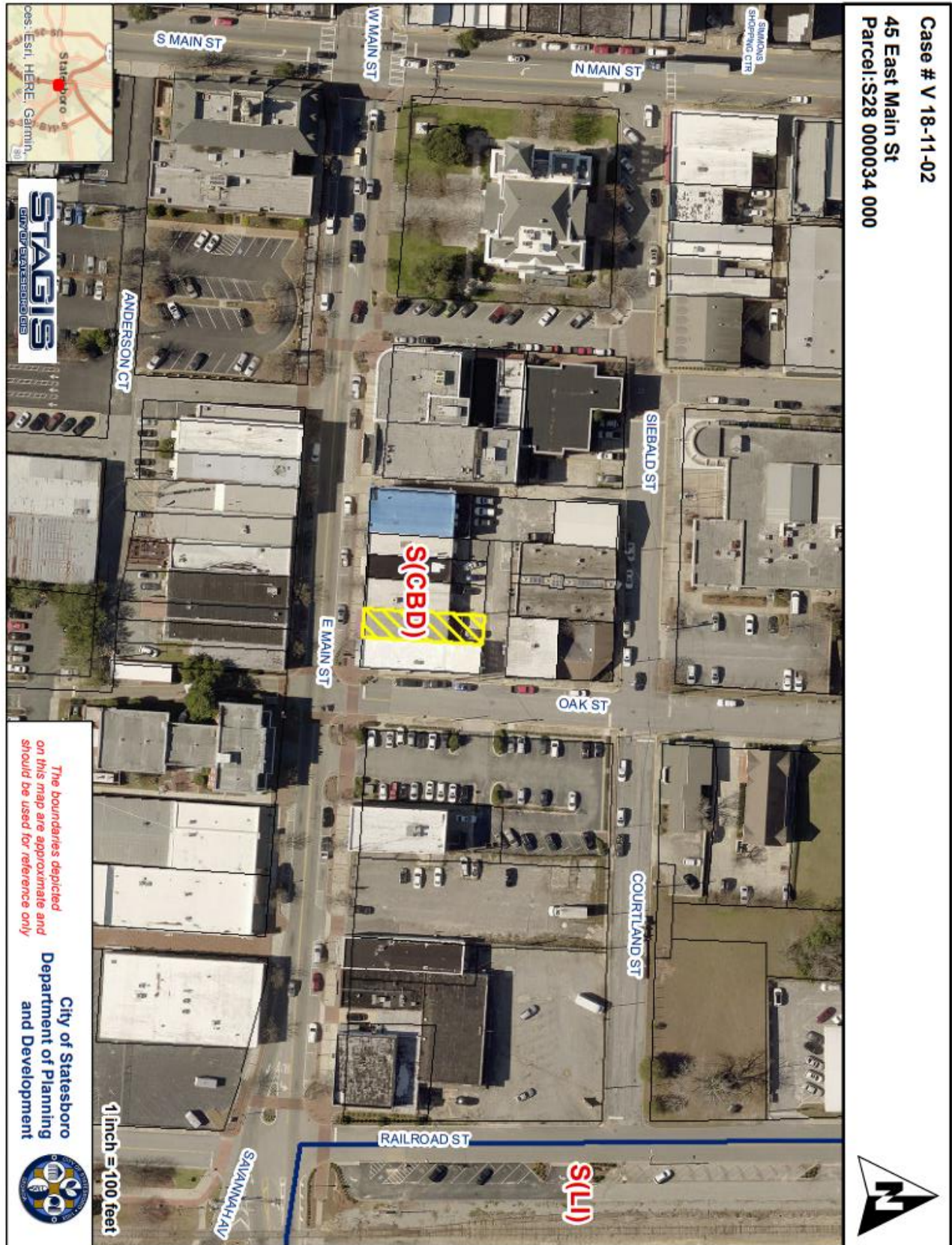


EXHIBIT B: FUTURE DEVELOPMENT MAP

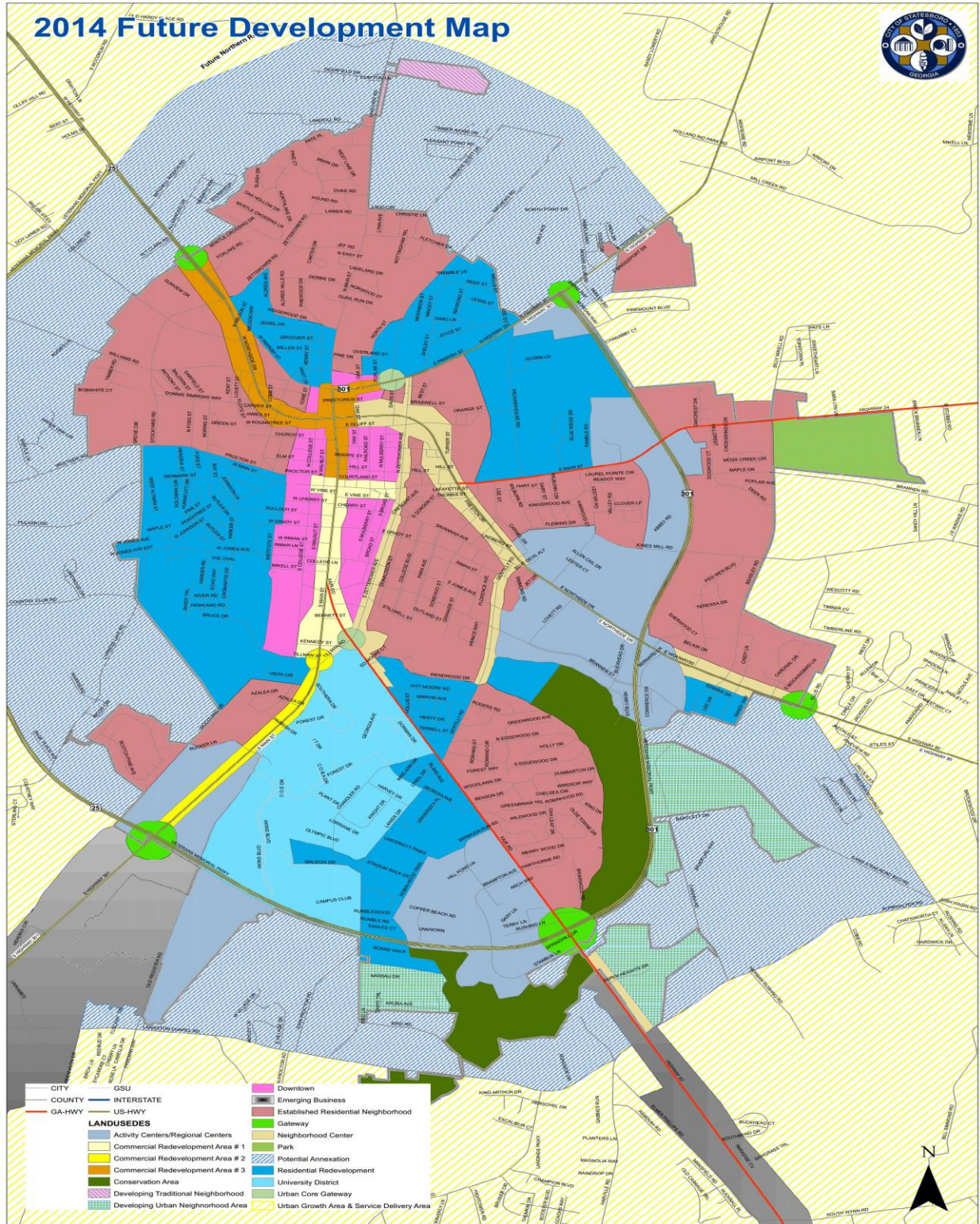


EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS

Picture 1: Frontal View of subject site from East Main Street



Picture 2: View of adjacent property on East Main Street



Picture 3: View of adjacent property moving East on E Main Street.



Picture 4: Adjacent property moving West on East Main Street



Exhibit D: Proposed Signage Sketches

Sketch 1: Proposed Wall Sign



Sketch 2: Proposed sign plan

RENDERING

EXISTING

SIDE VIEW

Farmers Insurance Stacked Letter Set Size Chart								
A	B	C	D	E	F	G	H	Sq Ft.
12.00"	161.75"	6.60"	67.88"	28.75"	46.00"	28.63"	156.30"	32.00

A) 1/4" Aluminum Letters Painted (#985 267c)
 B) 1/4" Aluminum Letters Painted (#985 156c)
 Shield:
 1) 1/4" Aluminum Painted White (1" 3/8" Aluminum)
 2) Dark Blue: 3M Translucent Film - European Blue/2658-157
 3) Light Blue: 3M Translucent Film - European Blue/2658-317
 4) Dark Red: 3M Translucent Film - Dark Red/2630-73
 5) Light Red: 3M Translucent Film - Lt. Tomato Red/2630-43

Font: Imported Image
 *Shut Mounted *Install Pattern Included

SIGN TYPE: FCH-150

NEW ADDRESS
17125 AGUL MARI ST. SE
FISHER LAKE, MN 55432
P 652-324-9908
F 652-324-9909
www.sddi.com

Project:	Exterior Signage	File Name:	FCH-150.dwg
Client:	Farmers Insurance Shelburne, VT	Order Date:	8/18/18
Project Manager:	K. Peck	Revised Date:	
Drawn By:	M. Scavilla	Revised:	

This drawing is the sole property of SDDI Sign Systems. All rights to use and/or reproduce are reserved. Actual dimensions may vary slightly due to practical limitations with fabrication. Photographic renderings of proposed signage are for illustrative only and may not be to scale. Colors will be printed as is, unless a specific color (i.e. Pantone Number, Sherwin Williams or best match) is provided.

PLEASE EMAIL OR FAX YOUR APPROVAL BACK

Approved As Is
 Approved With Changes
 Please Change and Resubmit

Exhibit E: Table 6: Statesboro Zoning Ordinance

Table 6. Sign District 4 Dimensional Standards

TABLE INSET:

SIGN DISTRICT 4 (As defined in subsection 1509[A.4])	SIGN FOR AN INDIVIDUAL ESTABLISHMENT ON AN INDIVIDUAL LOT	SIGNS FOR INDIVIDUAL ESTABLISHMENTS, OFFICES, SHOPS, ETC., WHICH ARE PART OF A PLANNED OFFICE, COMMERCIAL, INDUSTRIAL OR RETAIL CENTER OR PART OF A CONTIGUOUS AND ADJACENT ROW OF STRUCTURES
AGGREGATE SIGN AREA*:		
1. Maximum Number of Total Square Feet (SF)	100 square feet including freestanding and building signs	Not applicable
FREESTANDING SIGNS**:		
2. Freestanding Sign Maximum Square Feet	60 square feet	Not allowed
3. Maximum Height	8 feet	Not applicable
4. Setback Requirements	2 feet from property line	Not applicable
5. Number of Signs Allowed***	One sign structure per road frontage not to exceed the maximum allowable square footage	Not allowed
BUILDING SIGNS***:		
1. Maximum Number of Total Square Feet	100 square feet	The greater of 60 sf or 5% of wall areas, allotted to the individual establishment
2. Maximum Height	12 feet	12 feet
3. Number of Building Signs Allowed****	One per elevation	One per business or occupant
<p><i>*As provided in Section 1501 and Table 2 herein, "aggregate sign area" includes all freestanding or building signs regardless of whether or not a permit for a particular type of sign is required.</i></p> <p><i>**Limited to monument and standard informational signs. Billboards and stanchion signs prohibited as provided in Table 2 herein.</i></p> <p><i>***Internal illumination of building signs is prohibited. All signs shall be constructed of wood or metal material.</i></p> <p><i>**** Two (2) per building elevation where one (1) sign is in the form of a canopy/awning, and where the cumulative square footage of both does not exceed the "maximum number of total square feet" for building signs.</i></p>		

CITY OF STATESBORO

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Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: December 18, 2018

RE: January 2, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Conditional Use Variance Request*

Recommendation: Staff recommends approval of the conditional use variance requested by application V 18-11-03 with conditions.

Background: Annlyn Williams requests a conditional use variance from Article IV of the Statesboro Zoning Ordinance for 0.81 acres of property located at 208 Aldred Hills Road to utilize the property as a community living arrangement facility (Tax Parcel S14 000063 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report CUV-18-11-03.



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

P.O. Box 348
 Statesboro, Georgia 30458

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

CUV 18-11-03
CONDITIONAL USE VARIANCE REQUEST
208 Aldred Hills Road

LOCATION: 208 Aldred Hills Road

REQUEST: Request for a conditional use variance from Article IV of the *Statesboro Zoning Ordinance* for 0.81 acres of property located at 208 Aldred Hills Road to utilize the property as a long term residential recovery community facility (Tax Parcel # S14 000063 000).

APPLICANT: Annlyn Williams

OWNER(S): M.E. Ginn

ACRES: 0.81 acres

PARCEL TAX MAP #: S14 000063 000

COUNCIL DISTRICT: District 2 (Jones)



PROPOSAL:

The applicant is requesting a conditional use variance to utilize 208 Aldred Hills Road (Tax Parcel S14 000063 000) as a long term residential community facility for the mentally disabled consisting of four (4) adults (See **Exhibit A** – Location Map). The subject site is currently zoned R-20 (Single Family Residential) and the *Statesboro Zoning Ordinance* does not address or define group homes, personal care homes or recovery residences or designate an appropriate zoning district for such uses. In addition, Article II of the *Statesboro Zoning Ordinance* states that a family in the R-20 zoning district may not consist of more than three (3) unrelated persons.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	R-20 (Single Family Residential)	Single-family detached dwelling units
SOUTH:	R-20 (Single Family Residential)	Single-family detached dwelling units
EAST:	R-20 (Single Family Residential)	Single-family detached dwelling units
WEST	R-20 (Single Family Residential)	Single-family detached dwelling units

The surrounding land uses are primarily single family residential. (See **Exhibit B**—Photos of Subject Site and Surrounding Properties).

COMPREHENSIVE PLAN:

The subject site is located within the “Established/Existing Traditional Neighborhood” character area as identified by the City of Statesboro 2014 Future Development Map (See **Exhibit C—2014 Future Development Map**) within the City of Statesboro Updated 2014 Comprehensive Plan.

Vision:

“The traditional residential neighborhoods in the **Established** area were developed from the late 19th to mid-20th century, and feature connected street grids linked with downtown. Sidewalks should be located on both sides of major streets, lesser streets may have limited facilities. Major corridors in this area may support a mix of residential and commercial uses. As corridors transition from residential to commercial, the original structures should be maintained and renovated whenever possible. Any new structure should respect the existing fabric of the neighborhood, through similar front, side, and rear setbacks.”

Appropriate land uses include:

- Neighborhood-scale retail and commercial.
- Small-scale office.
- Neighborhood services.
- Small-lot single family residential.
- Garage apartments.

Suggested Development & Implementation Strategies

- Foster the establishment of public/private partnerships to redevelop large tracts as appropriate for the character area.
- Evaluate the benefits and potential of urban redevelopment plan(s) for declining neighborhoods. Such plans can provide incentives and access to resources to revitalize these neighborhoods.
- Strengthen enforcement of code violations for private property, including property maintenance, parking, and structural conditions with a determined focus on health and safety issues.

Statesboro Updated 2014 Comprehensive Plan, Community Agenda page 17-19.

COMMUNITY FACILITIES AND TRANSPORTATION:

The subject property is currently serviced by city utilities, sanitation, and public safety. No significant impact is expected on community facilities or services as a result of this request.

ENVIRONMENTAL:

The subject property does not contain wetlands and is not located in a special flood hazard area. There is no expected environmental impact associated with this request.

ANALYSIS:

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.
- 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.
 - a. The variance is needed in order to provide personal care services to an adult population.
- 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.
 - a. The subject site is suitable for the proposed use and could still be used as a single-family residence should this use, if granted, cease.

- 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:
 - a. Population density in the area.
 - i. The request would add four (4) additional persons to the area.
 - b. Community facilities.
 - c. Living conditions in the area.
 - d. Traffic patterns and congestion.
 - e. Environmental aspects.
 - f. Existing and future land use patterns.
 - g. Property values in adjacent areas.
- 8.) Consistency with other governmental land use, transportation and development plans for the community.

In addition to the standards for determination outlined in Section 2007, the Mayor and Council will consider the following factors established by Article XXIV Section 2406 of the *Statesboro Zoning Ordinance*:

- 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 a 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:

Staff recommends approval of the use requested by application CUV 18-11-03 with condition(s).

At the regularly scheduled meeting held Tuesday, December 4, 2018 at 5:00 PM, the Planning Commission voted 5-0 to approve application CUV 18-11-03 with the following staff condition(s):

- (a) Applicant will be required to coordinate with the City of Statesboro Fire Department to ensure life safety standards meet current code requirements.
- (b) The applicant must not exceed reasonable standards for parking and avoid excessive parking at the location.
- (c) The applicant may not install signage at the location.

EXHIBIT A: LOCATION MAP



EXHIBIT B: PHOTOS OF SUBJECT SITE AND SURROUNDING PROPERTIES

Picture 1: Picture of the subject property, 208 Aldred Hills Road, currently a single family residence.



Picture 2: View of surrounding properties to the east of the subject property, currently single family residences.



EXHIBIT B: PHOTOS OF SUBJECT SITE AND SURROUNDING PROPERTIES (CONTINUED)

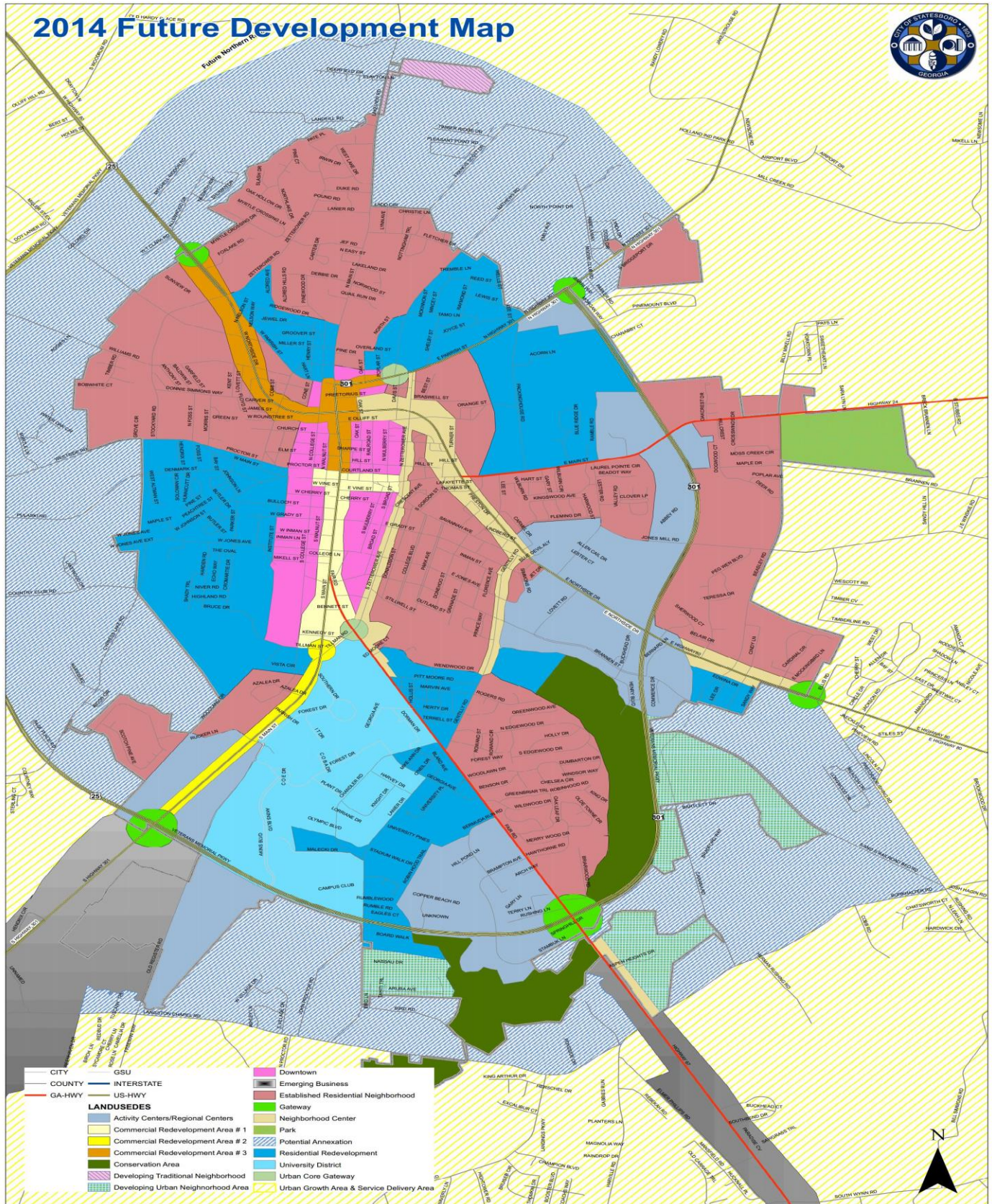
Picture 3: View of the adjacent property to the north of the subject property, currently a single family residence.



Picture 4: View of the surrounding properties looking south along Aldred Hills Road, currently single family residences.



EXHIBIT C: 2014 FUTURE DEVELOPMENT MAP



CITY OF STATESBORO

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Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: December 18, 2018

RE: January 2, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 18-11-04 with conditions.

Background: El Larry Dixon IV requests a variance from Article X, Section 1003(A) to reduce the minimum lot size requirements for property to be considered for the CR (Commercial Retail) zoning district in order to renovate an existing commercial building into a fresh seafood market and light convenience store on 0.16 acres of property located at 323 Johnson Street (Tax Parcel S11 000011 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report V-18-11-04, RZ-18-11-05, V-18-11-06, V-18-11-07, & V-18-11-08.

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To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: December 18, 2018

RE: January 2, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Zoning Map Amendment Request*

Recommendation: Staff recommends approval of the zoning map amendment requested by application RZ 18-11-05 with conditions.

Background: El Larry Dixon IV requests a zoning map amendment of 0.16 acres located at 323 Johnson Street from R-8 (Single Family Residential) to the CR (Commercial Retail) zoning district in order to renovate an existing commercial building into a fresh seafood market and light convenience store (Tax Parcel S11 000011 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report V-18-11-04, RZ-18-11-05, V-18-11-06, V-18-11-07, & V-18-11-08.

CITY OF STATESBORO

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From: Owen Dundee, City Planner II

Date: December 18, 2018

RE: January 2, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 18-11-06 with conditions.

Background: El Larry Dixon IV requests a variance from Article XXIII, Section 2301 regarding the required left side yard landscape buffer between non-residential uses abutting a residentially zoned area and multi-family residences adjacent to single-family or two-family residences for 0.16 acres located at 323 Johnson Street (Tax Parcel S11 000011 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report V-18-11-04, RZ-18-11-05, V-18-11-06, V-18-11-07, & V-18-11-08.

CITY OF STATESBORO

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To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Owen Dundee, City Planner II

Date: December 18, 2018

RE: January 2, 2019 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 18-11-07 with conditions.

Background: El Larry Dixon IV requests a variance from Article XXIII, Section 2301 regarding the required right side yard landscape buffer between non-residential uses abutting a residentially zoned area and multi-family residences adjacent to single-family or two-family residences for 0.16 acres located at 323 Johnson Street (Tax Parcel S11 000011 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report V-18-11-04, RZ-18-11-05, V-18-11-06, V-18-11-07, & V-18-11-08.

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

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Date: December 18, 2018

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Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Staff recommends approval of the variance requested by application V 18-11-08 with conditions.

Background: El Larry Dixon IV requests a variance from Article XXIII, Section 2302 regarding the required front yard landscape buffer between all nonresidential and multifamily uses adjacent to a local street and directly across from a single-family or two-family residence or district for 0.16 acres located at 323 Johnson Street (Tax Parcel S11 000011 000).

Budget Impact: None

Council Person and District: Jones (District 2)

Attachments: Development Services Report V-18-11-04, RZ-18-11-05, V-18-11-06, V-18-11-07, & V-18-11-08.



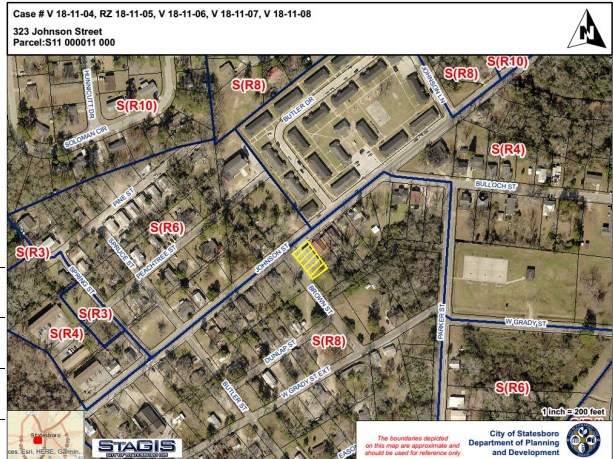
City of Statesboro-Department of Planning and Development
DEVELOPMENT SERVICES REPORT

P.O. Box 348
 Statesboro, Georgia 30458

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

V 18-11-04, RZ 18-11-05, V 18-11-06, V 18-11-07, & V 18-11-08
VARIANCE & ZONING MAP AMENDMENT REQUESTS
323 Johnson Street

LOCATION:	323 Johnson Street
REQUEST:	Zoning Map Amendment from R-8 (Single Family Residential) to CR (Commercial Retail); Variance from Article X Section 1003(A) regarding lot area regulations; Variances from Article XXIII Section 2301 regarding side and rear yard buffer requirements; Variance from Article XXIII Section 2302 regarding front yard buffer requirements.
APPLICANT:	EL Larry Dixon IV
OWNER(S):	Sedric Blakely El Bey
ACRES:	0.16 acres
PARCEL TAX MAP #:	S11 000011 000
COUNCIL DISTRICT:	District 2 (Jones)



BACKGROUND & PROPOSAL:

The subject site is a 0.16 acre lot located on the northeastern corner of Johnson Street and Brown Street. The lot is currently zoned R-8 (Single Family Residential). The applicant is proposing the renovations of an existing, vacant commercial building in order open a fresh seafood market and light convenience store, which is not an allowed use under the current zoning. The previous use of the property as a convenience store is a result of City Council’s decision in 1998 to grant a Conditional Use Variance to allow a previous property owner, Jerry Washington, to operate a convenience store at the location. City Council’s previous grant of a Conditional Use Variance was specific to the property ownership, Jerry Washington, and limited in use as a convenience store.

The applicant requests a variance from Article X Section 1003(A) regarding lot area regulations, which requires a minimum lot area of ten thousand (10,000) square feet to be considered for the CR (Commercial Retail) zoning district. The applicant is proposing a minimum lot size of 6,970 square feet. Next, the applicant is requesting a zoning map amendment from the R-8 (Single Family Residential) zoning district to the CR (Commercial Retail) zoning district in order to renovate the existing commercial building into a fresh seafood market and light convenience store, which is not an allowed use in the existing zoning designation. Additionally, the applicant requests two variances from Article XXIII Section 2301 regarding each side yard landscape buffer requirement, which requires landscape buffers for each side yard whenever any nonresidential use abuts a residential zoned area. The applicant is proposing no side yard buffers due to lot size limitations. Finally, the applicant is requesting a variance from Article XXIII Section 2302 regarding front yard landscape buffer requirements, which requires a landscape buffer whenever any nonresidential and multifamily uses are adjacent to a local street and directly across from a single-family or two-family residence or district. The applicant is proposing no front yard buffers due to lot size limitations (See **Exhibit C**—Photos of Subject Site, **Exhibit D** – Proposed Floor Plan).

ATTACHMENTS: **Exhibit A** (Location Map), **Exhibit B** (Future Development Map) **Exhibit C** (Photos of Subject Site), **Exhibit D** (Proposed Floor Plan)

In summary, the applicant requests the following:

- 1) Application **V 18-11-04**, a variance from Article X Section 1003 A to reduce the **minimum lot size requirement from 10,00 square feet to 6,970 square feet**, and
- 2) Application **RZ 18-11-05**, a zoning map amendment from the **R-8 (Single Family Residential) zoning district to the CR (Commercial Retail) zoning district**, and
- 3) Application **V 18-11-06**, a variance from Article XXIII Section 2301 **to reduce and eliminate the landscape buffer requirements for the side yard abutting Brown Street**, and
- 4) Application **V 18-11-07**, a variance from Article XXIII Section 2301 **to reduce and eliminate the landscape buffer requirements for the side yard abutting the northeastern property line**, and
- 5) Application **V 18-11-08**, a variance from Article XXIII Section 2302 **to reduce and eliminate the landscape buffer requirements for the front yard abutting Johnson Street**.

SURROUNDING LAND USES/ZONING:

	ZONING:	LAND USE:
NORTH:	R-6 (Single Family Residential), R-4 (High Density Residential)	Single Family Residences and Butler Homes Apartment Community
SOUTH:	R-8 (Single Family Residential)	Single Family Residences
EAST:	R-8 (Single Family Residential)	Single Family Residences
WEST	R-8 (Single Family Residential)	Single Family Residences

The subject property is located within the R-8 (Single Family Residential) zoning district. Surrounding properties are primarily single family residences. Also, there is an apartment community located to the Northeast of the subject site (See **Exhibit A** –Location Map, **Exhibit C**—Photos of Subject Site).

COMPREHENSIVE PLAN:

The *City of Statesboro Comprehensive Master Plan's* Future Development Map includes the subject site in the following character area:

<u>“Residential Redevelopment Area”</u>	
<i>Vision</i>	<i>Suggested Development & Implementation Strategies</i>
<p>This character area has most of its original housing stock in place, but has worsening housing conditions due to low rates of homeownership and neglect of property maintenance. There may be a lack of neighborhood identity and gradual invasion of different type and intensity of use that may not be compatible with the neighborhood residential use, or a neighborhood that has declined sufficiently that housing conditions are bad, there may be large areas of vacant land or deteriorating, unoccupied structures.</p> <p><i>Appropriate Uses:</i> Single Family detached housing, Lower Density, Single Family attached housing.</p>	<ul style="list-style-type: none"> • Focus on strategic public investments to improve conditions, appropriate infill development on scattered vacant sites, and encouraging more homeownership and maintenance or upgrade of existing properties. • The redevelopment strategy for the area should focus on preserving what remains of the original housing stock, while rebuilding on the remaining land, a new, attractive neighborhood following the principles of traditional neighborhood development. • Strengthen code enforcement, property maintenance, and the demolition of dilapidated structures in the area. <p style="text-align: right;"><i>Statesboro Comprehensive Master Plan, Community Agenda page 21.</i></p>

In addition, the *Quality Community Objectives Narrative* of the Comprehensive Plan states the following:

- “Communities should maximize the use of existing infrastructure and minimize the costly conversion of undeveloped land at the periphery of the community. This may be achieved by encouraging development or redevelopment of sites closer to the traditional core of the community; designing new development to minimize the amount of land consumed; carefully planning expansion of public infrastructure; or maintaining open space in agricultural forestry, or conservation uses.”

Statesboro Comprehensive Master Plan, Community Agenda page 46.

Also, the *Issues & Opportunities Narrative* of the Comprehensive Plan states the following:

“There are a number of vacant sites available for infill and redevelopment located within the City of Statesboro. These vacant or underutilized sites can become an eyesore and also lead to problems with vandalism or other criminal behavior. The benefits of infill and redevelopment are many, including:

- Utilizing existing infrastructure, including water, sewer, and roads
- Maximizing local government investment in infrastructure
- Increasing the value of such properties and in turn the overall tax base
- Supports existing surrounding businesses which have already invested in the area
- Creating community pride in seeing a detriment turn into an asset
- Reinvestment of capital in established areas
- Enhancing opportunities for employment, shopping, residential, etc. in established neighborhoods
- Preserving greenspace and minimizing or negating additional storm water runoff associated with new development
- Particular opportunities to address infill and redevelopment include participation in the South Main Street Revitalization Effort and partnering with Habitat for Humanity’s New Home & Neighborhood Revitalization Programs. Additionally, better utilization of the Statesboro Bulloch County Land Bank should be sought.”

Statesboro Comprehensive Master Plan, Issues & Opportunities page 57.

ANALYSIS

TRANSPORTATION:

Although this business was previously in existence a number of years, the applicant’s proposed use may cause an impact on vehicular traffic. The *Statesboro Comprehensive Plan* encourages crosswalks and pedestrian signals particularly on Johnson Street. The subject site does not contain either of these recommendations.

COMMUNITY FACILITIES:

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

ENVIRONMENTAL:

The subject property does not contain wetlands and is not located in a special flood hazard area. 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.

ZONING CONSIDERATIONS:

Whether or not to grant a zoning map amendment from the R-8 (Single Family Residential) zoning district to the CR (Commercial Retail) zoning district.

The request 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 *Statesboro Comprehensive Plan*
- the *2035 Bulloch County/City of Statesboro Long Range Transportation Plan*
- the potential for the property to develop and be utilized in conformance with the requirements of

the proposed CR (Commercial Retail) district as set forth in the *Statesboro Zoning Ordinance*.

Current Zoning	Requested Zoning
The single family residential (R-8) district can accommodate a variety of business, educational, municipal, and some residential uses. However, “seafood market and light convenience store” uses, are not listed as a permissible use allowable by right in the R-8 district. Those uses are explicitly permitted in the commercial retail (CR) zoning district.	The CR (Commercial Retail) district allows for retail establishments, wholesale establishments, and/or food service facilities, which are the applicant’s intended land use for the subject property.

STANDARDS: ZONING MAP AMENDMENT

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, in “**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**
 - a. Existing uses and zoning of property nearby varies. The surrounding lots are zoned R-6 (Single Family Residential), R-8 (Single Family Residential, and R-4 (High Density Residential), and are primarily occupied by single family residences and the Butler Homes Apartment Community.
- (2) The extent to which property values are diminished by the particular zoning restrictions.**
 - a. The proposed use is not expected to have an adverse effect on property values in the area given the surrounding uses. Please note that staff has not consulted a professional appraiser regarding the impact of the requested zoning map amendment on the property value.
- (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.**
 - a. This request will provide for a small commercial store and seafood market that are not available in this area of the city. Additionally, the request will bring some investment into an area where redevelopment is needed.
- (4) The relative gain to the public, as compared to the hardship imposed upon the property owner.**
 - a. The subject site is currently zoned R-8 (Single Family Residential). Per Article VII-B: Section 701-B, this parcel can be occupied by single family detached dwelling units, educational institutions, municipal uses, and professional office/home occupations. However, commercial retail developments are specifically restricted to CR zoned properties. Under the proposed Commercial Retail (CR) zoning, the applicant would be able to renovate and operate the existing, vacant commercial building as a seafood market and light convenience store. This request gives the applicant an opportunity to serve members of the community and neighborhood while contributing with a commercial retail use as encouraged by the *Comprehensive Plan*.
- (5) The suitability of the subject property for the zoned purposes.**
 - a. This site was used as a convenience store prior to the commercial building being vacated by a previous owner.
- (6) The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
 - a. This site and existing commercial building have been vacant for a prolonged period of time. There are other vacant properties in the area.

(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

- a. Impacts on local traffic should be considered.
- b. This request will not impact the population; it does not involve housing.
- c. This request will provide assistance to the revitalization of an area/neighborhood in need of redevelopment.

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

- a. Redevelopment of the property as a seafood market and convenience store is consistent with the *Implementation Program and Community Goals Narrative* of the *Statesboro Comprehensive Plan* by encouraging redevelopment of vacant, abandoned or underutilized sites to strengthen our tax base and reinvest in our community. Also, this proposal targets reinvestment in declining, existing neighborhoods to further encourage private sector redevelopment and accommodate future growth within the Established areas.

VARIANCE ANALYSIS

I. Variance from Article X: Section 1003(A): Lot Regulations. (V 18-11-04)

The applicant is requesting a variance from Article X: Section 1003(A), Lot Regulations, which states: "A lot area of not less than 10,000 square feet shall be provided per structure to be located. A structure shall be permitted to have multiple units of businesses in the structure."

The variance in question is regarding the total area of the subject site, which is proposed to be approximately 6,970 square feet. The subject site is approximately 3,030 square feet less than the minimum 10,000 square feet required to be considered for the Commercial Retail (CR) zoning district.

II. Variances from Article XXIII: Section 2301: Side and Rear Yard Buffers. (V 18-11-06 & V 18-11-07)

The applicant is requesting two variances from Article XXIII: Section 2301, Side and Rear Yard Buffers, which states: "Whenever any nonresidential use abuts a residential zoned area, or when multifamily residences are adjacent to single-family or two-family residences or districts, or a mobile home park, one of the following buffers shall be installed on the lot with the more intensive and least restrictive use along the common lot lines" – *Natural Buffer Strip, Landscape Buffer Strip, or Landscape Buffer Wall*.

The variances in question are regarding the western property line (abutting Brown Street) and the eastern property line (abutting 321 Johnson Street), which is not currently planned to be landscaped under these variance requests. This plan does not propose the level of density along the ground level that is called for in the above referenced code section, the intent of which is to create a buffer separating residential zones from commercial uses.

III. Variance from Article XXIII: Section 2302: Front Yard Buffers. (V 18-11-08)

The applicant is requesting a variance from Article XXIII: Section 2303, Front Yard Buffers, which states: "All nonresidential and multifamily uses adjacent to a local street and directly across from a single-family or two-family residence or district and parking for two-family and single-family attached [dwellings] must be abide by the front yard buffer requirements".

The variance in question is regarding the northern property line, along Johnson Street, which is not currently planned to be landscaped under this variance request. This plan does not propose the level of density along the ground level that is called for in the above referenced code section, the intent of which is to create a buffer separating residential zones from commercial uses.

The *Statesboro Zoning Ordinance* provides for the award of variances by the City Council from the zoning regulations, stating that “approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done.”

Section 1801 states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:

- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**

There are no conditions placed on this property due to size, shape, etc. but it does have a use that is not common to other buildings/lots in the same zoning district. The property and existing building have historically been used as a convenience store.

- 2. The special conditions and circumstances do not result from the actions of the applicant;**

The applicant did not take action to result in this zoning classification.

- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**

The application of the CR zoning regulations to this particular piece of property are not appropriate for the proposed use and create a hardship for the applicant, in that the applicant is being asked to adhere to more restrictive setbacks and lot size requirements than might be required under a residential zoning.

- 4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**

RECOMMENDATION:

Staff recommends approval of the variances requested by V 18-11-04, V 18-11-06, V 18-11-07, & V 18-11-08 with condition(s).

Staff recommends approval of the zoning map amendment requested by RZ 18-11-05 with condition(s).

At the regularly scheduled meeting held Tuesday, December 4, 2018 at 5:00 PM, the Planning Commission voted 5-0 to approve applications V 18-11-04, RZ 18-11-05, V 18-11-06, V 18-11-07, and V 18-11-08 with the following staff condition(s):

- (1) Natural rear yard landscape buffer must be maintained at a minimum width of ten (10) feet.
- (2) Approval of these zoning variances and zoning map amendment does not grant building permit approval as submitted. Project will be required to be reviewed by City staff and meet all City ordinances.

EXHIBIT A: LOCATION MAP

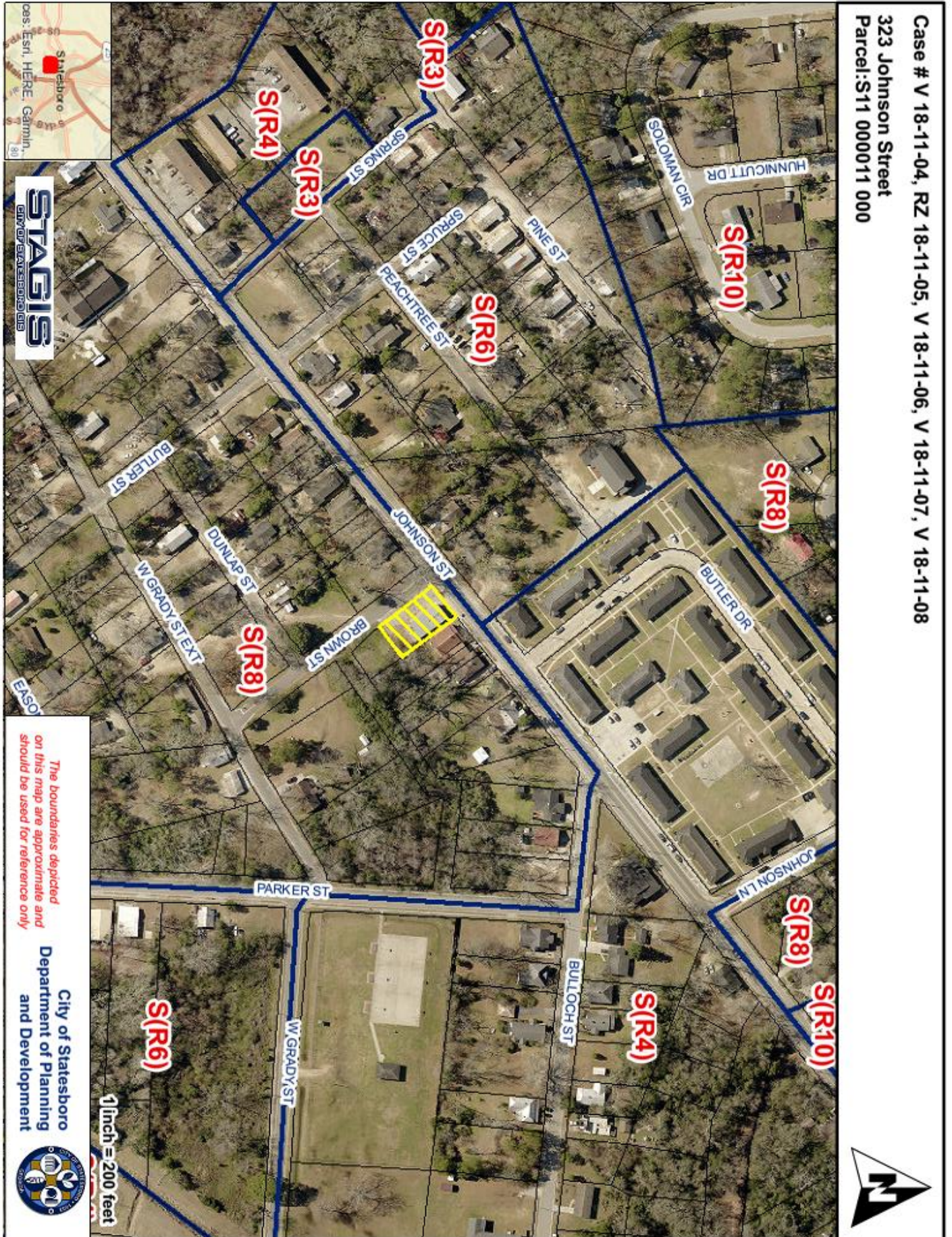


EXHIBIT B: FUTURE DEVELOPMENT MAP

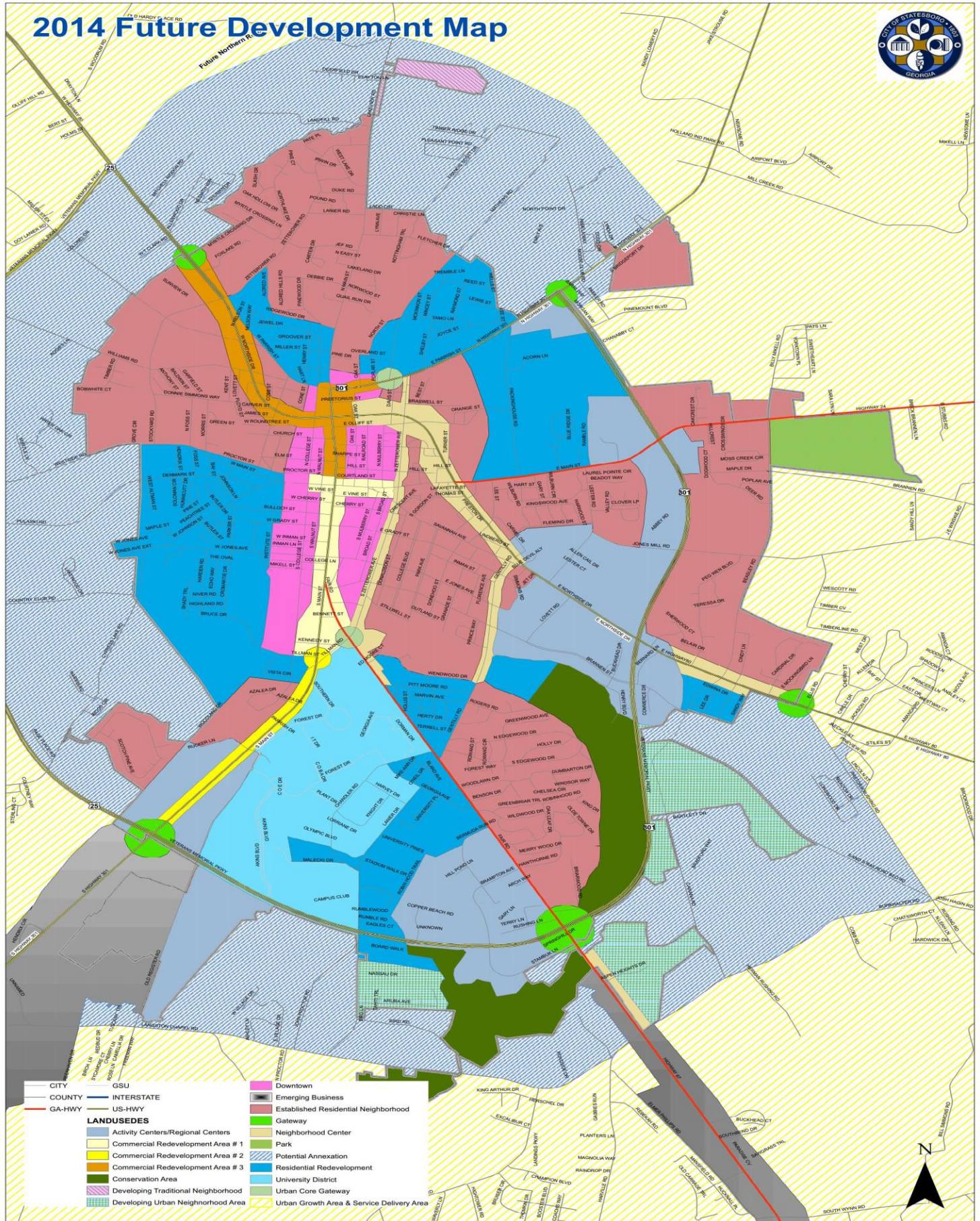


EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS

Picture 1: Looking south from Johnson Street, view of the subject property. Also, a view of the variance requested by **V 18-11-08**.



Picture 2: Looking northeast, a view of the subject property from Brown Street. Also, a view of the variance requested by **V 18-11-06**.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (CONT'D)

Picture 3: Looking south from Johnson Street, view of the subject property's eastern side yard abutting 321 Johnson Street. Also, a view of the variance being requested by **V 18-11-07**.



Picture 4: Looking east from Brown Street, view of the subject property's rear yard and property line.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (CONT'D)

Picture 5: View of the surrounding properties to the west of the subject site, currently a single family residence.



Picture 6: View of surrounding properties to the northwest of the subject site, currently single family residences.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (CONT'D)

Picture 7: View of surrounding properties to the northeast of the subject site, currently Butler Homes Apartment Community.



Picture 8: View of surrounding properties, looking northeast along Johnson Street.



EXHIBIT C: SITE AND SURROUNDING PROPERTY PHOTOS (CONT'D)

Picture 9: View of surrounding properties, looking southwest along Johnson Street.



EXHIBIT D: Proposed Floor Plan

Classification	Quantity	Unit	Material	Finish	Notes	Quantity	Unit	Material	Finish	Notes
Metallic	34	sq. ft.	1 per 20	1 per 20		1 per 100	1 per 100			

FINISHES SCHEDULE

- WALLS**
 1. Work area: Painted Sheetrock
 2. Storage Room: Painted walls
 3. Rest rooms: Tiles or FRP (4' High)

- CEILING**
 1. Work area: Drop ceiling tiles
 2. Storage Room: sheetrock (High Gross Paint)
 3. Restrooms: Painted Sheetrock (High Gross Paint)

- Floors**
 1. Staff Area: Hard wood floors
 2. Storage Room: Ceramic Tile/Rubber Cove Base Molding
 3. Restrooms: Ceramic Tile/Rubber Cove Base Molding)

RETAIL OCCUPANCY DATA

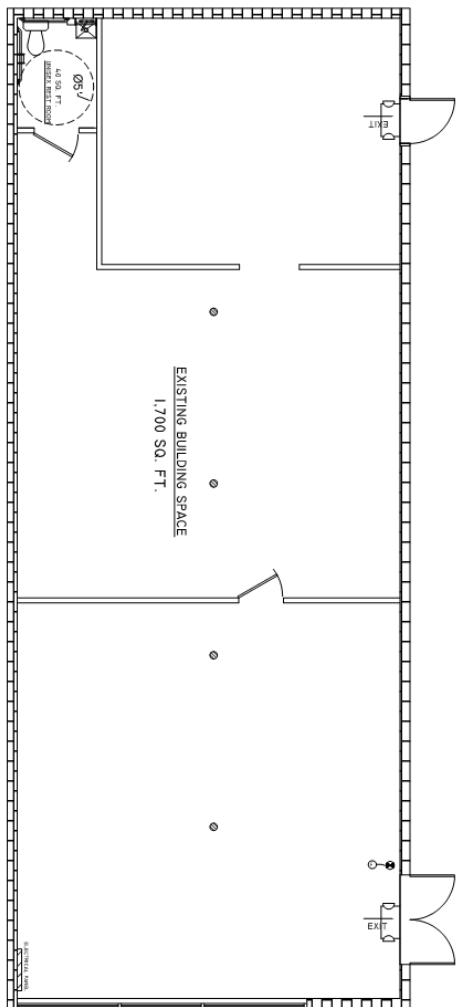
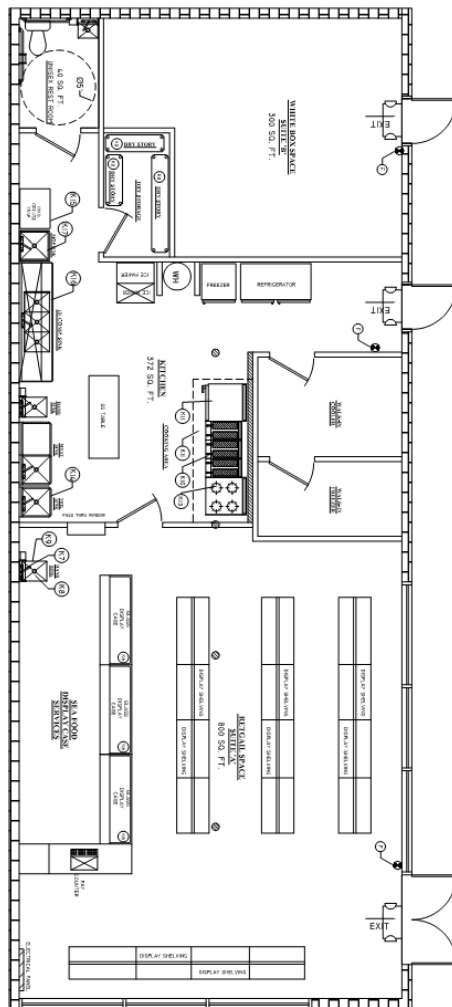
800.00 SF. RETAIL I/30 = 27 PERSON CAPACITY
 372.00 SF. KITCHEN I/100 = 3 PERSON CAPACITY
 128.00 SF. WALK-IN COOLER/FREEZER = N/A PERSON CAPACITY
 60.00 SF. REST ROOM = N/A PERSON CAPACITY
 40.00 SF. STORAGE AREA I/100 = N/A PERSON CAPACITY
 1,400.00 SF. TOTAL CAPACITY = 30 PERSON CAPACITY

WHITE BOX OCCUPANCY DATA

800.00 SF. WHITE BOX = 0 PERSON CAPACITY
 300.00 SF. TOTAL CAPACITY = 0 PERSON CAPACITY

GENERAL NOTES

- 001. EXISTING CONSTRUCTION IS TYPE I-II-B UNPROTECTED CONSTRUCTION.
- 002. EXISTING EXIT DOORS EQUIPPED WITH PANIC BAR PER CODE.
- 003. INTERIOR FINISH IS CLASS A, B, AND C.
- 004. EXISTING EMERGENCY LIGHTING/SIGNAGE IS AS NOTED ON AS-BUILT DRAWINGS.
- 005. EXISTING INTERIOR WALLS IS 1/2 GYPSUM BOTH SIDES OF FINISH.
- 006. 2" X 2" WOOD STUDS @ 16" O.C. WITH TOP AND BOTTOM WOOD PLANS.
- 007. CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE LOCAL, STATE, AND INTERNATIONAL CODES AND ORDINANCES.
- 008. ALL INTERIOR DOORS SHALL BE 3'-0" X 7'-0" X 1 3/4".
- 009. ALL INTERIOR DOORS SHALL HAVE LEVER TYPE HARDWARE.
- 009. PROVIDE 3 FIRE EXTINGUISHERS AS SHOWN



LEGEND

- (E) FIRE EXTINGUISHER IOLB - CLASS ABC UL RATING IA, 208C
- (E) EXIT LIGHTS W/ BATTERY BACK-UP
- (E) EXISTING EXIT DOORS

J.S. CADD DESIGN SERVICE

1426 Golf Link Dr.
 Stonemountain Ca. 30088
 Ph. (404) 502-8574
 E-mail swineyj@bellsouth.net

EXISTING FLOOR PLAN
 SCALE: 3/16" = 1'-0"

RELEASE FOR CONSTRUCTION

Designed by	John E. Swiney	Date	10/08/2018	Scale	3/16" = 1'-0"
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Location:	Moorish Medicine 323 Johnson St. Statenboro Ga. 30458	Sheet	A-2
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CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Sam Jones, District 2
Jeff Yawn, District 3
John Riggs, District 4
Derek Duke, District 5



Jonathan M. McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager and Sue Starling, City Clerk

From: Frank Neal, Interim Assistant City Manager

Date: December 18, 2018

RE: January 2, 2019 City Council Agenda Items

Policy Issue: *City of Statesboro Code of Ordinances: Statesboro Planning Commission Appointment of Office*

Recommendation: Staff recommends approval of the following appointee(s):

- (1) Russell Rosengart
- (2) Sean Fox

Background: Section 2-67 of Chapter 2 of the Statesboro Code of Ordinances states that the membership of the Statesboro Planning Commission shall consist of seven members who shall be appointed by the governing body. A resolution to re-appoint Russell Rosengart to the Statesboro Planning Commission for his first successive term. Also, a resolution to appoint Sean Fox to the Statesboro Planning Commission.

Budget Impact: None

Council Person and District: All

Attachments: Resolution 2019-02 & Resolution 2019-03

RESOLUTION 2019-02

APPOINTING RUSSELL ROSENGART TO THE STATESBORO PLANNING COMMISSION

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

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

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

WHEREAS, Russell Rosengart has made application for volunteer service to the Statesboro Planning Commission to the City of Statesboro; and

WHEREAS, there is currently a vacancy in Post 1; and

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

WHEREAS, the Mayor and City Council agree and affirm that Mr. Rosengart meets the qualifications of the City of Statesboro for service on the Statesboro Planning Commission and that Mr. Rosengart has both the knowledge and the character that will be beneficial to the Statesboro Planning Commission in discharging its responsibilities;

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

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

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

Adopted this ___ day of January, 2019.

By: Jonathan M. McCollar, Mayor

Attest: Sue Starling, City Clerk

RESOLUTION 2019-03

APPOINTING SEAN FOX TO THE STATESBORO PLANNING COMMISSION

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

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

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

WHEREAS, Sean Fox has made application for volunteer service to the Statesboro Planning Commission to the City of Statesboro; and

WHEREAS, there is currently a vacancy in Post 7; and

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

WHEREAS, the Mayor and City Council agree and affirm that Mr. Fox meets the qualifications of the City of Statesboro for service on the Statesboro Planning Commission and that Mr. Fox has both the knowledge and the character that will be beneficial to the Statesboro Planning Commission in discharging its responsibilities;

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

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

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

Adopted this ___ day of January, 2019.

By: Jonathan M. McCollar, Mayor

Attest: Sue Starling, City Clerk

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager
Sue Starling, City Clerk

From: Jason Boyles, Interim Assistant City Manager

Date: December 21, 2018

RE: January 2, 2019 City Council Agenda Item

Policy Issue: Consideration of a contract with Parker Engineering to provide professional services as contemplated in the 2018 TSPLOST intergovernmental agreement and passed ballot initiative.

Recommendation: Approval of attached proposed contract with Parker Engineering for design and related professional services for the installation of sidewalk along West Jones Avenue.

Background: TSPLOST was approved by Bulloch County voters on May 22, 2018 and on December 4, 2018 the TSPLOST CIP schedule was approved by city council. On November 19, 2018 staff received sealed proposals from firms for professional design services related to each transportation category in the TSPLOST program. A city evaluation committee reviewed those proposals and ranked each firm based on the merits of their proposals and demonstrated areas of experience and expertise. As previously discussed, for the duration of the five year TSPLOST program staff will be submitting for council approval design services by groups of projects based on the results of the proposals received.

Budget Impact: Paid for with 2018 TSPLOST proceeds.

Council Person and District: Sam Jones, District 2

Attachments: Proposed contract with Parker Engineering

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of January, 2019 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **PARKER ENGINEERING**, hereinafter referred to as "Contractor", party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the parties hereto, the Contractor hereby agrees to perform, and City agrees to compensate Contractor for, civil engineering services for sidewalk construction on West Jones Road, as described in the proposal dated December 19, 2018 to the Central Services Department, which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services"; provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the parties to take account of the date, if any, by which this Agreement is executed by both parties.
2. Contractor's compensation for the services, as outlined in the Scope of Services, shall be \$24,500.
3. Contractor shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City of Statesboro. Contractor's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Contractor for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
4. If any items in any invoices submitted by the Contractor are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

5. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Contractor's employees engaged in the performance of work under this contract. In addition, the Contractor agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Contractor be responsible for payment of any taxes relating to the City's income.
6. Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.
7. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Contractor agree to accept the remaining terms and conditions.
8. Should any part of this Agreement be declared unenforceable, all remaining sections shall remain in effect.
9. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Georgia. Venue for any legal action resulting from this Agreement shall lie in Bulloch County, Georgia.
10. Contractor hereby covenants and agrees that they will not discriminate, with reference to work to be performed pursuant hereto, against any employee or applicants because of age, race, color, religion, sex, disability, sexual orientation, genetic information or national origin.
11. All data, materials, documents, notes, memoranda, intellectual property, and other information provided or disclosed by Contractor to City, or otherwise used by Contractor to provide or perform any Scope of Services, in connection with this Agreement shall be owned solely and exclusively by Contractor and shall constitute the confidential and proprietary information of Contractor for all purposes hereunder (all the foregoing, collectively, "Contractor's Confidential Information"). The City shall neither copy, nor disclose nor distribute to any third party, any of Contractor's Confidential Information without Contractor's prior written consent unless required to do so by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et. seq.), other similar laws, in response to a court order, subpoena, or other legal process. Prior to any such disclosure the City shall notify the Contractor. Further, the City shall not use any such Contractor's Confidential Information, except to the extent permitted hereunder. The City's obligations under this Section 11 shall survive any termination or expiration of this Agreement, and promptly after any such termination

or expiration, or upon any request by Contractor, the City shall return to Contractor all such Contractor's Confidential Information and all copies thereof unless the City is required by law to retain the documents. In no event shall the City acquire any ownership or other rights in any Contractor's Confidential Information, whether by implication or otherwise, except to the extent expressly set forth herein. Subject to the foregoing in this Section 11, Contractor shall make available to the City all data, notes and memoranda completed during the Scope of Services and upon completion of the services will forward to the City the results of the Scope of Services for its use.

12. This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days' prior written notice. Upon termination Contractor shall be entitled to payment only for the actual cost of the work completed in conformity with this Agreement and any other costs actually incurred as are permitted by this Agreement.
13. All claims, disputes and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Georgia.
14. Contractor agrees, on behalf of City, to comply with the requirements of the Fair Credit Reporting Act. Contractor agrees to give notice to and obtain written authorization from every applicant prior to conducting any background investigation on said applicant.
15. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

WITNESS:

Parker Engineering

Vendor Number _____

Recommended by: _____
Randy Wetmore, City Manager

APPROVED AS TO FORM:

I Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____
Sue Starling, City Clerk

By: _____
Jonathan McCollar, Mayor



36 Courtland Street Suite B, Statesboro GA 30458
Phone: 912-764-7722
Email: wesley@parker-engineering.com

December 19, 2018

Mr. Jason Boyles
City of Statesboro
50 E Main Street
Statesboro, GA 30458

Re: Proposal PE18208 West Jones Road Sidewalk Construction

Dear Mr. Boyles,

Thank you for considering us to provide civil engineering services for the above referenced project. We understand that the City would like to install concrete sidewalk along West Jones Street from Main Street to Johnson Street, where sidewalk has not already been installed. Below is our proposal to complete the civil work for this location located in Statesboro, Ga:

SURVEY (Provided By Nevil & Lindsey Land Surveying)

- **Topographic Survey (Institute Street/West Jones Street intersection; Cromartie/Parker Street/West Jones Street intersection)**– Provide elevations, exact locations of roadways, all drainage/utility structures, driveways, mailboxes, and above ground items

COST--\$3,000

SIDEWALK CIVIL DESIGN AND PERMITTING SERVICES (West Jones Street from South Main Street to Institute Street; West Jones Street from Cromartie/Parker Street to Johnson Street)

- **Sidewalk construction plans** – Provide drawings and details to install proposed sidewalk, crosswalks and signage
- **Specifications** – Provide specifications for concrete, striping and signage
- **Client meetings/updates**
- **Crosswalk study and detail** – Provide calculations and/or design and/or details for two crosswalks across West Jones Road

COST--\$12,500

CONSTRUCTION PHASE SERVICES

- **Bidding Services** – Prepare construction documents, including plans and specifications necessary for contractor bidding of the project. Prepare a project advertisement, distribute



bid documents, attend a pre-bid meeting, prepare addenda to respond to bidder questions, attend a bid opening, analyze bid results and recommend award of the project.

- **Contract Administration Services** – Includes preparation of contracts for the project, arranging pre-construction meeting, responding to contractors' RFI's, review of pay requests, and preparation of change orders as required.
- **Construction Observation Services** – Perform weekly observation site visits during construction (and special visits as necessary) and a final site visit before project closeout.
- **Project Closeout and Record Drawings** -- Prepare close-out determination and record drawings for the City's use.

COST--\$9,000

EXCEPTIONS – The following items will not be covered by this proposal.

- As-Built surveying
- Subdivision plat surveying
- Wetlands permitting
- Testing
- Construction staking
- Boundary surveying

FEE SCHEDULE

Parker Engineering has determined its bid according to the following fee schedule:

Engineer:	\$105/hour
Administration:	\$40/hour

The City will be invoiced monthly based on the number of hours completed. The hourly fee schedule will be utilized to determine any additional costs should they occur.

REQUIRED ENGINEERING SERVICES **\$24,500**

Thank you for allowing us to present this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker".

Wesley Parker, PE

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager
Sue Starling, City Clerk

From: Jason Boyles, Interim Assistant City Manager

Date: December 21, 2018

RE: January 2, 2019 City Council Agenda Item

Policy Issue: Consideration of a contract with Parker Engineering to provide professional services as contemplated in the 2018 TSPLOST intergovernmental agreement and passed ballot initiative.

Recommendation: Approval of attached proposed contract with Parker Engineering for design and related professional services for the extension of sidewalk along Gentilly Road.

Background: TSPLOST was approved by Bulloch County voters on May 22, 2018 and on December 4, 2018 the TSPLOST CIP schedule was approved by city council. On November 19, 2018 staff received sealed proposals from firms for professional design services related to each transportation category in the TSPLOST program. A city evaluation committee reviewed those proposals and ranked each firm based on the merits of their proposals and demonstrated areas of experience and expertise. As previously discussed for the duration of the five year TSPLOST program staff will be submitting for council approval design services by groups of projects based on the results of the proposals received.

Budget Impact: Paid for with 2018 TSPLOST proceeds.

Council Person and District: Jeff Yawn, District 3

Attachments: Proposed contract with Parker Engineering

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of January, 2019 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **PARKER ENGINEERING**, hereinafter referred to as "Contractor", party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the parties hereto, the Contractor hereby agrees to perform, and City agrees to compensate Contractor for, civil engineering services for sidewalk construction on Gentilly Road, as described in the proposal dated December 19, 2018 to the Central Services Department, which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services"; provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the parties to take account of the date, if any, by which this Agreement is executed by both parties.
2. Contractor's compensation for the services, as outlined in the Scope of Services, shall be \$15,500.
3. Contractor shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City of Statesboro. Contractor's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Contractor for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
4. If any items in any invoices submitted by the Contractor are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

5. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Contractor's employees engaged in the performance of work under this contract. In addition, the Contractor agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Contractor be responsible for payment of any taxes relating to the City's income.
6. Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.
7. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Contractor agree to accept the remaining terms and conditions.
8. Should any part of this Agreement be declared unenforceable, all remaining sections shall remain in effect.
9. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Georgia. Venue for any legal action resulting from this Agreement shall lie in Bulloch County, Georgia.
10. Contractor hereby covenants and agrees that they will not discriminate, with reference to work to be performed pursuant hereto, against any employee or applicants because of age, race, color, religion, sex, disability, sexual orientation, genetic information or national origin.
11. All data, materials, documents, notes, memoranda, intellectual property, and other information provided or disclosed by Contractor to City, or otherwise used by Contractor to provide or perform any Scope of Services, in connection with this Agreement shall be owned solely and exclusively by Contractor and shall constitute the confidential and proprietary information of Contractor for all purposes hereunder (all the foregoing, collectively, "Contractor's Confidential Information"). The City shall neither copy, nor disclose nor distribute to any third party, any of Contractor's Confidential Information without Contractor's prior written consent unless required to do so by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et. seq.), other similar laws, in response to a court order, subpoena, or other legal process. Prior to any such disclosure the City shall notify the Contractor. Further, the City shall not use any such Contractor's Confidential Information, except to the extent permitted hereunder. The City's obligations under this Section 11 shall survive any termination or expiration of this Agreement, and promptly after any such termination

or expiration, or upon any request by Contractor, the City shall return to Contractor all such Contractor's Confidential Information and all copies thereof unless the City is required by law to retain the documents. In no event shall the City acquire any ownership or other rights in any Contractor's Confidential Information, whether by implication or otherwise, except to the extent expressly set forth herein. Subject to the foregoing in this Section 11, Contractor shall make available to the City all data, notes and memoranda completed during the Scope of Services and upon completion of the services will forward to the City the results of the Scope of Services for its use.

12. This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days' prior written notice. Upon termination Contractor shall be entitled to payment only for the actual cost of the work completed in conformity with this Agreement and any other costs actually incurred as are permitted by this Agreement.
13. All claims, disputes and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Georgia.
14. Contractor agrees, on behalf of City, to comply with the requirements of the Fair Credit Reporting Act. Contractor agrees to give notice to and obtain written authorization from every applicant prior to conducting any background investigation on said applicant.
15. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

WITNESS:

Parker Engineering

Vendor Number _____

Recommended by: _____
Randy Wetmore, City Manager

APPROVED AS TO FORM:

I Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____
Sue Starling, City Clerk

By: _____
Jonathan McCollar, Mayor



36 Courtland Street Suite B, Statesboro GA 30458
Phone: 912-764-7722
Email: wesley@parker-engineering.com

December 19, 2018

Mr. Jason Boyles
City of Statesboro
50 E Main Street
Statesboro, GA 30458

Re: Proposal PE18210 Gentilly Road Sidewalk Construction

Dear Mr. Boyles,

Thank you for considering us to provide civil engineering services for the above referenced project. We understand that the City would like to install concrete sidewalk along Gentilly Road from Jones Street to Savannah Avenue. Below is our proposal to complete the civil work for this location located in Statesboro, Ga:

SIDEWALK CIVIL DESIGN AND PERMITTING SERVICES (Gentilly Street from Jones Street to Savannah Avenue)

- **Sidewalk construction plans** – Provide drawings and details to install proposed sidewalk, crosswalks and signage
- **Specifications** – Provide specifications for concrete, striping and signage
- **Client meetings/updates**
- **Crosswalk study and detail** – Provide calculations and/or design and/or details for crosswalks across Gentilly and Grady Streets

COST--\$7,500

CONSTRUCTION PHASE SERVICES

- **Bidding Services** – Prepare construction documents, including plans and specifications necessary for contractor bidding of the project. Prepare a project advertisement, distribute bid documents, attend a pre-bid meeting, prepare addenda to respond to bidder questions, attend a bid opening, analyze bid results and recommend award of the project.
- **Contract Administration Services** – Includes preparation of contracts for the project, arranging pre-construction meeting, responding to contractors' RFI's, review of pay requests, and preparation of change orders as required.
- **Construction Observation Services** – Perform weekly observation site visits during construction (and special visits as necessary) and a final site visit before project closeout.
- **Project Closeout and Record Drawings** -- Prepare close-out determination and record drawings for the City's use.



COST--\$8,000

EXCEPTIONS – The following items will not be covered by this proposal.

- As-Built surveying
- Subdivision plat surveying
- Wetlands permitting
- Testing
- Construction staking
- Boundary surveying

FEE SCHEDULE

Parker Engineering has determined its bid according to the following fee schedule:

Engineer:	\$105/hour
Administration:	\$40/hour

The City will be invoiced monthly based on the number of hours completed. The hourly fee schedule will be utilized to determine any additional costs should they occur.

REQUIRED ENGINEERING SERVICES **\$15,500**

Thank you for allowing us to present this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker". The signature is written in a cursive, flowing style.

Wesley Parker, PE

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager
Sue Starling, City Clerk

From: Jason Boyles, Interim Assistant City Manager

Date: December 21, 2018

RE: January 2, 2019 City Council Agenda Item

Policy Issue: Consideration of a contract with Parker Engineering to provide professional services as contemplated in the 2018 TSPLOST intergovernmental agreement and passed ballot initiative.

Recommendation: Approval of attached proposed contract with Parker Engineering for design and related professional services for the installation of sidewalk along Herty Drive and South Edgewood Drive and installation of a pedestrian bridge at Edgewood Park.

Background: TSPLOST was approved by Bulloch County voters on May 22, 2018 and on December 4, 2018 the TSPLOST CIP schedule was approved by city council. On November 19, 2018 staff received sealed proposals from firms for professional design services related to each transportation category in the TSPLOST program. A city evaluation committee reviewed those proposals and ranked each firm based on the merits of their proposals and demonstrated areas of experience and expertise. As previously discussed, for the duration of the five year TSPLOST program staff will be submitting for council approval design services by groups of projects based on the results of the proposals received.

Budget Impact: Paid for with 2018 TSPLOST proceeds.

Council Person and District: John Riggs, District 4

Attachments: Proposed contract with Parker Engineering

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of January, 2019 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **PARKER ENGINEERING**, hereinafter referred to as "Contractor", party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the parties hereto, the Contractor hereby agrees to perform, and City agrees to compensate Contractor for, civil engineering services for the Herty Drive/ South Edgewood sidewalk construction, as described in the proposal dated December 19, 2018 to the Central Services Department, which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services"; provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the parties to take account of the date, if any, by which this Agreement is executed by both parties.
2. Contractor's compensation for the services, as outlined in the Scope of Services, shall be \$34,435.
3. Contractor shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City of Statesboro. Contractor's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Contractor for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
4. If any items in any invoices submitted by the Contractor are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

5. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Contractor's employees engaged in the performance of work under this contract. In addition, the Contractor agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Contractor be responsible for payment of any taxes relating to the City's income.
6. Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.
7. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Contractor agree to accept the remaining terms and conditions.
8. Should any part of this Agreement be declared unenforceable, all remaining sections shall remain in effect.
9. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Georgia. Venue for any legal action resulting from this Agreement shall lie in Bulloch County, Georgia.
10. Contractor hereby covenants and agrees that they will not discriminate, with reference to work to be performed pursuant hereto, against any employee or applicants because of age, race, color, religion, sex, disability, sexual orientation, genetic information or national origin.
11. All data, materials, documents, notes, memoranda, intellectual property, and other information provided or disclosed by Contractor to City, or otherwise used by Contractor to provide or perform any Scope of Services, in connection with this Agreement shall be owned solely and exclusively by Contractor and shall constitute the confidential and proprietary information of Contractor for all purposes hereunder (all the foregoing, collectively, "Contractor's Confidential Information"). The City shall neither copy, nor disclose nor distribute to any third party, any of Contractor's Confidential Information without Contractor's prior written consent unless required to do so by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et. seq.), other similar laws, in response to a court order, subpoena, or other legal process. Prior to any such disclosure the City shall notify the Contractor. Further, the City shall not use any such Contractor's Confidential Information, except to the extent permitted hereunder. The City's obligations under this Section 11 shall survive any termination or expiration of this Agreement, and promptly after any such termination

or expiration, or upon any request by Contractor, the City shall return to Contractor all such Contractor's Confidential Information and all copies thereof unless the City is required by law to retain the documents. In no event shall the City acquire any ownership or other rights in any Contractor's Confidential Information, whether by implication or otherwise, except to the extent expressly set forth herein. Subject to the foregoing in this Section 11, Contractor shall make available to the City all data, notes and memoranda completed during the Scope of Services and upon completion of the services will forward to the City the results of the Scope of Services for its use.

12. This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days' prior written notice. Upon termination Contractor shall be entitled to payment only for the actual cost of the work completed in conformity with this Agreement and any other costs actually incurred as are permitted by this Agreement.
13. All claims, disputes and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Georgia.
14. Contractor agrees, on behalf of City, to comply with the requirements of the Fair Credit Reporting Act. Contractor agrees to give notice to and obtain written authorization from every applicant prior to conducting any background investigation on said applicant.
15. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

WITNESS:

Parker Engineering

Vendor Number _____

Recommended by: _____
Randy Wetmore, City Manager

APPROVED AS TO FORM:

I Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____
Sue Starling, City Clerk

By: _____
Jonathan McCollar, Mayor



36 Courtland Street Suite B, Statesboro GA 30458
Phone: 912-764-7722
Email: wesley@parker-engineering.com

December 19, 2018

Mr. Jason Boyles
City of Statesboro
50 E Main Street
Statesboro, GA 30458

Re: Proposal PE18209 Herty Drive and South Edgewood Sidewalk Construction

Dear Mr. Boyles,

Thank you for considering us to provide civil engineering services for the above referenced project. We understand that the City would like to install concrete sidewalk along Herty Street from Highway 67 to Gentilly Road, where sidewalk has not already been installed and to install a traffic island with pedestrian crosswalk across Gentilly Road. We further understand that the City would like to install concrete sidewalk along South Edgewood from Gentilly Road to the pond park near Rowand Circle (and addressing impacted drainage along that corridor) and to install a pedestrian bridge over a portion of the pond at the park. Below is our proposal to complete the civil work for this location located in Statesboro, Ga:

SURVEY (Provided By James Anderson & Associates, Inc.)

- **Topographic Survey (See attached letter from surveyor for description)**

COST--\$11,435

SIDEWALK AND PEDESTRIAN BRIDGE CIVIL DESIGN AND PERMITTING SERVICES (Herty Drive from Highway 67 to Gentilly Road; South Edgewood Drive from Gentilly Road to pond park)

- **Sidewalk and Drainage construction plans** – Provide drawings and details to install proposed sidewalk, associated drainage, crosswalks and signage
- **Pedestrian Refuge/Crosswalk Design** – Provide drawings and details to install landscaped traffic island with pedestrian crossing
- **Specifications** – Provide specifications for concrete, striping and signage, and pedestrian bridge
- **Pedestrian Bridge construction plans** – Provide drawings and details to install a pedestrian bridge over a portion of the park's pond
- **Client meetings/updates**

COST--\$14,000



CONSTRUCTION PHASE SERVICES

- **Bidding Services** – Prepare construction documents, including plans and specifications necessary for contractor bidding of the project. Prepare a project advertisement, distribute bid documents, attend a pre-bid meeting, prepare addenda to respond to bidder questions, attend a bid opening, analyze bid results and recommend award of the project.
- **Contract Administration Services** – Includes preparation of contracts for the project, arranging pre-construction meeting, responding to contractors' RFI's, review of pay requests, and preparation of change orders as required.
- **Construction Observation Services** – Perform weekly observation site visits during construction (and special visits as necessary) and a final site visit before project closeout.
- **Project Closeout and Record Drawings** -- Prepare close-out determination and record drawings for the City's use.

COST--\$9,000

EXCEPTIONS – The following items will not be covered by this proposal.

- As-Built surveying
- Subdivision plat surveying
- Wetlands permitting
- Testing
- Construction staking
- Boundary surveying

FEE SCHEDULE

Parker Engineering has determined its bid according to the following fee schedule:

Engineer:	\$105/hour
Administration:	\$40/hour

The City will be invoiced monthly based on the number of hours completed. The hourly fee schedule will be utilized to determine any additional costs should they occur.

REQUIRED ENGINEERING SERVICES

\$34,435



Thank you for allowing us to present this proposal.

Sincerely,

A handwritten signature in blue ink that reads "Wesley Parker". The signature is written in a cursive, flowing style.

Wesley Parker, PE

CITY OF STATESBORO

COUNCIL
Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager
Sue Starling, City Clerk

From: Jason Boyles, Interim Assistant City Manager

Date: December 21, 2018

RE: January 2, 2019 City Council Agenda Item

Policy Issue: Consideration of a contract with Maxwell-Reddick and Associates to provide professional services as contemplated in the 2018 TSPLOST intergovernmental agreement and passed ballot initiative.

Recommendation: Approval of attached proposed contract with Maxwell-Reddick and Associates for design and related professional services for the extension of sidewalk and related roadway improvements along East Main Street and Packinghouse Road.

Background: TSPLOST was approved by Bulloch County voters on May 22, 2018 and on December 4, 2018 the TSPLOST CIP schedule was approved by city council. On November 19, 2018 staff received sealed proposals from firms for professional design services related to each transportation category in the TSPLOST program. A city evaluation committee reviewed those proposals and ranked each firm based on the merits of their proposals and demonstrated areas of experience and expertise. As previously discussed staff will be submitting for council approval design services by groups of projects based on the results of the proposals received for the duration of the five year TSPLOST program.

Budget Impact: Paid for with 2018 TSPLOST proceeds.

Council Person and District: Phil Boyum, District 1

Attachments: Proposed contract with Maxwell-Reddick & Associates

AGREEMENT

THIS AGREEMENT (Agreement") is made and entered into this _____ day of January, 2019 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **MAXWELL-REDDICK AND ASSOCIATES**, hereinafter referred to as "Contractor", party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the parties hereto, the Contractor hereby agrees to perform, and City agrees to compensate Contractor for, all necessary services to provide Planning & Coordination, Land Surveying, Civil Engineering Design, Permitting, Bidding, and Construction Administration/Observation Services for proposed sidewalk installations along East Main St from Lester Road to Packinghouse Road **and** along Packinghouse Road from East Main Street to US Highway 301 North, as described in the proposal dated December 19, 2018 to the Central Services Department, which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services"; provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the parties to take account of the date, if any, by which this Agreement is executed by both parties.
2. Contractor's compensation for the services, as outlined in the Scope of Services, shall not exceed \$102,000 for Proposal items 1-7. Optional Proposal items 8 & 9 are not included in referenced maximum total and shall be billed based upon the schedule of hourly rates attached to the Proposal.
3. Contractor shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City of Statesboro. Contractor's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Contractor for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
4. If any items in any invoices submitted by the Contractor are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify

Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

5. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Contractor's employees engaged in the performance of work under this contract. In addition, the Contractor agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Contractor be responsible for payment of any taxes relating to the City's income.
6. Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.
7. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Contractor agree to accept the remaining terms and conditions.
8. Should any part of this Agreement be declared unenforceable, all remaining sections shall remain in effect.
9. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Georgia. Venue for any legal action resulting from this Agreement shall lie in Bulloch County, Georgia.
10. Contractor hereby covenants and agrees that they will not discriminate, with reference to work to be performed pursuant hereto, against any employee or applicants because of age, race, color, religion, sex, disability, sexual orientation, genetic information or national origin.
11. All data, materials, documents, notes, memoranda, intellectual property, and other information provided or disclosed by Contractor to City, or otherwise used by Contractor to provide or perform any Scope of Services, in connection with this Agreement shall be owned solely and exclusively by Contractor and shall constitute the confidential and proprietary information of Contractor for all purposes hereunder (all the foregoing, collectively, "Contractor's Confidential Information"). The City shall neither copy, nor disclose nor distribute to any third party, any of Contractor's Confidential Information without Contractor's prior written consent unless required

to do so by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et. seq.), other similar laws, in response to a court order, subpoena, or other legal process. Prior to any such disclosure the City shall notify the Contractor. Further, the City shall not use any such Contractor's Confidential Information, except to the extent permitted hereunder. The City's obligations under this Section 11 shall survive any termination or expiration of this Agreement, and promptly after any such termination or expiration, or upon any request by Contractor, the City shall return to Contractor all such Contractor's' Confidential Information and all copies thereof unless the City is required by law to retain the documents. In no event shall the City acquire any ownership or other rights in any Contractor's Confidential Information, whether by implication or otherwise, except to the extent expressly set forth herein. Subject to the foregoing in this Section 11, Contractor shall make available to the City all data, notes and memoranda completed during the Scope of Services and upon completion of the services will forward to the City the results of the Scope of Services for its use.

12. This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days' prior written notice. Upon termination Contractor shall be entitled to payment only for the actual cost of the work completed in conformity with this Agreement and any other costs actually incurred as are permitted by this Agreement.
13. All claims, disputes and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Georgia.
14. Contractor agrees, on behalf of City, to comply with the requirements of the Fair Credit Reporting Act. Contractor agrees to give notice to and obtain written authorization from every applicant prior to conducting any background investigation on said applicant.
15. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

WITNESS:

Maxwell-Reddick & Assoc.

Vendor Number _____

Recommended by: _____
Randy Wetmore, City Manager

APPROVED AS TO FORM:

I Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____
Sue Starling, City Clerk

By: _____
Jonathan McCollar, Mayor



December 19, 2018

Mr. Jason Boyles
Interim Asst. City Manager
City of Statesboro
50 East Main St.
Statesboro, GA 30458

RE: Professional Services Fee Proposal for Proposed Sidewalk Installations
Along E. Main St. (SR 24) from Lester Rd. to Packinghouse Rd. (approx. 1850 LF) **and**
Along Packinghouse Rd. from E. Main St. to US Hwy 301N (approx. 5200 LF)
Statesboro, GA

Dear Mr. Boyles:

Maxwell-Reddick and Associates, Inc. is pleased to submit a Fee Proposal to perform Planning & Coordination, Land Surveying, Civil Engineering Design, Permitting, Bidding and Construction Administration/ Observation Services for the referenced project. Our proposed fees are based on the following scope of services:

- 1. Planning & Coordination Meetings:** A considerable amount of early planning and coordination is typically required for projects of this type. Experience with similar projects in the area illustrates the need for several planning meetings in order to determine the best location for the sidewalk, identify any significant conflicts, determine stormwater drainage challenges, and to estimate property/ easement acquisition needs. Additionally, several coordination meetings will be needed with the Georgia Dept. of Transportation, Utility Companies, City staff and property owners. *See Note.*
Proposed Fee: Hourly, Not to Exceed \$3000
Note: For this proposal, Fee is based on a total of 12 meetings.
- 2. Topographic Survey:** A topographic survey will be performed within the rights of way (plus 15' outside of right of way) along approximately 1.3 miles of roadway. Topographic survey will be to 1' contour intervals with additional spot elevations taken as necessary to provide sufficient information for developing construction plans for sidewalk (to be located only on one side of the roadway), curb and gutter, storm drainage infrastructure modifications or alterations, and utility relocations. Data to be collected will include EOP, drainage infrastructure, above ground utilities, underground utilities (if clearly marked after UPC call-in), pavement markings, signage, driveways, ditches, trees, mailboxes and other pertinent physical features. In addition to the topographic information collected, surveying services will include locating property corners and right of way corners and identifying adjacent property owners. *See Note.*
Proposed Fee \$29,000
Note: Property corner and property owner information to be obtained utilizing plats available on Tax Assessor's Website, and not from formal title searches.

3. **Pedestrian Crossing Study (E. Main St.):** Due to E. Main St. (SR 24) being a State Route owned, maintained and regulated by the Georgia Dept. of Transportation, a study will be required to determine the location and type of pedestrian crossing. Study includes applicable data gathering, limited surveying, and analysis.

Proposed Fee \$2500

4. **Civil Design** to include the following:

- Existing Conditions and Demolition Plan
- Staking or Layout plan
- Sidewalk Horizontal Alignment Plans for both roadways
- Grading, Paving & Drainage Plans for both roadways
- Utility Relocation Plans (*where applicable and when adequate pre-design data is available*)
- Encroachment Plans
- Pedestrian Safety Barrier Plans for outlet side of large culverts located on Packinghouse Rd.
- Soil Erosion, Sedimentation and Pollution Control Plans (*assuming an NPDES Plan will not be required due to limited soil disturbance anticipated*)
- Specifications and Details
- Hydrology Study
- Development of Engineer's Costs Estimates (*separate estimates for each roadway*)

Proposed Fee \$49,000

5. **Permits/Approvals/Construction Notices:** Includes assisting the client with applying for known permits and obtaining approvals normally required for projects of this type. Also includes completing and submitting forms to the appropriate agencies having jurisdiction. The anticipated permits/approvals/notices and the agency responsible for reviews/approvals are identified as follows:

- Land Disturbing Activity Permit (City of Statesboro) *Assumes an NOI not reqd.*
- Encroachment Permits (Georgia Dept. of Transportation)

Proposed Fee \$2,500.00

Note: All applicable permit/approval/notice fees to be paid by client.

6. **Bidding Process:** Maxwell-Reddick and Associates, Inc. will administer the bidding process to include the following:

- Advertise for Bid (client to pay for actual advertisements)
- Distribute electronic bid documents
- Facilitate a pre-bid conference
- Respond to requests for information or questions
- Distribute Addenda, if necessary
- Facilitate the bid opening
- Review bids and make recommendation of award
- Assist client with the execution of construction contract and associated bonds, and the awarding of contract

Proposed Fee: \$3,500.00

7. **Construction Administration and Observations:** Maxwell-Reddick and Associates, Inc. can provide these services at whatever level desired. Typical services can include reviewing contractor submittals, responding to contractor questions, reviewing contractor pay requests, interpreting design drawings and preparing change orders (contract amendments) when necessary, performing construction observation, weekly reports, overseeing any required testing, providing certifications to applicable agencies, assisting the City with the coordination of utility relocations and acting as a liaison to applicable regulatory agencies (see note).
Proposed Fee: Hourly, Not to Exceed \$12,500
Note: This Fee assumes averaging 1 site visit per week for the duration of the project estimated to be 6 months.

8. **Right of Way or Easement Acquisition:** At this time, the extent of R/W or Easement Acquisition is unknown, however, Maxwell-Reddick is qualified to assist with acquiring R/W or Easements to whatever level desired. Typical associated services can include developing plats, flagging proposed areas to be acquired and meeting with City Staff and/or property owners.
Proposed Fee: Hourly (See attached Rate Schedule)

9. **Additional Services:** Services beyond those described in this document's scope of services can be provided if requested by the owner. Additional services include but are not necessarily limited to the following: additional surveying beyond that described herein, additional consulting, plan revisions and/or challenges to regulatory agency commentary initiated by client after approval of final plans.
Proposed Fee: Hourly (Rate Schedule attached)

10. **Professional Services specifically excluded from this proposal:**
 - Landscape Plan
 - Irrigation Plans
 - Lighting Plans
 - "As-Built" Drawings
 - Power, Communication, Cable Service Plans for new services
 - Construction Staking
 - NPDES plans or associated Sampling and Reporting

The Total Fee for our Land Surveying and Engineering services for this project is \$102,000*

**This fee does not include Item 8 which can be performed as Additional Services.*

Please find attached, Maxwell-Reddick and Associates, Inc. Standard Hourly Rate Schedule, which is a part of this proposal/agreement. If any of the above services are not required, please advise us and we will adjust our fee proposal accordingly. The proposed fees and the hourly rates provided herein will be honored for a period of 12 months.

We appreciate being given the opportunity to provide you with a fee proposal for this project. If you have any questions, feel free to contact me at 912-489-7112.

Sincerely,



Robert Cheshire, P.E.

cc: Charles J. (Joey) Maxwell, P.E.
David Hendrix, P.E.

Attachment: Hourly Rate Schedule/Reimbursable Expenses Schedule

SCHEDULE OF HOURLY RATES

Professional Civil Engineer	130.00
Civil Engineer	110.00
Civil Designer	100.00
Civil Technician	80.00
Registered Land Surveyor	110.00
Survey Crew	150.00

SCHEDULE OF REIMBURSABLE EXPENSES

REPRODUCTION COSTS:

Plan Sheets	\$5.00 per sheet
Specifications	\$0.25 per sheet
Other	Actual cost + 10%

OVERNIGHT PACKAGES: Cost + 10%

TRAVEL:

Auto Mileage \$0.55 per mile

AIRFARE:

Actual Cost Economy Class – Domestic
Business Class – Foreign

REIMBURSIBLE EXPENSES Cost + 10%

ROOM AND BOARD: At Actual Cost

CITY OF STATESBORO

COUNCIL
Phillip A. Boyum
Sam Lee Jones
Jeff B. Yawn
John C. Riggs
Derek Duke



Jonathan McCollar, Mayor
Randy Wetmore, City Manager
Sue Starling, City Clerk
I. Cain Smith, City Attorney

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

To: Randy Wetmore, City Manager
Sue Starling, City Clerk

From: Jason Boyles, Interim Assistant City Manager

Date: December 21, 2018

RE: January 2, 2019 City Council Agenda Item

Policy Issue: Consideration of a contract with Maxwell-Reddick and Associates to provide professional services as contemplated in the 2018 TSPLOST intergovernmental agreement and passed ballot initiative.

Recommendation: Approval of attached proposed contract with Maxwell-Reddick and Associates for design and related professional services for roadway improvements along Stillwell Street and intersection improvements on Stillwell Street at South Zetterower Avenue.

Background: TSPLOST was approved by Bulloch County voters on May 22, 2018 and on December 4, 2018 the TSPLOST CIP schedule was approved by city council. On November 19, 2018 staff received sealed proposals from firms for professional design services related to each transportation category in the TSPLOST program. A city evaluation committee reviewed those proposals and ranked each firm based on the merits of their proposals and demonstrated areas of experience and expertise. As previously discussed staff will be submitting for council approval design services by groups of projects based on the results of the proposals received for the duration of the five year TSPLOST program.

Budget Impact: Paid for with 2018 T-SPLOST proceeds.

Council Person and District: Jeff Yawn, District 3

Attachments: Proposed contract with Maxwell-Reddick & Associates

AGREEMENT

THIS AGREEMENT (Agreement") is made and entered into this _____ day of January, 2019 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **MAXWELL-REDDICK AND ASSOCIATES**, hereinafter referred to as "Contractor", party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the parties hereto, the Contractor hereby agrees to perform, and City agrees to compensate Contractor for, all necessary services to provide Planning & Coordination, Land Surveying, Civil Engineering Design, Permitting, Bidding, and Construction Administration/Observation Services for proposed roadway and intersection improvements along Stillwell Street from South Zetterower Avenue to Park Avenue and at the intersection of Stillwell and Zetterower , as described in the proposal dated December 19, 2018 to the Central Services Department, which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services"; provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the parties to take account of the date, if any, by which this Agreement is executed by both parties.
2. Contractor's compensation for the services outlined in the Scope of Services is outlined in the Proposal and its attached schedule of hourly rates. Proposed compensation is \$60,250 in addition to hourly charges by Contractor personnel performing Phase I planning, coordination, and due diligence.
3. Contractor shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City of Statesboro. Contractor's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Contractor for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
4. If any items in any invoices submitted by the Contractor are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify

Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

5. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Contractor's employees engaged in the performance of work under this contract. In addition, the Contractor agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Contractor be responsible for payment of any taxes relating to the City's income.
6. Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.
7. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Contractor agree to accept the remaining terms and conditions.
8. Should any part of this Agreement be declared unenforceable, all remaining sections shall remain in effect.
9. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Georgia. Venue for any legal action resulting from this Agreement shall lie in Bulloch County, Georgia.
10. Contractor hereby covenants and agrees that they will not discriminate, with reference to work to be performed pursuant hereto, against any employee or applicants because of age, race, color, religion, sex, disability, sexual orientation, genetic information or national origin.
11. All data, materials, documents, notes, memoranda, intellectual property, and other information provided or disclosed by Contractor to City, or otherwise used by Contractor to provide or perform any Scope of Services, in connection with this Agreement shall be owned solely and exclusively by Contractor and shall constitute the confidential and proprietary information of Contractor for all purposes hereunder (all the foregoing, collectively, "Contractor's Confidential Information"). The City shall neither copy, nor disclose nor distribute to any third party, any of Contractor's Confidential Information without Contractor's prior written consent unless required

to do so by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et. seq.), other similar laws, in response to a court order, subpoena, or other legal process. Prior to any such disclosure the City shall notify the Contractor. Further, the City shall not use any such Contractor's Confidential Information, except to the extent permitted hereunder. The City's obligations under this Section 11 shall survive any termination or expiration of this Agreement, and promptly after any such termination or expiration, or upon any request by Contractor, the City shall return to Contractor all such Contractor's Confidential Information and all copies thereof unless the City is required by law to retain the documents. In no event shall the City acquire any ownership or other rights in any Contractor's Confidential Information, whether by implication or otherwise, except to the extent expressly set forth herein. Subject to the foregoing in this Section 11, Contractor shall make available to the City all data, notes and memoranda completed during the Scope of Services and upon completion of the services will forward to the City the results of the Scope of Services for its use.

12. This Agreement may be terminated by either party at any time and for any reason upon thirty (30) days' prior written notice. Upon termination Contractor shall be entitled to payment only for the actual cost of the work completed in conformity with this Agreement and any other costs actually incurred as are permitted by this Agreement.
13. All claims, disputes and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Georgia.
14. Contractor agrees, on behalf of City, to comply with the requirements of the Fair Credit Reporting Act. Contractor agrees to give notice to and obtain written authorization from every applicant prior to conducting any background investigation on said applicant.
15. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

WITNESS:

Maxwell-Reddick & Assoc.

Vendor Number_____

Recommended by: _____
Randy Wetmore, City Manager

APPROVED AS TO FORM:

I Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____
Sue Starling, City Clerk

By: _____
Jonathan McCollar, Mayor



December 19, 2018

Mr. Jason Boyles
Interim Asst. City Manager
City of Statesboro
50 East Main St.
Statesboro, GA 30458

**RE: Professional Services Fee Proposal for Proposed Roadway & Int. Improvements
Along Stillwell St. from S. Zetterower Ave. to Park Ave. (approx. 900 LF) and
at the Intersection of Stillwell St. and S. Zetterower Ave.
Statesboro, GA**

Dear Mr. Boyles:

Maxwell-Reddick and Associates, Inc. is pleased to submit a Fee Proposal to perform Planning & Coordination, Land Surveying, Civil Engineering Design, Permitting, Bidding and Construction Administration/ Observation Services for the referenced project.

A considerable amount of early planning and coordination will be required for this project because Stillwell St. is not presently located within right of way owned and maintained by the City of Statesboro. Although the City "may" have a prescriptive right to utilize the street, it appears from an earlier survey provided by the City of Statesboro, that a portion of Stillwell St. is located within Railroad R/W and the remainder is located on property owned by a private company. Therefore, this proposal is broken into two (2) phases which allows the City to discontinue our services, if the findings from Phase I don't justify performing Phase II. Our proposed fees are based on the following scope of services:

Phase I

1. **Planning, Coordination & Due Diligence:** Includes, but is not limited to, assisting the City of Statesboro with:
 - Determining the accuracy of right of way ownership assumptions and desired right of way or easement needs.
 - Identifying contacts and determining if the entities who currently own the property where Stillwell St. is located are interested in conveying sufficient right of way to the City of Statesboro.
 - Determining what improvements these same entities would either like to see implemented or would allow to be implemented.
 - Assessing the roadway to determine existing roadway deficiencies such as structural condition, geometric issues, drainage problems, traffic problems, intersection efficiency, and the like.

- Utilizing Traffic Study to determine potential improvements to incorporate into Preliminary Plans
- Utilizing Preliminary Plans (see Task #4) to determine Right of Way and/ or Easement needs.

Proposed Fee: Hourly (Rate Schedule Attached)

2. **Perform Traffic Study/ Analysis for Stillwell St. @ S. Zetterower Ave. Intersection and Brannen St. @ S. Zetterower Ave. Intersection:** Maxwell-Reddick and Associates will retain the services of Vern Wilburn Engineering to perform a traffic study of the referenced intersections. Data collected will include traffic counts, turn movements and accident reports. Capacity analysis will be used to evaluate the existing conditions of both intersections. Study will provide recommendations with potential improvement options. This information will be utilized to help develop the Preliminary Plans and the Preliminary Cost Estimate.

Proposed Fee \$5,250

3. **Supplemental Topographic Survey:** Perform supplemental topographic survey in order to obtain additional spot elevations, additional data outside existing right of way, and other supplementary information needed to perform engineering grade design.

Proposed Fee \$5000

4. **Develop Preliminary Plans and a Preliminary Construction Cost Estimate:** Develop preliminary plans to use to establish a base line for future detailed design (if City decides to proceed). Preliminary plans to include proposed street width, basic drainage infrastructure, easily identified utility relocations, driveways, and basic geometric improvements. Preliminary plans will be utilized to help determine right of way and easement needs. Preliminary plans will also be used to assist with some of the determinations being made during the Planning and Due Diligence period. Preliminary construction cost estimate to be developed as well.

Proposed Fee \$10,000

The Total Proposed Fee for Phase I Professional Services is \$20,250*

**Note: This Fee does not include Item 1 which will be performed on an Hourly Basis*

Phase II

5. **Civil Design (Final Construction Plans)** to include the following:
 - Existing Conditions and Demolition Plan
 - Staking or Layout plan
 - Grading, Paving & Drainage Plans
 - Typical Roadway Section
 - Utility Relocation Plans (*where applicable and when adequate pre-design data is available*)
 - Soil Erosion, Sedimentation and Pollution Control Plans (*assuming an NPDES Plan will not be required due to limited soil disturbance*)
 - Specifications and Details
 - Hydrology Study
 - Development of Engineer's Costs Estimate
 - Submittals to applicable agencies for review

Proposed Fee \$24,000

Note: Any applicable permit/approval/notice fees to be paid by client.

6. **Develop Two (2) Right of Way Plats:** At this time, the full extent of R/W Acquisition is unknown, however, Maxwell-Reddick has provided an estimated fee based on developing two (2) plats to be utilized to acquire a “standard width” Right of Way from the Railroad Company and the Private Business Owner who currently own the property where Stillwell St. is located. *See Note.*

Proposed Fee \$5,000

Note: Additional plats, if needed, can be provided under “Additional Services”.

7. **Bidding Process:** Maxwell-Reddick and Associates, Inc. will administer the bidding process to include the following:

- Advertise for Bid (*client to pay for advertisements*)
- Distribute electronic bid documents
- Facilitate a pre-bid conference
- Respond to requests for information or questions
- Distribute addenda, if necessary
- Facilitate the bid opening
- Review bids and make recommendation of award
- Assist client with the execution of construction contract and associated bonds, and the awarding of contract

Proposed Fee: \$3,500.00

8. **Construction Administration and Observations:** Maxwell-Reddick and Associates, Inc. can provide these services at whatever level desired. Typical services include reviewing contractor submittals, responding to contractor questions, reviewing/approving contractor pay requests, interpreting design drawings and preparing change orders (contract amendments) when necessary, performing construction observations, providing weekly reports, overseeing any required testing and assisting the City with the coordination of utility relocations. *See Note.*

Proposed Fee: Hourly, Not to Exceed \$7,500

Note: This Fee assumes averaging 1 site visit per week for the duration of the project estimated to be 4 months.

9. **Additional Services:** Services beyond those described in this document’s scope of services can be provided if requested by the owner. Additional services include but are not limited to the following: additional surveying beyond that described herein, additional consulting, plan revisions and/or challenges initiated by client after approval of final plans.

Proposed Fee: Hourly (Rate Schedule attached)

10. **Professional Services specifically excluded from this proposal:**

- Landscape & Irrigation Plans
- Lighting Plans
- “As-Built” Drawings
- Power, Communication, Cable Service Plans for new services
- Construction Staking
- NPDES Plans or associated Sampling and Reporting
- Traffic Signal Design (if warranted)

The Total Fee for Phase II Professional Services is \$40,000

Please find attached, Maxwell-Reddick and Associates, Inc. Standard Hourly Rate Schedule, which is a part of this proposal/agreement. If any of the above services are not required, please advise us and we will adjust our fee proposal accordingly. The proposed fees and the hourly rates provided herein will be honored for a period of 12 months.

We appreciate being given the opportunity to provide you with a fee proposal for this project. If you have any questions, feel free to contact me at 912-489-7112.

Sincerely,



Robert Cheshire, P.E.

cc: Charles J. (Joey) Maxwell, P.E.
David Hendrix, P.E.

Attachments: Hourly Rate Schedule/Reimbursable Expenses Schedule

SCHEDULE OF HOURLY RATES

Professional Civil Engineer	130.00
Civil Engineer	110.00
Civil Designer	100.00
Civil Technician	80.00
Registered Land Surveyor	110.00
Survey Crew	150.00

SCHEDULE OF REIMBURSABLE EXPENSES

REPRODUCTION COSTS:

Plan Sheets	\$5.00 per sheet
Specifications	\$0.25 per sheet
Other	Actual cost + 10%

OVERNIGHT PACKAGES: Cost + 10%

TRAVEL:

Auto Mileage \$0.55 per mile

AIRFARE:

Actual Cost Economy Class – Domestic
Business Class – Foreign

REIMBURSIBLE EXPENSES Cost + 10%

ROOM AND BOARD: At Actual Cost