



March 16, 2021 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember John Riggs
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 02-12-2021 Executive Session Minutes
 - b) 03-02-2021 Council Minutes
 - c) 03-02-2021 Executive Session Minutes
 - B) Consideration of a motion to declare equipment in the Public Works & Engineering Department as surplus and approve disposition of said equipment.
5. Public Hearing and Consideration of a Motion to Approve **Application V-21-02-01**: Jason McGibboney requests a variance from Article V, Section 503(D) of the Statesboro Zoning Ordinance on 1.03 acres of property located at 378 Savannah Avenue in order to construct a new addition to the existing office (Tax Parcel# S52 000021 000).
6. Public Hearing and Consideration of a Motion to Approve **Application SE-21-02-01**: Alivia Lloyd requests a special exception from Article IX, Section 901 on 0.49 acres of property located at 372 Savannah Avenue in order to operate a retail tea shop in the existing building (Tax Parcel # S52 000020 000).
7. Public Hearing & Consideration of a Motion to approve application for an alcohol license Sec. 6-5:

Food Lion LLC
325 Northside Dr E
Statesboro, Ga 30458
Owner: Food Lion
8. Consideration of a Motion to approve **Resolution 2021-13**: A Resolution amending the job position classification and compensation to reclassify the position from Customer Service Representative to Utility Billing Clerk.
9. Consideration of a Motion to Approve **Resolution 2021-14**: A Resolution Approving Application for Funding in the amount of \$5,000.00 from the 2021 Cigarette Litter Stand Request Form - KAB Community Grant Application.

10. Consideration of a Motion to Approve **Resolution 2021-15**: A Resolution Approving Application for Funding in the amount of \$2,500 to \$20,000 from the 2021 Cigarette Litter Prevention Program (CLPP) Keep America Beautiful Community Grant Application.
11. Consideration of a Motion to Approve **Resolution 2021-16**: A Resolution Approving Application for Funding in the amount of \$5,000.00 from the 2021 UPS Community & Recovery Tree Planting - KAB Community Grant Application.
12. Consideration of a Motion to approve a contract with South Georgia Family Medicine Associates PC (John Gerguis, M.D.) to serve as the Statesboro Fire Departments Physician (also referred to as Statesboro Fire Department Medical Director).
13. Consideration of a motion to approve award of contract to GameTime in the amount of \$499,684.22 and authorize the Mayor to execute contract documents for installation of playground equipment at Luetta Moore Park and Grady Street Park.
14. Other Business from City Council
15. City Managers Comments
16. Public Comments (General)
17. 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)
18. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
COUNCIL MINUTES
MARCH 2, 2021**

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

Call to Order

Mayor Jonathan McCollar called the meeting to order

Invocation and Pledge

Councilmember Venus Mack gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Paulette Chavers	Mayor Pro Tem	Present	
Venus Mack	Councilmember	Via Zoom	
John Riggs	Councilmember	Via Zoom	
Shari Barr	Councilmember	Present	

Other staff present: City Manager Charles Penny, Assistant City Manager Jason Boyles, Public Information Officer Layne Phillips, City Attorney Cain Smith and City Clerk Leah Harden

Recess for Urban Redevelopment Agency Meeting.

At 9:01 am, a motion was made to recess the Council meeting for the Urban Redevelopment Agency Meeting.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

At 9:18 am, a motion was made to reconvene the Council Meeting.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Recognitions/Public Presentations

a) Presentation of GMA certificate to Councilmember Phil Boyum

Mayor Jonathan McCollar presented a GMA Certificate of Distinction plaque to Councilmember Phil Boyum.

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 02-12-2021 Called Council Minutes

b) 02-16-2021 Work Session Minutes

c) 02-16-2021 Council Minutes

A motion was made to approve the consent agenda

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Second Reading and Consideration of a motion to approve Ordinance 2021-01: An Ordinance amending the Statesboro Code of Ordinances Chapter 38-26 adding the International Property Maintenance Code to applicable codes for determination of nuisance.

City Manager Charles Penny stated at the last meeting Council approved the first reading of this ordinance the issue with this is when it was initially presented to Council it was presented with a grass height of 18 inches however the document that was approved for first reading stated a grass height of 12 inches and staff recommends the adoption at 18 inches.

City Attorney Cain Smith stated this would be considered a significant change to the ordinance and would have to revert to first reading.

Councilmember Phil Boyum stated if changing one number in a forty-page document reverts it back to first reading then I will make a motion to suspend the rules and then make a motion to include the change in there.

A motion was made to suspend the rules for ordinance adoptions.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Councilmember Shari Barr requests that at least until the end of COVID that we also include a show of hands on votes.

A motion was made to approve the second reading of **Ordinance 2021-01** with the single modification of changing the grass height from 12 inches to 18 inches per management request.

RESULT:	Approved 4-1
MOVER:	Councilmember Phil Boyum
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs
NAYS	Councilmember Shari Barr

Consideration of a motion to approve a third lease agreement with T-Mobile regarding Makecki Drive water tower.

A motion was made to approve a third lease agreement with T-Mobile regarding Melecki Drive water tower.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a motion to award a contract to John E Lavender & Associates in the amount of \$2,877,954.00 and authorize the Mayor to execute contract documents for the Luetta Moore Park and Grady Street Park improvements project.

A motion was made to award a contract to John E Lavender & Associates in the amount of \$2,877,954.00 and authorize the Mayor to execute contract documents for the Luetta Moore Park and Grady Street Park improvements project.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a motion to award a contract to Wood Environment and Infrastructure Solutions in the not to exceed amount of \$33,560.00 and authorize the Mayor to execute contract documents for construction administration services for the Luetta Moore Park and Grady Street Park project.

A motion was made to award a contract to Wood Environment and Infrastructure Solutions in the amount not to exceed \$33,560.00 and authorize the Mayor to execute contract documents for construction administration services for the Luetta Moore and Grady Street Park project.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a motion to approve Resolution 2021-11: A Resolution requesting approval to apply for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the City of Statesboro, Georgia

A motion was made to approve Resolution 2021-11 approving the request to apply for the Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the City of Statesboro, Georgia.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a motion to approve Resolution 2021-12: A Resolution requesting approval for a grant through the Criminal Justice Coordinating Council for the City of Statesboro, Georgia.

A motion was made to approve Resolution 2021-12 approving the request for a grant through the Criminal Justice Coordinating Council for the City of Statesboro, Georgia.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Paulette Chavers
SECONDER:	Councilmember Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Consideration of a motion to award a contract to Hussey, Gay, Bell for professional services to conduct a Wastewater Treatment Plant Study in an amount not to exceed \$52,250.00.

A motion was made to award a contract the Hussey, Gay, Bell for professional services to conduct a Wastewater Treatment Plant Study in an amount not to exceed \$52,250.00.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Other Business from City Council:

Councilmember Shari Barr announced that the folks who are eligible for SNAP or EBT benefits there is a state program to encourage healthy eating like fresh vegetables and fresh fruits. The program is where a person can buy \$20 worth of groceries and get another \$20 worth of fresh fruits and vegetables free. Our local main street farmers market is participating in this program. There is a kick off this evening for this program at the Outreach Center on Denmark Street from 5:30 pm to 7:00 pm where eligible individuals can go to sign up to participate.

City Managers Comments

City Manager Charles Penny brought to Mayor and Councils attention in the FYI packet, he shared with them information as it relates to the Rental/Mortgage assistance program and as of yesterday over \$95,000.00 of the \$100,000.00 has been used. The Utility Assistance is still there and has spent just under \$9,000.00 of the \$62,000.00.

On Saturday morning March 6th at 9:00am, One Boro and the City will be hosting a session from 9 – 11 on “Secure Statesboro”. The Police Department, Sheriff’s Department, Georgia Southern University, and some of the agencies that provide assistance for domestic abuse and things of that nature will be there presenting information. This session is open to the public. We will be discussing what resources we have available in the City and what resources we need in order to secure Statesboro. It will be held at the Military Science Building on campus at Georgia Southern University.

March is very busy, this weekend we have the Secure Statesboro and next weekend City Council will be on a Council Retreat, March 12th and 13th and that will be at Jekyll Island.

City Attorney Cain Smith announced that the Urban Redevelopment Agency this morning did approve a \$4.5 million Bond Resolution with Truist Bank with an interest rate of 1.47 percent with a maturity date of October 1, 2030. The first five years SPLOST funds will cover the amount and later on if SPLOST is not renewed then the City’s taxing authority would be on the hook to make those payments beyond that.

Public Comments (General): None

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

At 9:45 am a motion was made to enter into Executive Session.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Phil Boyum
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

At 10:01 am a motion was made to exit Executive Session.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Mayor Pro Tem Paulette Chavers
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

Mayor Jonathan McCollar called the meeting back to order with not action taken in Executive Session.

City Manager Charles Penny mentioned with the approval of the contract to begin work, our plan is that we will give a notice to proceed on March 12th. We would like to schedule a groundbreaking, since there are two parks what we would do is have one ceremony with speaking parks at Luetta Moore Park and then do a ceremonial ground breaking at Grady Street Park. We are looking at March 16th at 3:00pm. The County has been put on notice of the plan and unless we just have a drenching rainfall the plan would be to move forward with that groundbreaking.

Consideration of a Motion to Adjourn

A motion was made to adjourn.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Shari Barr
AYES:	Boyum, Chavers, Mack, Riggs, Barr
ABSENT	

The meeting was adjourned at 10:04 am.

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5

Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

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

To: Charles Penny, City Manager
Jason Boyles, Assistant City Manager

From: John Washington, Director - Public Works and Engineering

Date: March 1, 2021

RE: Asset Surplus and Disposition

Policy Issue: Purchasing Policy Section: Vehicle and Equipment Surplus and Disposition

Recommendation:

Staff recommends and request the consideration of a motion for council approval for disposing of surplus in the Public Works Department, Streets and Parks divisions to include the following items listed below.

Background:

The equipment listed below has exceeded their useful life or met average run-time and needs to be declared surplus and approved for disposition:

2008 Brown Rotary Mower 6' Model 472, Vin#6B1944
2016 Exmark LZE 52 inch side discharge commercial mower, Serial Number 316625876, 552 hrs
2016 Exmark LZE 52 inch side discharge commercial mower, Serial Number 400145393, 802 hrs

This action is part of our rotation program for our commercial mowers. This rotation plan allows for average 600-800 hours run-time on the mowers which gives us a better trade in value. This lowers the life cycle costs and reduces downtime of the mowers.

Budget Impact:

Reduce Maintenance Cost

Council Person and District:

N/A (citywide)

Attachment(s): None

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan M. McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

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

To: Charles Penny, City Manager and Leah Harden, City Clerk

From: Justin Williams, City Planner II

Date: March 5, 2021

RE: March 16, 2021 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Staff recommends approval of the Variance requested by V **21-02-01** with conditions.

Background: Jason McGibboney requests a variance from Article V, Section 503(D) of the Statesboro Zoning Ordinance on 1.03 acres of property located at 378 Savannah Avenue in order to construct a new addition to the existing office (Tax Parcel# S52 000021 000).

Budget Impact: None

Council Person and District: Mack (District 3)

Attachments: Development Services Report (V 21-02-01)



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

P.O. Box 348
 Statesboro, Georgia 30458

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

**V 21-02-01
 ZONING VARIANCE REQUEST
 378 Savannah Avenue**

LOCATION:	378 Savannah Avenue
EXISTING ZONING:	O (Office)
ACRES:	1.03 acres
PARCEL TAX MAP #:	S52 000021 000
COUNCIL DISTRICT:	District 3 (Mack)
EXISTING USE:	Medical Office
PROPOSED USE:	Medical Office



PETITIONER Dr. Jason McGibony
ADDRESS 378 Savannah Avenue, Statesboro GA 30458

REPRESENTATIVE Frank D'Archangelo
ADDRESS 12A East Grady Street

PROPOSAL

The applicant requests a variance from Article V, Section 503(D) of the *Statesboro Zoning Ordinance* to construct a new addition on a 1.03 acre lot located in the O (Office) zoning district. The applicant requests a rear setback variance because the existing building is currently located over the setback and the proposed addition would be the same distance from the rear property line.

PLANNING COMMISSION RECOMMENDATION

V 21-02-01 CONDITIONAL APPROVAL

Case # V 21-02-01

378 Savannah Ave
Parcel: S52 000021 000

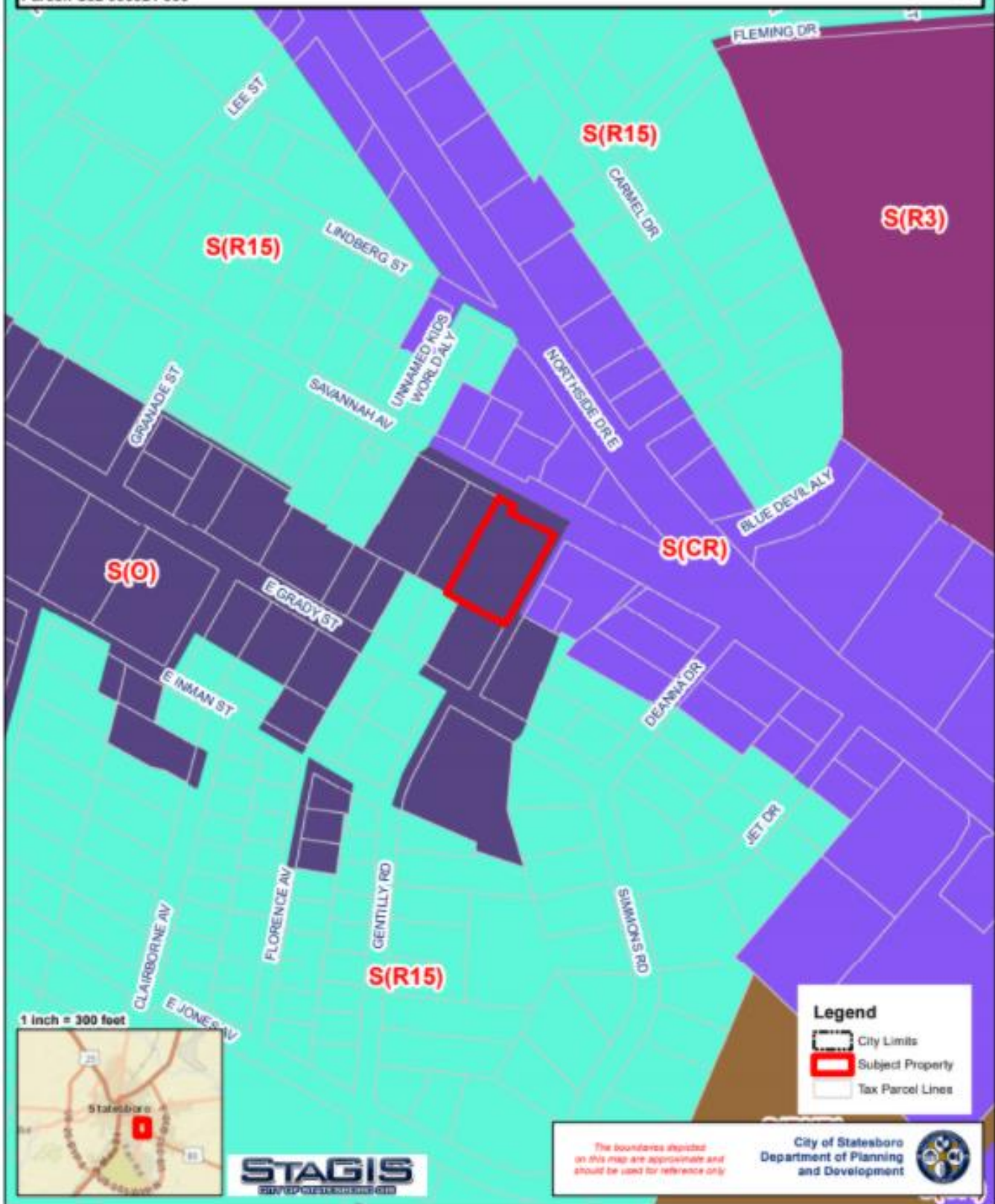
Location Map



Case # V 21-02-01

378 Savannah Ave
Parcel: S52 000021 000

Existing Use Map



1 inch = 300 feet



Legend

- City Limits
- Subject Property
- Tax Parcel Lines

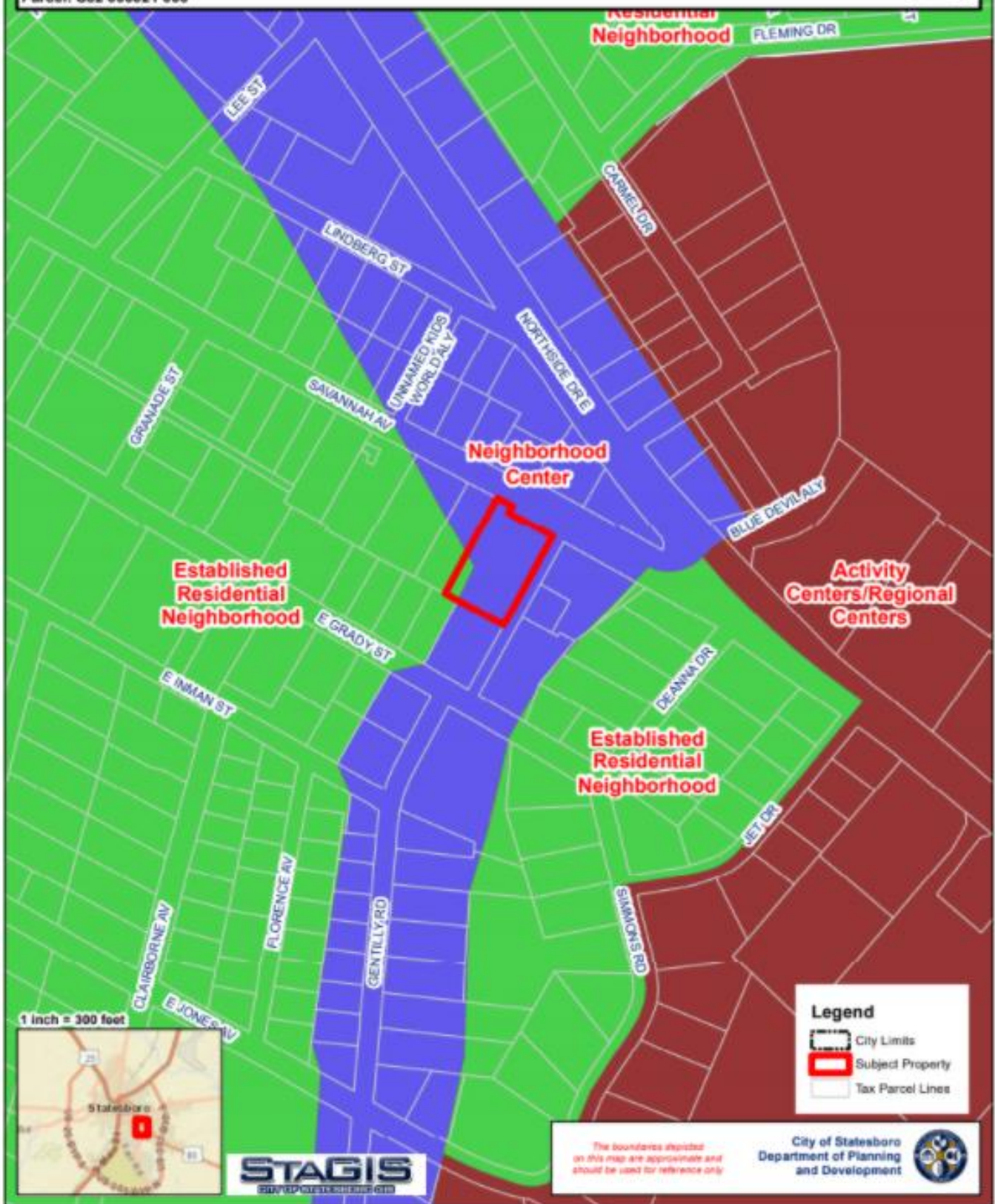
The boundaries depicted on this map are approximate and should be used for reference only.

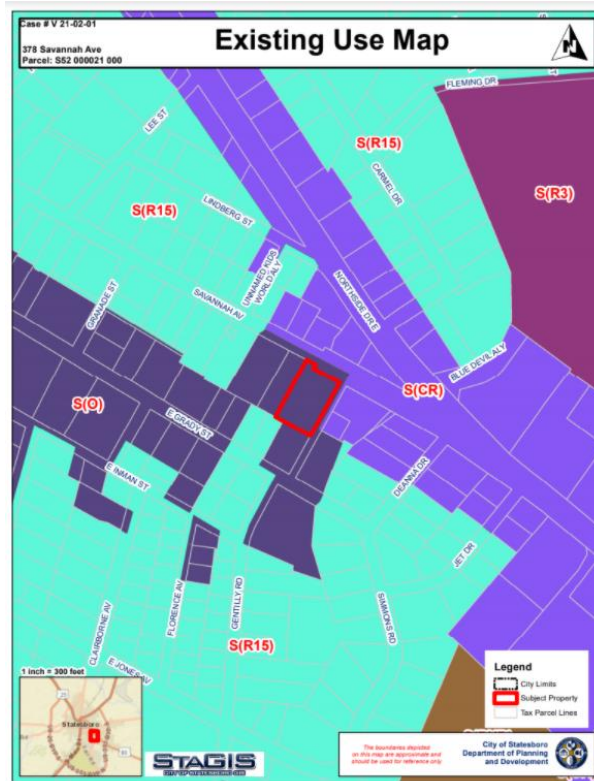
City of Statesboro
Department of Planning and Development

Case # V 21-02-01

378 Savannah Ave
Parcel: S52 000021 000

Future Landuse Plan Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: CR (Commercial Retail)	Fraternal Building
Northeast	Location Area #2: CR (Commercial Retail)	Inactive Gas Station
East	Location Area #3: CR (Commercial Retail)	Behavioral Health Office
Northwest	Location Area #4: CR (Commercial Retail)	Daycare
Southeast	Location Area #5: R-15/O (Single-Family Residential/Office)	Medical Office
South	Location Area #6: O (Office)	Single-Family Residential Dwelling
Southwest	Location Area #7: R-15 (Single-Family Residential)	Single-Family Residential Dwelling
West	Location Area #8: O (Office)	Tea Shop

SUBJECT SITE

The subject site is a 1.03 acre lot containing a brick structure built in 1971 with paved concrete parking lot and garage. The applicant is seeking to add an addition onto the existing structure in the rear of the property. The rear of the property has a setback of twenty-five feet from the property line. The current structure is approximately fifteen feet over the rear setback. The applicant is seeking to obtain a variance to build the addition with the same distance from the rear property line as the existing building. Although the building is located in the O (Office) zoning district, regulations regarding setbacks are calculated using the nearest residential zone to the District, therefore requiring the R15 (Single-Family Residential) setback of 25 feet in the rear, and an aggregate of 25 feet for the side yards on all development.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Neighborhood Center” character area, which normally would be characterized by a blend of lower to medium density residential and commercial, personal service, and offices that are neighborhood scale in size and intensity.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

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

ZONING VARIANCE STANDARDS OF REVIEW

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.” Article XVIII, Section 1801 of the *Statesboro Zoning Ordinance* 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;**
 - Although the subject site has sufficient land to allow for development in the O (Office) zone, the site does not meet setback requirements for an addition. However, the existing building was built over the original setback.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
 - The building on site is listed as being built in 1971, whereas the applicant took ownership of the property in 2012. There are no records showing the applicant was involved with establishing the current site plan.

- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
 - The existing structure was built over the setback but no addition to the existing building could be built on the site without a variance from the *Statesboro Zoning Ordinance*. This would prevent any expansion of the business in the current location, unless creating a new structure on the site.
- 4. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**
 - The building is situated on 1.03 acre lot with room for an addition. An extension could be located on the site if not for the current setback requirements.

Article XVIII, Section 1802 of the *Statesboro Zoning Ordinance* further outlines the qualifications needed to grant a variance to the zoning ordinance. These include uses that are consistent with the purpose and intent of the zoning ordinance and district in which the use is proposed to be located; uses that do not detract from neighboring property; and uses that are consistent with other uses in the area. In order to meet these qualifications, approval of any special exception for the proposed use at the subject parcel should (if necessary) include conditions that will ensure that development along this corridor remains consistent with the *Statesboro Comprehensive Plan* and the *Statesboro Zoning Ordinance* and that serve to mitigate negative effects of the use to the surrounding area's character, uses, and zones.

- The proposed use is consistent with the subject site's character area "Neighborhood Center" as stated in the *2019 – 2029 Comprehensive Master Plan*. The proposed use can be considered a lower intensity commercial use, specifically medical in nature, which is also consistent with the property zoning.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of V 21-02-01**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this variance does not grant the right to begin development on this site. All development must be permitted and approved prior to construction.

At the regularly scheduled meeting of the Planning Commission on March 2, 2021, the Commission voted to **Approve V 21-02-01** with a 5-0 vote.

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan M. McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

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

To: Charles Penny, City Manager and Leah Harden, City Clerk

From: Justin Williams, City Planner II

Date: March 5, 2021

RE: March 16, 2021 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Special Exception Request*

Recommendation: Staff recommends approval of the Special Exception requested by SE **21-02-02** with conditions.

Background: Alivia Lloyd requests a special exception from Article IX, Section 901 on 0.49 acres of property located at 372 Savannah Avenue in order to operate a retail tea shop in the existing building (Tax Parcel # S52 000020 000).

Budget Impact: None

Council Person and District: Mack (District 3)

Attachments: Development Services Report (SE 21-02-02)



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

P.O. Box 348
 Statesboro, Georgia 30458

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

SE 21-02-02
SPECIAL EXCEPTION REQUEST
372 Savannah Avenue

LOCATION:	372 Savannah Ave
EXISTING ZONING:	O (Office)
ACRES:	0.49 acres
PARCEL TAX MAP #:	S52 000020 000
COUNCIL DISTRICT:	District 3 (Mack)
EXISTING USE:	N/A
PROPOSED USE:	Retail



PETITIONER Alivia Lloyd
ADDRESS 102 Buckhaven Way, Statesboro GA 30458

REPRESENTATIVE Same as Above
ADDRESS

PROPOSAL
The applicant requests a special exception to locate a retail tea shop in a building on 0.49 acres in the O (Office) zoning district. The use as a tea shop (retail) is not an allowed use in the O zoning district unless granted a special exception by the City Council.
PLANNING COMMISSION RECOMMENDATION
SE 21-02-02 <u>CONDITIONAL APPROVAL</u>

Case # SE 21-02-02

372 Savannah Ave
Parcel: S52 000020 000

Location Map



Legend

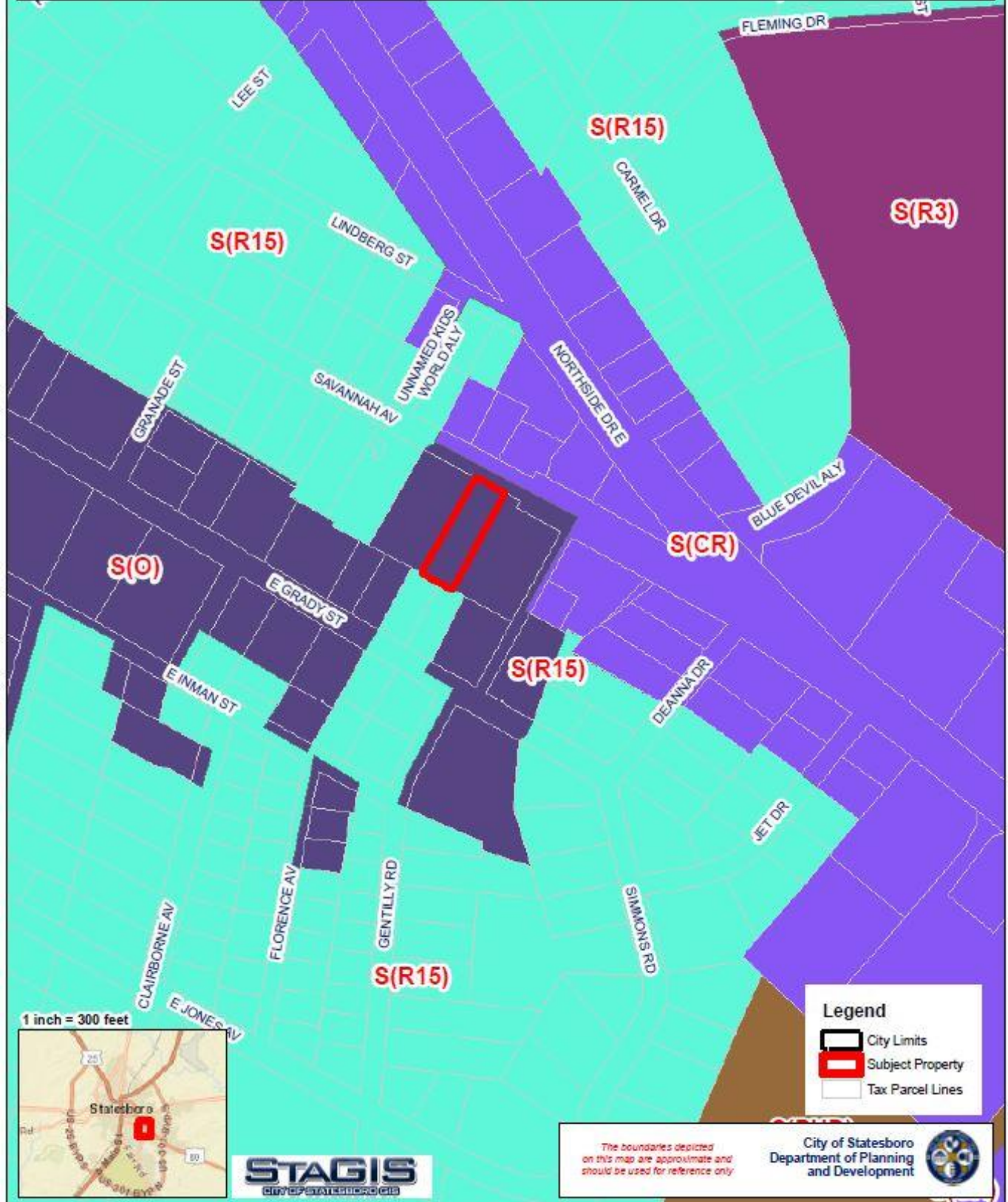
- City Limits
- Subject Property
- Tax Parcel Lines

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

City of Statesboro
Department of Planning
and Development

Case # SE 21-02-02
372 Savannah Ave
Parcel: S52 000020 000

Existing Use Map



Legend

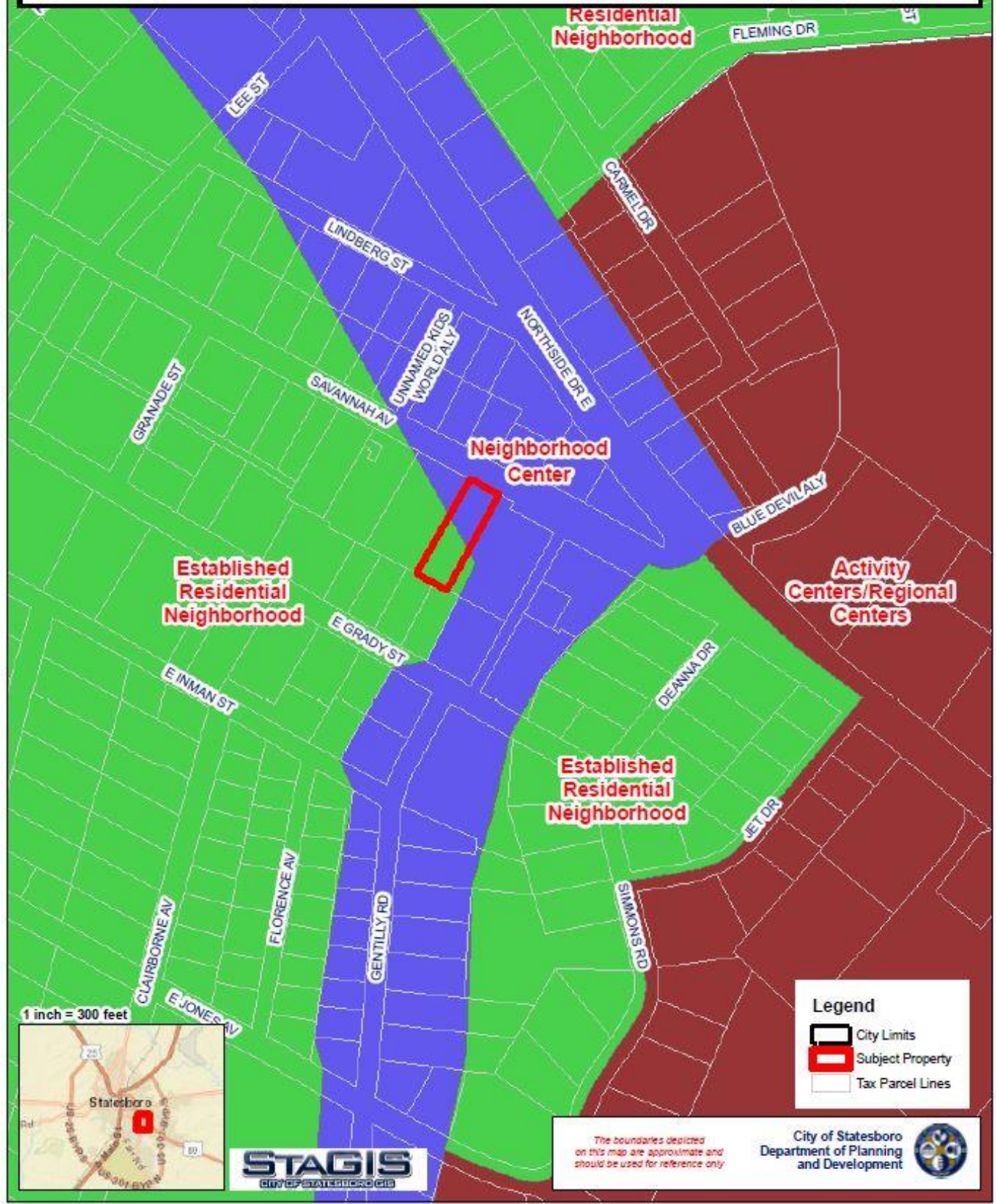
- City Limits
- Subject Property
- Tax Parcel Lines

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City of Statesboro
Department of Planning and Development

Case # SE 21-02-02
372 Savannah Ave
Parcel: S52 000020 000

Future Landuse Plan Map

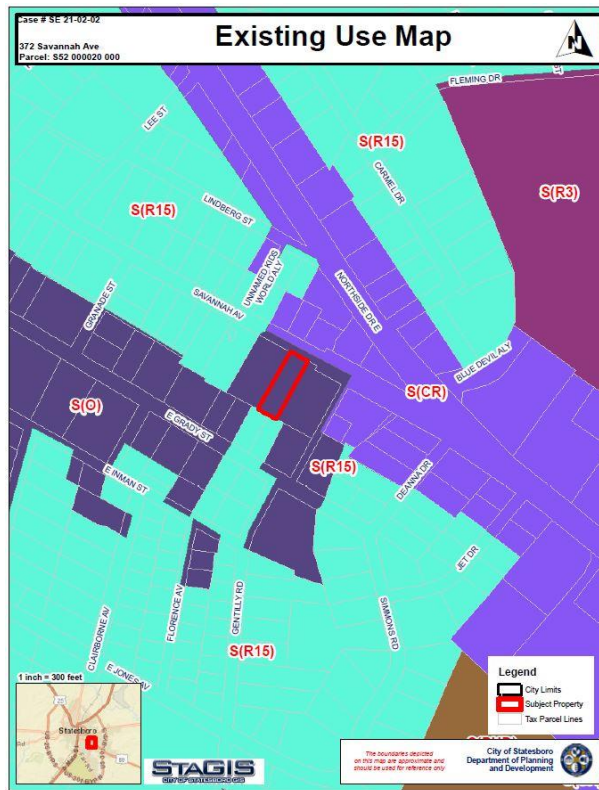


Legend

- City Limits
- Subject Property
- Tax Parcel Lines

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

City of Statesboro
Department of Planning
and Development



SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: CR (Commercial Retail)	Residential Conversion
Northeast	Location Area #2: CR (Commercial Retail)	Fraternal Building
East	Location Area #3: O (Office)	Dentist Office
Northwest	Location Area #4: CR (Commercial Retail)	Daycare
Southeast	Location Area #5: R-15 (Single-Family Residential)	Single-Family Residential Dwelling
South	Location Area #6: R-15 (Single-Family Residential)	Single-Family Residential Dwelling
Southwest	Location Area #7: R-15 (Single-Family Residential)	Single-Family Residential Dwelling
West	Location Area #8: O (Office)	Vacant Lot

SUBJECT SITE

The subject site contains a converted single-family home with 0.49 acres. Tax assessor information shows construction of the building to have taken place in 1930. The last business located in this building was a pet grooming business. Surrounding properties include dental offices, a daycare, and other commercial uses.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of both the “Neighborhood Center” character area and the “Established Residential Neighborhood” character area, which normally would provide a transitional corridor from residential to commercial neighborhoods (established residential) or as a buffer between single-family residential to a more intense commercial use (Neighborhood Center).

ENVIRONMENTAL SITE ANALYSIS

The subject property does not contain wetlands and is not located in a special flood hazard area. No additional permitting would be required unless the incoming business would require significant alterations to the building.

COMMUNITY FACILITIES AND TRANSPORTATION

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

CONDITIONAL ZONING STANDARDS OF REVIEW

The *Statesboro Zoning Ordinance* permits the grant of conditional zoning upon a finding by the governing body that the requested use is “of the same general character” as those uses permitted within the district without the grant of a special exception and requires that “in determining the compatibility of the conditional use with adjacent properties and the overall community, the Mayor and City Council (will) consider the same criteria and guidelines [as for] determinations of amendments, as well as the following factors”.

Article XXIV, Section 2406 of the *Statesboro Zoning Ordinance* lists **seven (7) factors** that should be considered by the Mayor and City Council “in determining the compatibility” of the requested use with adjacent properties and the overall community for considerations of Conditional Use Variances, or Special Exceptions as follows:

(A) Adequate provision is made by the applicant to reduce any adverse environmental impact of the proposed use to an acceptable level.

- The nature of the business is more aligned with a traditional commercial venture than would currently be allowed in the Office District. There is currently a traditional retail flag shop in the area, and the proposed use would not have an intense impact on the surrounding area.

(B) Vehicular traffic and pedestrian movement on adjacent streets will not be substantially hindered or endangered.

- The proposed use of the existing building would not cause any new obstruction to the existing roadway, or the traffic on adjacent streets.

(C) 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.

- The proposed location does contain off-street parking, and based on the type of business, this should be sufficient for the proposed use. Limited seating would not likely cause an increase in the necessity of parking spaces in the front of the building.

(D) Public facilities and utilities are capable of adequately serving the proposed use.

- Building Inspections by the Building Inspections Division (i.e. Building Official) have not been conducted, but will be required for the issuance of the Occupational Tax Certificate.

(E) The proposed use will not have significant adverse effect on the level of property values or the general character of the area.

- An appraisal has not been conducted, however due to the continuously changing nature of the neighborhood, it is unlikely that property values are negatively affected.

(F) 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.

- No new plans have been submitted with this document, as there is currently no desired site changes or additional proposed development.

(G) Approval of a proposed use by the Mayor and City Council does not constitute [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.

- Any significant future phases or changes to this proposal must first be reviewed and approved by Staff.

Article XVIII, Section 1802 of the *Statesboro Zoning Ordinance* further outlines the qualifications needed to grant a special exception to the zoning ordinance. These include uses that are consistent with the purpose and intent of the zoning ordinance and district in which the use is proposed to be located; uses that do not detract from neighboring property; and uses that are consistent with other uses in the area. In order to meet these qualifications, approval of any special exception for the proposed use at the subject parcel should (if necessary) include conditions that will ensure that development along this corridor remains consistent with the *Statesboro Comprehensive Plan* and the *Statesboro Zoning Ordinance* and that serve to mitigate negative effects of the use to the surrounding area's character, uses, and zones.

- The proposed use is consistent with the subject site's two character areas ("Neighborhood Center, and Established Residential") as stated in the *2019 – 2029 Comprehensive Master Plan*. The proposed use adequately mitigates negative effects of the use to the surrounding area's character, uses and zones.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of SE 21-02-02**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of the special exception may only allow for the addition of retail and wholesale establishments as per Article VIII, Section 801(A) of the *Statesboro Zoning Ordinance*.
- (2) No additional development may take place on the property without approval.
- (3) If the business increases the amount of seating in the building, consideration must be taken to expand the parking facilities of the location.

At the regularly scheduled meeting of the Planning Commission on March 2, 2021 the Commission voted to **Approve SE 21-02-02** with a 5-0 vote.

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 3/5/2021

RE: Food Lion, LLC

Policy Issue: Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6-13 (a):

No new alcoholic beverage license to sell, dispense, pour or offer to sell, dispense or pour any distilled spirits, alcoholic beverages, wine, beer or malt beverages within the corporate limits of the City of Statesboro shall be issued to a new owner or new location until the application has been approved by the mayor and city council after a public hearing.

Recommendation: Planning & Development, Fire Department, Police Department, and Legal recommended approval

Budget Impact: None

Council Person & District: Phil Boyum, District 1

Attachments: Application & Department Approvals

PLEASE BE ADVISED THAT KNOWINGLY PROVIDING FALSE OR MISLEADING INFORMATION ON THIS DOCUMENT IS A FELONY PURSUANT TO O.C.G.A. §16-10-20 WHICH STATES:

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES
CITY OF STATESBORO, GEORGIA

The undersigned applicant hereby applies to the City of Statesboro, Georgia for a license to sell alcoholic beverages within the corporate limits of the City of Statesboro. A non-refundable TWO HUNDRED dollar (\$200.00) application fee must be tendered with the application. (cash, credit card, certified check, or money order, checks should be made payable to the City of Statesboro.)

1. BUSINESS TRADE NAME: Food Lion #2825
D/B/A Name

2. APPLICANT'S NAME: Food Lion, LLC
(Name of partnership, llc, corporation, or individual)

3. BUSINESS LOCATION ADDRESS: 325 Northside Drive STE# 1

4. BUSINESS MAIL ADDRESS: 2110 Executive Drive

CITY: Salisbury STATE: NC ZIP CODE: 28174

5. LOCAL BUSINESS TELEPHONE NUMBER: (912) 489-1465

CORPORATE OFFICE TELEPHONE NUMBER: (717) 240-7541

6. CONTACT NAME FOR BUSINESS: Ms. Sheri-su Breski

TELEPHONE NUMBER FOR CONTACT PERSON: 717-240-7541

7. NAME OF MANAGER: Joel T. Marsh

8. PURPOSE OF APPLICATION IS: (CHECK ALL THAT APPLY)

NEW MANAGER _____ NEW BUSINESS: _____ NEW OWNER: X

PREVIOUS OWNER'S NAME: Bi-Lo, LLC

BUSINESS NAME CHANGE: Yes PREVIOUS BUSINESS NAME: Bi-Lo, LLC d/b/a Bi-Lo #5567

ADDRESS CHANGE: _____ PREVIOUS ADDRESS: _____

LICENSE CLASS CHANGE: BEER X WINE X LIQUOR _____ OTHER _____

Special Event Permit 50.00
Distance Waiver Application Fee 150.00
Alcohol Beverage Control Security Permit(Permit Shall Be Obtained From The Statesboro Police Department) 50.00

10. TYPE OF BUSINESS: (CHECK ONE) Individual Corporation Partnership LLC

(COMPLETE EITHER NUMBERS 11, 12 AND 13, AND/OR 14, 15 AND 16 IN THE SECTION BELOW)

11. IF APPLICANT IS AN INDIVIDUAL: Attach copy of trade name affidavit. N/A

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

HAVE YOU COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION? _____

12. IF APPLICANT IS A PARTNERSHIP, L.L.C., or L.L.P.: Attach trade name affidavit, if an LLC or LLP, attach a copy of certificate of LLC or LLP as filed with the Clerk of Superior Court and trade name affidavit, a copy of your operating agreement and/or partnership agreement as well as other documents listed below that establish ownership rights of members or partners.

NAME AND ADDRESS OF PARTNERSHIP, LLC, or LLP: _____

Food Lion, LLC - 2110 Executive Drive, Salisbury, NC 28174

DO YOU HAVE AN OPERATING AGREEMENT OR PARTNERSHIP AGREEMENT FOR THE LLC, LLP OR PARTNERSHIP? Yes. _____

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE MEMBERS OR PARTNERS? _____

N/A

13. MEMBERS OF L.L.C. and/or PARTNERS:

FULL LEGAL NAME: Please see attached Exhibit "A" _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NUMBER _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

FULL LEGAL NAME: _____ PHONE# _____
HOME ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

HAS EACH MEMBER OR PARTNER COMPLETED A FINANCIAL AFFIDAVIT TO ATTACH TO THIS APPLICATION? Yes

(ATTACH ADDITIONAL PAGES IF NECESSARY)

CORPORATION-STOCKHOLDERS: All corporate applicants who are corporations shall list the names and address of all stockholders and the percentage of stock owned by each. If a named stockholder therein is another corporation, the same information shall be given for the Stockholding Corporation. If, during the life of the license, the identity of the stockholders or their percentage of ownership should change, that information shall be sent to the Finance Department.

14. IF APPLICANT IS A CORPORATION: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights.

NAME OF CORPORATION: N/A
(Name shown exactly as in Articles of Incorporation or Charter)

HOME OFFICE: _____

MAIL ADDRESS IF DIFFERENT: _____

DATE AND PLACE OF INCORPORATION: _____

DO YOU HAVE A SHAREHOLDERS AGREEMENT? _____

IF NOT, WHAT DOCUMENTS ESTABLISH THE OWNERSHIP RIGHTS OF THE SHAREHOLDERS? _____

15. OFFICERS:

FULL LEGAL NAME: N/A PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

16. STOCKHOLDERS (If Different from Officer Names)

FULL LEGAL NAME: N/A _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

FULL LEGAL NAME: _____ PHONE# _____

HOME ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

RACE: _____ SEX: _____ BIRTHDATE: _____ SOCIAL SECURITY NO: _____

% STOCK OWNED: _____ OFFICE HELD: _____

HAS EACH OFFICER AND SHAREHOLDER COMPLETED THE FINANCIAL AFFIDAVIT ATTACHED TO THIS APPLICATION?

(ATTACH ADDITIONAL PAGES IF NECESSARY)

17. If there is any individual or officer, who has resided at his current address less than five (5) years, complete information below.

NAME: N/A PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

FULL NAME: _____ PHONE# _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

PREVIOUS ADDRESS: _____ FROM _____ TO _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

18. State name and address of owner of the property (Land and Building) where the business will be located.

Statesboro Mall, LLC c/o Hull Storey Gibson Co., LLC - 1190 Interstate Parkway, Augusta, GA 30909

19. Is the commercial space where the business is to be located rented or leased?

Answer: YES NO _____ If yes, state name of lessor or landlord and address, and provide a copy of the lease with this application.

Please see attached lease agreement

20. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits or receipts from the proposed business with any persons, firm, company, corporation, or other entity.

Answer: YES _____ NO If yes, give name of person or firm and address and amount of percentage of profits or receipts to be split.

N/A

21. Is there anyone connected with this business that is not a legal resident of the United States and at least twenty-one (21) years of age?

Answer: YES _____ NO If yes, give full details on separate sheet.

If anyone connected with this business is not a U.S. Citizen, can they legally be employed in the United States.

Answer: YES _____ NO _____ N/A If yes, explain on a separate sheet and submit copies of eligibility.

22. Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesboro or other City or County in the State of Georgia, or other state or political subdivision and been denied such?

Answer: YES _____ NO If yes, give full details on separate sheet.

23. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category?
 Answer: YES _____ NO X If yes, give full details on separate sheet
24. Is there anyone connected with this business that has been convicted within fifteen years immediately prior to the filing of this application with any felony or for whom outstanding indictments, accusations or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred?
 Answer: YES _____ NO X If yes, give full details on separate sheet, including dates, charges and disposition.
25. Is there anyone connected with this business that has been convicted within five years immediately prior to the filing of this application of the violation (i) of any state, federal or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability thereof; (ii) of a crime involving moral turpitude; or (iii) of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident, or any misdemeanor serious traffic offense?
 Answer: YES _____ NO XX If yes, give full details on separate sheet, including dates, charges and disposition.
26. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last three (3) year period?
 Answer: YES _____ NO _____ If yes, give full details on separate sheet.
27. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal Agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity ?
 Answer: YES _____ NO X If yes, give full details on separate sheet.
28. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or United States for the reason the same was being used or intended for use in criminal activities.
 Answer: YES _____ NO X If yes, give full details on separate sheet.
29. Will live nude performances or adult entertainment be a part of this business' operations?
 Answer: YES _____ NO X If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, Joel T. Marsh, solemnly swear, subject to the penalties O.C.G.A. §16-10-20 as provided above which I have read and understood, that all information required in this APPLICATION FOR LICENSE TO SELL ALCOHOLIC BEVERAGES and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Joel Tod Marsh
 Print Full Name As Signed Below

[Signature] Store Manager
 Signature of Applicant Title

1/15/2021
 Date

SWORN TO AND SUBSCRIBED BEFORE ME THIS
15th DAY OF January 2021
[Signature]
 NOTARY PUBLIC (SEAL)
 My Commission Expires: September 26, 2023





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/11/2021

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

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

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 CN101295509--GAW-20-21	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : N/A	N/A	INSURER C : N/A	N/A	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : ACE American Insurance Company	22667														
INSURER B : N/A	N/A														
INSURER C : N/A	N/A														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Food Lion, LLC 1149 Harrisburg Pike Carlisle, PA 17013															

COVERAGES	CERTIFICATE NUMBER: CLE-006663598-02	REVISION NUMBER: 2
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HD0G71574349	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Food Lion, LLC d/b/a Food Lion #2825 - 325 Northside Drive E, Ste. 1, Statesboro, GA 30458.

CERTIFICATE HOLDER City of Statesboro 50 East Main Street Statesboro, GA 30458	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---



City of Statesboro
Department of Planning and Development Memorandum

50 East Main Street P.O. Box 348 » (912) 764-0630
Statesboro, Georgia 30458 Statesboro, Georgia 30459 » (912) 764-0664 (Fax)

DATE: February 15, 2021

TO: Tax Department

SUBJECT: ALCOHOLIC BEVERAGE APPLICATION (325 Northside Drive, Food Lion #2825)

The Department of Planning and Development has reviewed the alcoholic beverage application submitted by Food Lion #2825 for 325 Northside Drive. The applicant is proposing retail package sales of malt beverages and wine for a "grocery store" at the location. The proposed sale of alcoholic beverages is permitted at the location and **the application may be APPROVED**. Staff's recommendation is based on the following:

1) **Zoning District:** 325 Northside Drive is located in the CR (Commercial Retail) district.
2) **Zoning Use Classification:** Per Article X, by reference to Article VIII, a "grocery store" may be classified in the CR (Commercial Retail) district as:

- Retail or wholesale establishments

3) **Alcohol Beverages Proximity Restrictions:** The Department of Planning & Development has reviewed the subject property for consistency with the proximity restrictions of Chapter 6, Section 6-7 (d) of *Statesboro Codes and Ordinances*. The proposed location is required to adhere to the regulations set forth by O.C.G.A. § 3-3-21. As per Chapter 6-7, Class B and C licenses shall be issued for a location only if the location complies with the proximity requirements provided by O.C.G.A. § 3-3-21 as measured by the rules and regulations promulgated by the Georgia Department of Revenue. The proposed location is required to adhere to the proximity requirements and package sales for off-premises consumption governed by O.C.G.A. § 3-3-21.

The Department of Planning and Development recommendation of **approval** is based on the information provided within the business occupational tax application submitted for our review. This approval does not confer rights to open or operate the proposed business until all dimensional requirements of the *Statesboro Zoning Ordinance*, or applicable requirements of any other chapter of City Code have been met.

The Department of Planning & Development encourages all applicants to access the *Statesboro Zoning Ordinance* online at <http://www.statesboroga.gov/>. The applicant is also encouraged to consult directly with representatives of the Engineering, Fire, and other permitting departments if any work on the building or site is occurring to determine whether or not building or site plans associated with the proposed use are necessary.

Respectfully,

Elizabeth Burns
City Planner I

Food Lion
325 Northside Dr Ste 1
Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department Full Name Recommendation Comments

Planning & Development	Elizabeth Burns	Approve	
Fire Department	Fallon Brown	Approve	
Police Department	Jared Akins	Approve	
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

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

To: Charles Penny, City Manager

From: Demetrius C. Bynes, Director of Human Resources

Date: March 4, 2021

RE: Reclassification Request – Customer Service

Background: The Condrey compensation study recommended reclassifying the position occupied by Krista Cooper to Utility Billing Supervisor. During this timeframe, one of the existing Customer Service Representatives began performing various utility billing duties. Recently, Cindy West and Krista Cooper submitted a request to review the job duties of this position.

Recommendation: The recommendation is to reclassify the position from Customer Service Representative to Utility Billing Clerk. The Factor Evaluation System (FES), a classification system developed by the U.S. Civil Service Commission, was utilized based upon the recommendation of Condrey and Associates. After a thorough review of the position, the position was assigned 1130 points which aligns with pay grade 11. In summary, the specifics are as follows:

Current Job Title – Customer Service Representative

Current Pay Grade – 10

Current Hourly Rate – \$14.19

Recommended Job Title – Utility Billing Clerk

Recommended Pay Grade – 11

Min/Mid/Max – \$14.90/\$18.63/\$22.36

Recommended Hourly Rate for the Incumbent – \$14.90

Please notify me if you have questions or concerns. Thank you.

RESOLUTION 2021-13: A RESOLUTION AMENDING THE JOB
POSITION CLASSIFICATION AND COMPENSATION PLAN

THAT WHEREAS, it is essential to have qualified municipal employees in order to provide reliable services to the citizens of Statesboro; and

WHEREAS, in order to accomplish this the Mayor and City Council previously have adopted a new Job Position Classification and Compensation Plan on April 5, 2017; and

WHEREAS, the City Manager has made a recommendation to reclassify a Customer Service Representative in the Customer Service Unit.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled this 16th day of March 2021 as follows:

Section 1. That the Job Position Classification and Compensation Plan, which includes a list of job titles and pay grades; a grade and step pay matrix; and written job descriptions for each position with City government, previously adopted on April 5, 2017, and as subsequently amended, is hereby further amended as follows:

- That the Customer Service Representative position in the Customer Service Unit is hereby amended by reclassifying to the position of Utility Billing Clerk. The pay grade is 11 and the minimum salary is \$14.90 per hour.

Section 2. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Passed and adopted this 16th day of March 2021.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan M. McCollar, Mayor

Attest: _____
Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

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

To: Charles Penny, City Manager
Jason Boyles, Assistant City Manager

From: John Washington – Director - Public Works and Engineering Department

Date: March 4, 2021

RE: 2021 Cigarette Litter Stand Request Form Grant

Policy Issue: City of Statesboro Grant Policy

Recommendation:

Staff requests approval to submit an application for the 2021 Cigarette Litter Collection Stands Grant under the umbrella of the Keep America Beautiful (KAB) Unify & Beautiful Community Grant. The grant award is a number amount of receptacle stands that are requested by Keep Statesboro-Bulloch Beautiful (KSBB).

Background:

The Cigarette Litter Stand Request Form Grant allows for KAB affiliates to request a specific number of cigarette stands to help aid in collecting cigarette litter. This grant would allow KSBB to ask for a number of stands that can be placed around downtown and public areas. If awarded this grant along with the 2021 Cigarette Litter Prevention Program Grant, KSBB will be able to cut down on cigarette waste within the city limits as well as educate the public on the harmful effects of cigarette litter.

Budget Impact:

These grants will not directly impact the general budget.

Council Person or District:

N/A (citywide)

Attachments:

2021 Cigarette Litter Stand Request Form Grant Application

RESOLUTION 2021-14:

A RESOLUTION APPROVING APPLICATION FOR THE 2021 CIGARETTE LITTER PREVENTION PROGRAM (CLPP) GRANT AND THE 2021 CIGARETTE LITTER STAND REQUEST FORM GRANT

THAT WHEREAS, the Mayor and City Council have found that there is a need to aid in cigarette butt litter prevention within the Statesboro, GA city limits because of cigarette butt litter's harmful effects on the environment; and,

WHEREAS, the Mayor and City Council have found that the Keep America Beautiful 2021 Cigarette Litter Prevention Program Grant and the 2021 Cigarette Litter Stand Request Grant is desirable in order to provide financial support to the purchase of equipment to be placed on or around public spaces; to increase cleanliness and reduce harmful effects that come with littering cigarette butts; and reduce cigarette butt litter in public spaces in or near downtown Statesboro, Georgia and,

WHEREAS, city staff will prepare an application to said program in order to obtain funding in the dollar amount of five thousand dollars (\$5,000.00) and twelve (12) receptacles to purchase receptacles, signage and conduct appropriate public relations campaigns in order to combat cigarette butt litter in Statesboro, Georgia; and,

WHEREAS, said program will begin once funds are awarded in May, 2021; and,

WHEREAS, funds are given directly from Keep America Beautiful and will not directly impact the City of Statesboro's general budget.

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

Section 1. The Mayor and City Council hereby authorize the submittal of application to Keep America Beautiful for funding from the 2021 Cigarette Litter Stand Request Form Grant.

Section 2. The City Manager is hereby authorized to execute all documents related to the application.

Adopted this 16th day of March, 2021

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

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

To: Charles Penny, City Manager
Jason Boyles, Assistant City Manager

From: John Washington – Director of Public Works and Engineering Department

Date: March 4, 2021

RE: 2021 CLPP Keep America Beautiful Community Grant Application

Policy Issue: City of Statesboro Grant Policy

Recommendation:

Staff request approval to submit an application for the 2021 Cigarette Litter Prevention Program (CLPP) Keep America Beautiful Community Grant Application under the umbrella of the Keep America Beautiful (KAB) Unify & Beautiful Community Grant. Grant award ranges from \$2,500-\$20,000.

Background:

The Cigarette Litter Prevention Program (CLPP) Grant is one of the largest programs in the nation aimed to support the KAB Affiliate Network, other nonprofit organizations, and community groups to implement programs to promote clean, green, and beautiful places for all to thrive and enjoy. Funding is available to promote recycling collection infrastructure, beautification through tree planting, and prevent litter by addressing cigarette litter and litter in the nation's waters. Since its beginning, the program has been implemented in more than 1,800 communities. This specific grant would allow KSBB to implement its first ever Cigarette Litter Prevention Program that focuses on collecting cigarette waste in designated locations around Statesboro public spaces. KSBB seeks to drastically reduce cigarette litter within the city limits. If awarded the grant, KSBB will be able to implement the program by promoting marketing tactics against cigarette litter and purchasing cigarette receptacles to place in various public outdoor spaces.

Budget Impact:

These grants will not directly impact the general budget.

Council Person or District:

N/A (citywide)

Attachments:

2021 CLPP Keep America Beautiful Community Grant Application

RESOLUTION 2021-15:

A RESOLUTION APPROVING APPLICATION FOR THE 2021 CIGARETTE LITTER PREVENTION PROGRAM (CLPP) KEEP AMERICA BEAUTIFUL (KAB) COMMUNITY GRANT APPLICATION

THAT WHEREAS, the Mayor and City Council have found that there is a need to aid in cigarette butt litter prevention within the Statesboro, GA city limits because of cigarette butt litter's harmful effects on the environment; and,

WHEREAS, the Mayor and City Council have found that the Keep America Beautiful 2021 Cigarette Litter Prevention Program Grant is desirable in order to provide financial support to the purchase materials, advertisements, etc. to implement the program by promoting marketing tactics against cigarette litter and purchasing cigarette receptacles to place in various public outdoor spaces and,

WHEREAS, city staff will prepare an application to said program in order to obtain grant award amounts ranging from \$2,500-\$20,000 to purchase materials, advertisements, signage and conduct appropriate public relations campaigns in order to combat cigarette butt litter in Statesboro, Georgia; and,

WHEREAS, said program will begin once funds are awarded in May, 2021; and,

WHEREAS, funds are given directly from Keep America Beautiful and will not directly impact the City of Statesboro's general budget.

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

Section 1. The Mayor and City Council hereby authorize the submittal of application to 2021 CLPP Keep America Beautiful Community Grant Application.

Section 2. The City Manager is hereby authorized to execute all documents related to the application.

Adopted this 16th day of March, 2021

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harding, City Clerk

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
Cain Smith, City Attorney

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

To: Charles Penny, City Manager
Jason Boyles, Assistant City Manager

From: John Washington – Director - Public Works and Engineering Department

Date: March 4, 2021

RE: 2021 UPS Tree Community & Recovery Tree Planting Grant

Policy Issue: City of Statesboro Grant Policy

Recommendation:

Staff request approval to submit an application for the UPS Tree Community & Recovery Tree Planting Grant under the umbrella of the Keep America Beautiful (KAB) Unify & Beautiful Community Grant. Grant award is \$5,000.

Background:

The KAB 2021 UPS Tree Community & Recovery Tree Planting Grant is a grant sponsored by UPS to help communities replant trees in their community to increase canopy size. This grant would allow Keep Statesboro-Bulloch Beautiful (KSBB) to replace trees in Statesboro that have been removed due to disease or natural disaster. KSBB specifically seeks to replace trees that have been removed from specific locations in the Historical District(s). Among these areas are Savannah Ave, College Blvd, and Park Ave. If awarded, KSBB will be able to replace trees in the specified area, ultimately increasing the city's tree canopy percentage and implementing beautification within the city limits.

Budget Impact:

These grants will not directly impact the general budget.

Council Person or District:

N/A (citywide)

Attachments:

2021 UPS Community & Recovery Tree Planting Grant Application

RESOLUTION 2021-16:

A RESOLUTION APPROVING APPLICATION FOR THE UPS TREE COMMUNITY & RECOVERY TREE PLANTING GRANT

THAT WHEREAS, the Mayor and City Council have found that there is a need to replace trees within the Historic District of Statesboro, Georgia, that have been removed due to age or disease. This area includes public property on Savannah Ave, College Blvd, and Park Ave; and,

WHEREAS, the Mayor and City Council have found that the Keep America Beautiful 2021 UPS Tree Community & Recovery Tree Planting Grant is desirable in order to provide financial support to the planting of new trees in the Historic District in Statesboro, Georgia to increase beautification and canopy percentage; and,

WHEREAS, city staff will prepare an application to said program in order to provide funding that is in the dollar amount of \$5,000 to help purchase trees and tree accessories for installation within the Historic District of Statesboro, Georgia; and,

WHEREAS, said program will begin once funds are awarded in May, 2021; and,

WHEREAS, funds are given directly from Keep America Beautiful and will not directly impact the City of Statesboro's general budget.

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

Section 1. The Mayor and City Council hereby authorize the submittal of application to Keep America Beautiful for funding from the 2021 UPS Tree Community & Recovery Tree Planting Grant

Adopted this 16th day of March, 2021

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harding, City Clerk



Timothy E. Grams
Fire Chief

Statesboro Fire Department

*Proudly serving the City of Statesboro and
surrounding communities since 1905!*



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 3-8-2021

RE: Contract with South Georgia Family Medicine Associates PC (John Gerguis M.D.) to serve as the Statesboro Fire Department Physician (also referred to as Statesboro Fire Department Medical Director).

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to enter into a contract with South Georgia Family Medicine Associates PC (John Gerguis M.D.) to serve as the Statesboro Fire Department Physician/Medical Director.

Background: The Statesboro Fire Department has implemented several programs and/or initiatives over the past several years as part of its commitment to the health and safety of its personnel. The Statesboro Fire Department Physician/Medical Director will assist the Department in meeting NFPA standards related to health and wellness. This position will serve as a resource for the Fire Department as it relates to policy development and implementation, assist with the oversight of other Department health and wellness programs, conduct “fit for duty” and “return to work” assessments as well as provide medical screenings to department personnel. The primary goal for having a Fire Department Physician is to ensure that personnel are being evaluated and meeting health and wellness standards in a consistent and proactive manner.

Budget Impact: The Statesboro Fire Department was awarded \$25,000 through the Assistance to Firefighters Grant (AFG) to assist the Department with the Fire Department Physician Program. This \$25,000 will be paid to South Georgia Family Medicine Associates PC for John Gerguis M.D. to serve as Statesboro Fire Department’s Physician/Medical Director as outlined in the position description and scope of services. All costs for services not included in the Scope of Services (i.e. lab work, x-rays, etc.) will be paid through the Fire Department’s Operating Budget.

Council Person and District: All

Attachments:

1. Contract with South Georgia Family Medicine Associates PC
2. Statesboro Fire Department Medical Director Position Description and Scope of Service.

AGREEMENT

THIS AGREEMENT (Agreement") is made and entered into this 16th day of March, 2021 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **South Georgia Family Medicine Associates PC**, 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 serve as Medical Director for the City's Fire Department, and City agrees to compensate Contractor for, all necessary services to serve as, as described in the proposal prepared by City's Fire 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 shall be \$25,000 annually. Individual physicals shall be \$200. All other procedures and services deemed medically necessary shall be provided at cost as incurred by Contractor.
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.

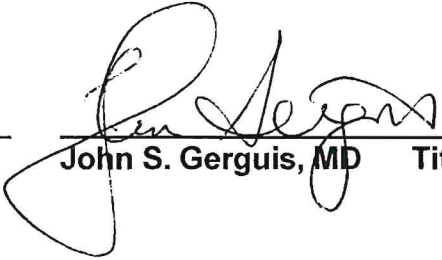
5. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Contractor's employees engaged in the performance of work under this contract. In addition, the Contractor agrees to pay any and all gross receipts, compensation, 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 ninety (90) 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.

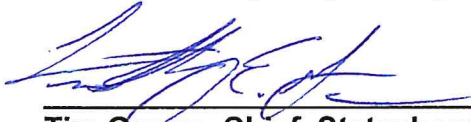
WITNESS:

CONTRACTOR LEGAL NAME


 John S. Gerguis, MD Title: CEO

Recommended by:

_____ Charles Penny, City Manager



_____ Tim Grams, Chief, Statesboro Fire Department

APPROVED AS TO FORM:

_____ I Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____ Leah Harden, City Clerk

By: _____ Jonathan McCollar, Mayor

STATESBORO FIRE DEPARTMENT MEDICAL DIRECTOR POSITION DESCRIPTION/SCOPE OF SERVICES



Executive Summary

This document is intended to provide a structured framework for the ongoing management of an occupational safety, health and wellness program at the Statesboro Fire Department. SFD is a full-time career fire department with approximately 50 members. The majority of firefighting personnel work a 24/48 schedule with other administrative staff working a traditional 40 hour work week.

The Fire Department Medical Director will work closely with the Fire Chief and his/her designee(s) including the Health and Safety Officer, as well as staff from Georgia Southern University's Department of Health Sciences and Kinesiology including a program director, graduate assistants, and a certified athletic trainer. The Georgia Southern partnership provides fire department personnel with personalized workout plans, nutrition and wellness information, and emotional wellness resources. Fitness evaluations are conducted annually for all fire department personnel including strength, flexibility, body composition, EKG and bloodwork.

Firefighters face a hazardous work environment and are at higher risk for many illnesses compared to the general population. Approximately 50% of firefighter line-of-duty deaths are cardiac related. The occupational safety, health and wellness program is designed to combat the risk factors associated with the occupation of firefighting. The program is designed to reduce workplace injuries and strengthen firefighters' physical performance while producing a better quality of life for the employee.

Purpose of Classification

The Statesboro Fire Department Medical Director shall:

1. Serve as an expert advisor and consultant to the Chief of the Fire Department.
2. Serve as a liaison between the Fire Department and the local medical community.
3. Understand the physical and emotional demands placed on firefighters.
4. Understand the environmental working conditions of a firefighter.
5. Provide expert guidance relating to the physical and emotional health and well-being of Fire Department personnel according to NFPA 1500 – *Standard on Fire Department Occupational Safety, Health and Wellness Program*.
6. Perform annual evaluations of Fire Department personnel to ensure they are fit-for-duty in accordance with NFPA 1582 – *Standard on Comprehensive Occupational Medical Program for Fire Departments*.
 - a. Understand the physiological, psychological, and environmental demands placed on fire fighters
 - b. Evaluate fire department candidates and members to identify medical conditions that could affect their ability to safely respond to and participate in emergency operations
 - c. Utilize the essential job task descriptions supplied by the fire department to determine a candidate's or a member's medical certification

STATESBORO FIRE DEPARTMENT MEDICAL DIRECTOR POSITION DESCRIPTION/SCOPE OF SERVICES



- d. Identify and report the presence of Category A or disqualifying Category B medical conditions if present in candidates
 - e. Inform the fire chief or his/her designee whether or not the candidate or current member is medically certified to safely perform the essential job tasks
 - f. Report the results of the medical evaluation to the candidate or current member, including any medical condition(s) identified during the medical evaluation, and the recommendation as to whether the candidate or current member is medically certified to safely perform the essential job tasks
 - g. Forward copies of any abnormal results along with patient instructions regarding primary care follow-up to candidates or current members who were instructed to seek (as appropriate) medical follow-up to address any medical conditions, or lab abnormalities, identified during the medical evaluation
 - h. Review results of the annual occupational fitness evaluation as described in Chapter 8 on NFPA 1582.
 - i. Provide or arrange for a prescriptive rehabilitation and/or fitness program when indicated to aid a member's recovery from illness or injury and enhance his/her ability to safely perform essential job tasks
7. Perform medical evaluations of current and new hire candidates including medical history, examination, EKG, and any laboratory tests required to detect physical or medical conditions that could adversely affect their ability to safely perform the essential job tasks outlined in NFPA 1582 Chapter 5.
 8. When medical evaluations are conducted by a physician or medical provider other than the fire department physician, the evaluation shall be reviewed and approved by the fire department physician.
 9. The fire department physician shall review individual medical evaluations and aggregate data from member evaluations in order to detect evidence of occupational exposure(s) or clusters of occupational disease
 10. The fire department physician shall be a member of the Fire Department Occupational Safety and Health Committee chaired by the health and safety officer as required by NFPA 1500, Standard on Fire Department Occupational Safety and Health Program
 11. The fire department physician shall provide medical supervision for the fire department fitness, return-to-duty rehab programs, return-to-duty evaluations, and physical conditioning programs as required by NFPA 1583, Standard on Health-Related Fitness Programs for Fire Department Members
 12. The fire department physician shall provide supervision for the fire department infection control program as required by NFPA 1581, Standard on Fire Department Infection Control Program.
 13. Report findings of medical exams/evaluations to the patients.
 14. Convey to the Fire Chief whether a candidate or firefighter is medically certified to perform the essential job tasks outlined in NFPA 1582 Chapter 5.
 15. Serve as a supervising medical provider for the Department's athletic trainer.

STATESBORO FIRE DEPARTMENT MEDICAL DIRECTOR POSITION DESCRIPTION/SCOPE OF SERVICES



Minimum Qualifications

The medical director shall be a physician licensed to practice medicine in the state of Georgia and subject to approval by the Fire Chief or his/her designee.

Additional Qualifications

Must be a US Citizen or resident status and must possess and maintain a valid Georgia driver's license. Must possess and maintain all required State of Georgia certifications and/or licensures.

ADA Compliance

Physical Ability: Tasks require the ability to exert heavy physical effort in heavy work, with greater emphasis on climbing and balancing, but typically also involving some combination of stooping, kneeling, crouching, lifting, carrying, and pushing.

Sensory Requirements: Some tasks require the ability to perceive and discriminate colors or shades of colors, sounds, odor, depth, texture, and visual cues or signals. Some tasks require the ability to communicate orally.

Environmental Factors: Performance of essential functions may require exposure to adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, rain, fumes, temperature and noise extremes, machinery, vibrations, electric currents, traffic hazards, toxic agents, violence, disease, or pathogenic substances.

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Venus Mack, District 3
John Riggs, District 4
Shari Barr, District 5

Jonathan McCollar, Mayor
Charles Penny, City Manager
Leah Harden, City Clerk
I. Cain Smith, City Attorney

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

To: Charles Penny, City Manager

From: Jason Boyles, Assistant City Manager

Date: March 8, 2021

RE: Recommendation of Award of Contract to GameTime for Playground Equipment Luetta Moore Park and Rev. W. D. Kent Park Improvements

Policy Issue: Purchasing

Recommendation:

Staff recommends award of contract to GameTime in the amount of \$499,684.22 and authorize the Mayor to execute contract documents for installation of playground equipment at Luetta Moore Park and Grady Street Park (Rev. W. D. Kent Park).

Background:

City staff solicited Requests for Qualifications for the installation of playground equipment for the Luetta Moore Park and Grady Street Park (Rev. W.D. Kent Park) project. On February 22, 2021 City staff received six sealed proposals, however, two were deemed non-responsive to the process requirements and were disqualified. A review committee comprised of City and County staff reviewed four proposals and selected Gametime (Dominica Recreation Products) to enter into negotiations with the City. Gametime has a positive history of project with Statesboro-Bulloch Parks & Recreation including playground equipment at Mill Creek Park.

As part of their submittal GameTime provided a recommendation of possible playground equipment for both parks based on the site plans from Wood Environment & Infrastructure for a total amount of \$499,684.22. The equipment specified is ADA accessible and has been approved by Statesboro-Bulloch Parks & Recreation. The project contractor will remove existing playground equipment and make necessary preparation for GameTime to install the new playground equipment. The intent is to have all playground elements fully completed upon completion of construction on or before July 1, 2021.

Budget Impact:

Project will be funded by financing and debt service is to be paid from City and County SPLOST proceeds.

Council Person and District:

District 2, Councilmember Paulette Chavers

Attachment:

Proposals from GameTime

AGREEMENT

THIS AGREEMENT (Agreement”) is made and entered into this 16th day of March, 2018 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **GameTime c/o Dominica Recreation Products, Inc.** , 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 material and services to install recreational equipment at Rev W.D. Kent and Luetta Moore Parks, as described in the proposals dated February 26 2021 to the Central Services Department, which are 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 shall be \$499,684.22.
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:

DOMINICA REC PRODUCTS, INC

Vendor Number _____

Recommended by: _____
Charles Penny, City Manager

APPROVED AS TO FORM:

I Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____
Leah Harden, City Clerk

By: _____
Jonathan McCollar, Mayor



A PLAYCORE Company

GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

02/26/2021
 Quote #102175-01-02

Rev. Kent Park Playground

City of Statesboro
 Attn: Darren Prather
 22 West Grady Street
 Statesboro, GA 30458
 Phone: 912-764-0642
darren.prather@statesboroga.gov

Ship to Zip 30458

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
<p>----- By Others or To Be Determined - - Digout, Drainage, Finished Grade Determination - Sidewalks, Concrete Curbs, (Borders)</p>						
1	RDU	GameTime - GameTime Fitness Stadium Playground	\$67,999.00	10.81	\$60,647.46	\$60,647.46
		(1) 13813 -- Stadium Shade				
		(1) 13806 -- Stadium Track				
		(1) 13809 -- Get A Grip				
		(1) 13808 -- Up Over and Around				
		(1) 13807 -- Mountain Climber				
		(1) 13802 -- Agility Pods				
		(1) 13810 -- Leaning Wall				
		(1) 13805 -- Sway Station				
		(1) 13803 -- Ledge Climber				
		(1) 13811 -- Central Hub				
		(1) 13804 -- Twisted Ladders				
		(1) 13801 -- Floating Boards				
		(9) G90270 -- 12' Upright, Galv				
1	6252	GameTime - Wrinkle Wall (7 Panel)	\$14,247.00	25.00	\$10,685.25	\$10,685.25
1	5193	GT-Shade - Triple Bay Swing Shade	\$11,789.00	3.00	\$11,435.33	\$11,435.33
2	5168	GameTime - Expression Swing Tandem	\$1,827.00	15.00	\$1,552.95	\$3,105.90
2	SS8918	GameTime - Belt Seat 5" /8' High W/Clevis	\$297.00	10.00	\$267.30	\$534.60
2	SS8914	GameTime - Enclosed Tot 5"/8' High W/Clevis	\$355.00	10.00	\$319.50	\$639.00
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>			\$28,200.00	\$28,200.00
3700	EWf-12	GT-Impax - Engineered Wood Fiber - 12" Compacted Depth- <i>per sq. ft. - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant</i>	\$1.98	25.00	\$1.49	\$5,494.50
1	INSTALL	5-Star Plus - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>			\$1,700.00	\$1,700.00
					Sub Total	\$136,219.00
					Discount	(\$13,776.96)



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02/26/2021
Quote #102175-01-02

Rev. Kent Park Playground

Table with columns: Qty, Part #, Description, List \$, % Disc., Selling \$, Ext. Selling \$, Freight, Total. Total amount: \$127,509.79

This quote was prepared by Rob Dominica, President.
For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced separately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

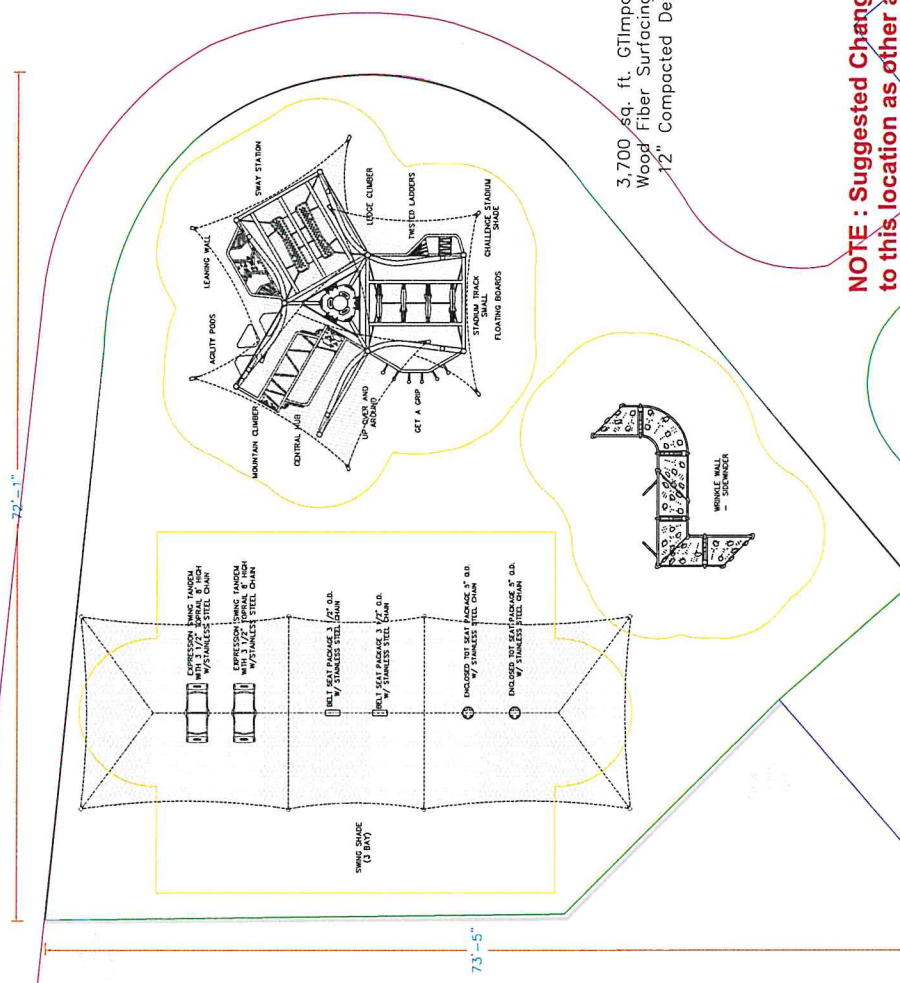
Phone: _____

E-Mail: _____

Purchase Amount: \$127,509.79

Child Capacity	180
Total Play Events	22

- Five Key Features**
- Fitness Stadium PLAYGROUND
 - complete youth workout while playing
 - 15 Different Play/Fit Elements
 - Arranged in a pattern for continually play
 - Integrated architectural Shade
 - Shaded Swing Frame
 - With Tandem Swing Seats
 - Architectural Climbing Wall



3,700 sq. ft. GTimpoX Engineered Wood/Fiber Surfacing
12" Compacted Depth

NOTE : Suggested Change of Area to this location as other area has severe slope and drainage issues. Approximately same sq. ft. area

- Scope of Work by Others or TBD -
- Digout of Area
 - Drainage
 - Sidewalks
 - Concrete Curb

GameTime
A PLAYCORE Company

150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

ISO 9001 CERTIFIED
SAFETY INSURED

Rev. Kent Park (Grady St Park)
City of Statesboro, Georgia

Representative
Dominica Recreation Products

This play equipment is designed for children ages 5-12

Minimum Area Required:
Swing checking can be installed only when in an 24' x 36' format

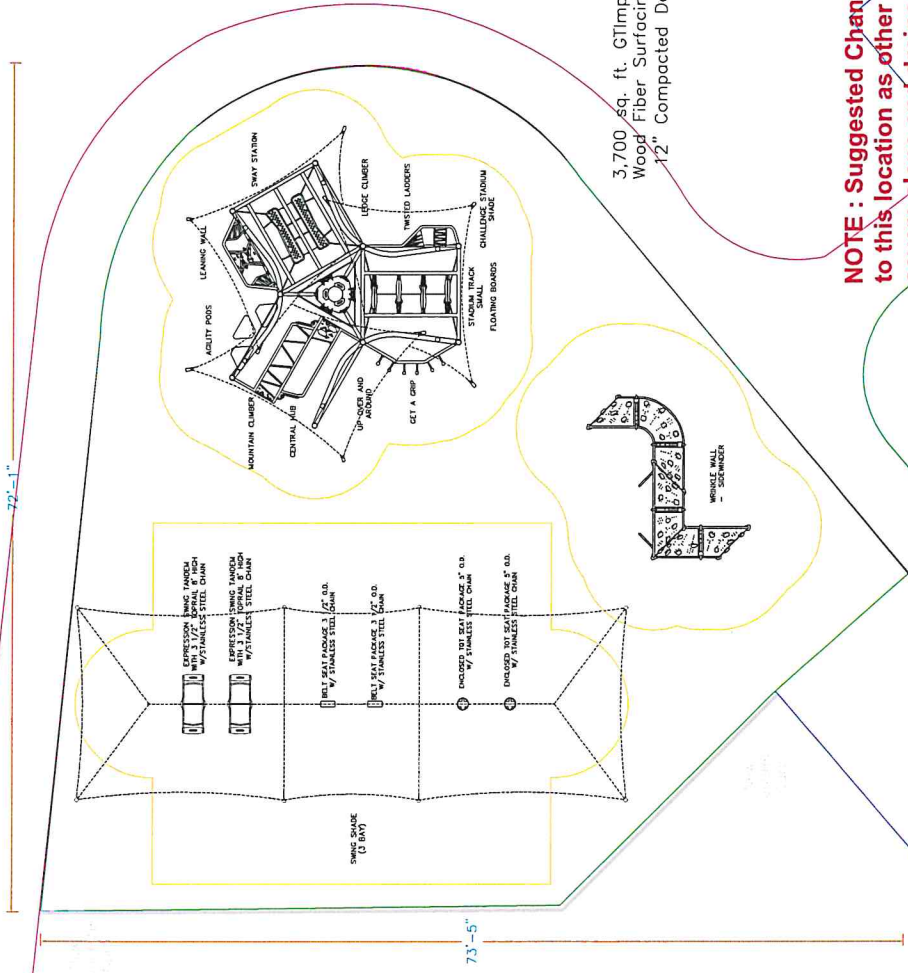
IMPORTANT: Soft play surfaces should be placed in the use zones of all equipment, as specified for each type of play element. The use zones for critical life elements as specified by the U.S. Consumer Product Safety Commission, CPSC, are shown on the attached Structural CAN/CSA-Z-614

Drawn By:
Rob
Date:
2-26-21
Drawing Name:
Kent Park



Child Capacity	180
Total Play Events	22

- Five Key Features**
- Fitness Stadium PLAYGROUND
 - complete youth workout while playing
 - 15 Different Play/Fit Elements
 - Arranged in a pattern for continually play
 - Integrated architectural Shade
 - Shaded Swing Frame
 - With Tandem Swing Seats
 - Architectural Climbing Wall



3,700 sq. ft. GTimepx Engineered Wood Fiber Surfacing
12" Compacted Depth

NOTE : Suggested Change of Area to this location as other area has severe slope and drainage issues. Approximately same sq. ft. area

- Scope of Work by Others or TBD --
- Digout of Area
 - Drainage
 - Sidewalks
 - Concrete Curb



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Rev. Kent Park (Grady St Park)
City of Statesboro, Georgia
Representative
Dominica Recreation Products

This play equipment is recommended for children ages 5-12

Minimum Area Required:
Scale:
This drawing can be scaled only when in an 8 1/2" x 36" format

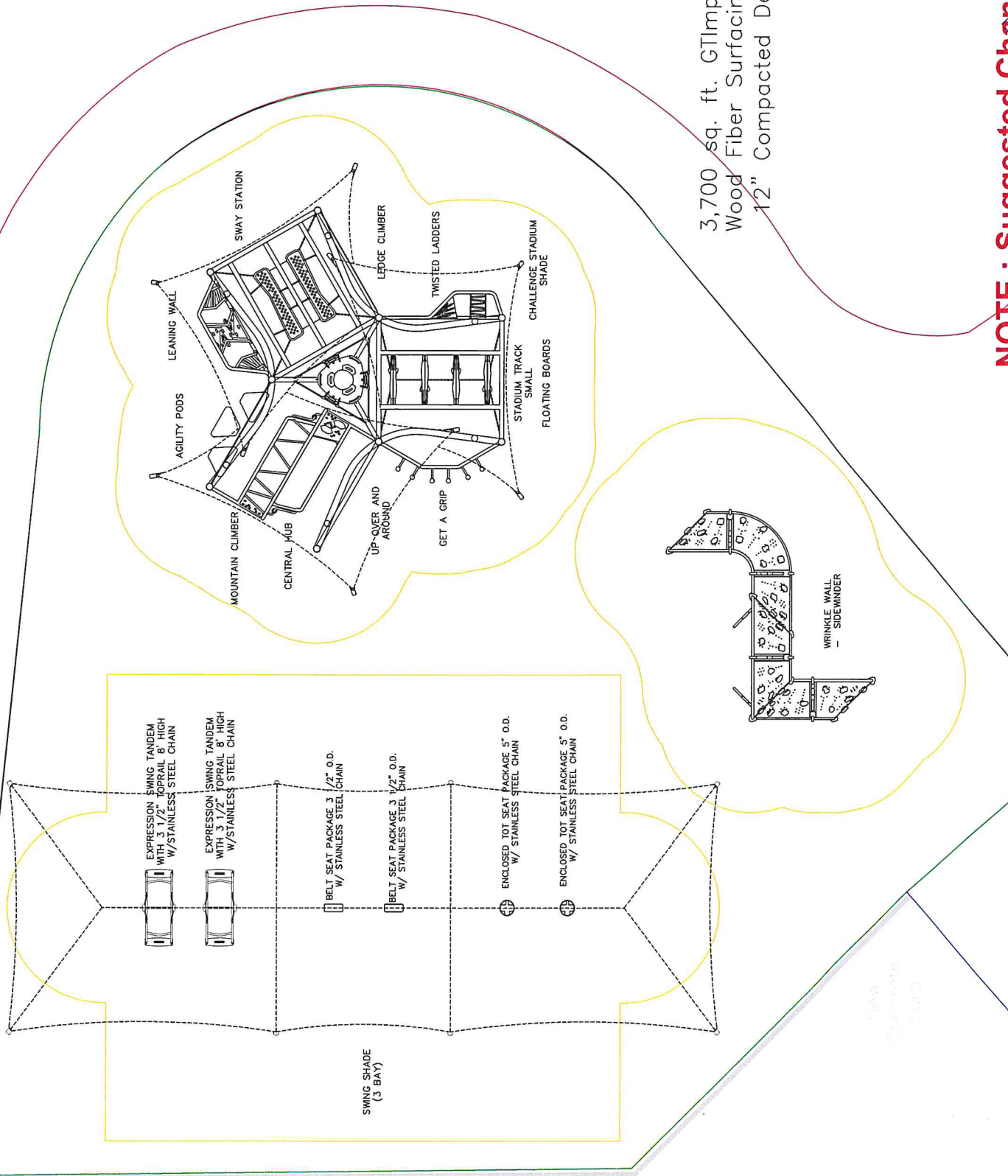
IMPORTANT: Soft resilient surfacing should be placed in the use zones of all play equipment. The use zones of all equipment, sized at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1447 and Canada's Standard CAN/CSA-Z614

Drawn By:
Rob
Date:
2-25-21
Drawing Name:
Kent Park



72'-1"

73'-5"



3,700 sq. ft. GImpax Engineered
 Wood Fiber Surfacing
 12" Compacted Depth

NOTE - Suggested Change of Area



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02/26/2021
 Quote #102175-02-02

Luetta Moore Park Playground

City of Statesboro
 Attn: Darren Prather
 22 West Grady Street
 Statesboro, GA 30458
 Phone: 912-764-0642
darren.prather@statesboroga.gov

Ship to Zip 30458

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
<p style="text-align: center;"> By Others or To Be Determined - - Digout, Drainage, Finished Grade Determination - Sidewalks, Concrete Curbs, (Borders) </p>						
1	178749	GameTime - Owner's Kit			\$60.00	\$60.00
1	RDU	GameTime - Modern Tower with Modern Theming	\$178,776.00	28.52	\$127,790.57	\$127,790.57
		(1) 91573 -- IMAGINATION PANEL				
		(1) 91577 -- Automotive Race Half Panel				
		(11) 5409RP -- Entryway (Modern)				
		(5) 5410RP -- Modern Enclosure				
		(1) 81665 -- Seat And Table For Two				
		(1) 91489 -- Vertical Wiggle Climber 7'6" -8'				
		(1) 90870 -- Splitter 8'				
		(1) 91542 -- 15' Square Canopy				
		(2) 5140 -- Small Sprout Climber				
		(1) 90857 -- 33' Sky Run Zip Track w/Zip Seat				
		(1) 91269 -- Sprout Climber				
		(1) 80656 -- Access Attachment 3' & 4'				
		(1) 90251 -- 3' Leaning Wall Climber				
		(1) 5699RP -- Razor Climber (5')				
		(1) 91501 -- Olympus Climber 7' thru 8' attach				
		(1) 5356RP -- Vertical Net Climber (8')				
		(2) 5402RP -- Offset Entryway (Modern)				
		(1) 5490RP -- Sky Camber Climber (8')				
		(1) 6059RP -- Modern Hex Roof				
		(1) 6083RP -- Altus Modern Tower Thunderring				
		(1) 6065RP -- Altus Overlook				
		(1) 6084RP -- Altus Modern Tower Barrier Panel				
		(1) 6082RP -- Altus X2 Modern Tower Base				
		(3) 90399 -- Std Funnel Bridge, 1 Dk Span W/ Barrier				
		(1) 90401 -- Std Funnel Bridge, 2 Dk Span Barrier				
		(1) 91324 -- Erractic Climber W/Hex Net 4'-5'				
		(1) 90578 -- Swerve Slide				



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02/26/2021
 Quote #102175-02-02

Luetta Moore Park Playground

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
	(1)	90032 -- 3' Transfer Platform W/Guardrail				
	(1)	90021 -- 2'-0" Transfer System W/ Barrier				
	(1)	90022 -- 2'-6" Transfer System W/ Barrier				
	(1)	81688 -- Therapeutic Rings Attch				
	(1)	80082 -- Slide Transfer				
	(1)	90534 -- 3' Rung Kickplate				
	(4)	81666 -- Fun Seat				
	(1)	81669 -- Hand Cyclor				
	(1)	81670 -- Crunch Bar				
	(1)	81699 -- Bongos				
	(2)	90216 -- Rung Enclosure W/Barrier, Above Dk				
	(1)	90106 -- 4'-6"/5' Schooner Climber				
	(1)	90208 -- Funnel Enclosure W/Barrier				
	(7)	80001 -- 49"Tri Punched Steel Deck				
	(1)	90509 -- 5' Double Zip Slide, Std Dk				
	(1)	90350 -- 5'-0 F5 Slide W/Hood				
	(10)	80000 -- 49" Sq Punched Steel Deck				
	(1)	80078 -- 6"Stepped Platform				
	(1)	90512 -- 8' Std Zip Slide				
	(1)	5655RP -- 8' Extension w/Cap				
	(6)	5656RP -- 8' Extension w/out Cap				
	(10)	90272 -- 14' Upright, Alum				
	(17)	G90273 -- 15' Upright, Galv				
	(9)	90269 -- 11' Upright, Alum				
	(1)	G90272 -- 14' Upright, Galv				
	(1)	90270 -- 12' Upright, Alum				
	(1)	90267 -- 9' Upright, Alum				
	(2)	G90262 -- 4' Upright, Galv				
	(2)	90271 -- 13' Upright, Alum				
	(2)	90268 -- 10' Upright, Alum				
	(1)	3963RP -- 12' Spiral Slide (W/ Slide Panel)				
	(1)	153653 -- 49" Tube Section				
	(1)	153844 -- 90 Deg Elbow Sec 30" Dia				
	(1)	153844 -- 90 Deg Elbow Sec 30" Dia				
	(1)	153844 -- 90 Deg Elbow Sec 30" Dia				
	(1)	153844 -- 90 Deg Elbow Sec 30" Dia				



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02/26/2021
 Quote #102175-02-02

Luetta Moore Park Playground

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
		(1) 155320 -- 30 Deg Elbow W/15 Deg Holes				
		(1) 160199 -- 90 Deg 30"W/15 Deg Flange				
		(1) 200172 -- STRAIGHT EXIT 30"DIA				
		(1) 203582 -- Tube Entrance Section				
		(1) 205377 -- Arch Bridge Trim 3				
		(1) 301503 -- 7010-SUPPORT ASSY 36 1/4"				
		(1) V10792 -- FORMED FOOTBUCK 54 1/4"LG				
		(1) V10792 -- FORMED FOOTBUCK 54 1/4"LG				
		(1) V10794 -- FORMED FOOTBUCK 91 1/4"LG				
		(1) V10794 -- FORMED FOOTBUCK 91 1/4"LG				
3	5207RP	PlayWorx GT - Hoop Roof - 2 Deck Span	\$1,084.00	10.00	\$975.60	\$2,926.80
1	5415RP	PlayWorx GT - 8' Ascent Climber	\$29,060.00	10.00	\$26,154.00	\$26,154.00
2	5140	GameTime - Small Sprout Climber	\$1,337.00	25.00	\$1,002.75	\$2,005.50
3	10768	GameTime - Toad Stool Seat	\$450.00	25.00	\$337.50	\$1,012.50
1	90857	GameTime - 33' Sky Run Zip Track w/Zip Seat	\$12,781.00	25.00	\$9,585.75	\$9,585.75
1	5193	GT-Shade - Triple Bay Swing Shade	\$11,789.00	3.00	\$11,435.33	\$11,435.33
1	SS1757	GameTime - 5" Zero-G Chair (5-12)-Stainless	\$601.00	5.00	\$570.95	\$570.95
3	SS8918	GameTime - Belt Seat 5" /8' High W/Clevis	\$297.00	10.00	\$267.30	\$801.90
2	5145	GameTime - Expression Swing 5" X 8'			\$1,336.00	\$2,672.00
1	5916SP	PlayWorx GT - GTWave	\$59,999.00	3.00	\$58,199.03	\$58,199.03
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>			\$84,600.00	\$84,600.00
1250	Poured-8	GT-Impax - Poured Rubber Surfacing - 8' fall height- <i>50% Standard Color - Aromatic Binder - 1/2" EPDM Cap - 5-year warranty</i>	\$18.75	21.60	\$14.70	\$18,375.00
1250	Crush	GT-Impax - Crushed & Compacted Stone Sub-Base (sq. ft.)- <i>Warranty to match Surfacing Warranty (5-years). Installed per specification of Unitary Surfacing requirements.</i>			\$3.75	\$4,687.50
6030	EWf-12	GT-Impax - Engineered Wood Fiber - 12" Compacted Depth- <i>per sq. ft. - ADA Compliant - IPEMA Certified - ASTM F1292 & F1951 Compliant</i>	\$1.98	25.25	\$1.48	\$8,924.40
1	INSTALL	5-Star Plus - Spreading of Wood Fiber- <i>Wood Fiber will be delivered by large truck and dumped in staging area. Installer will use bob-cat or similar to move wood fiber into site, one load at time. Installer not responsible for sod or sidewalks from staging area to job site.</i>			\$2,400.00	\$2,400.00
Sub Total						\$430,969.40
Discount						(\$68,768.17)
Freight						\$9,973.20
Total						\$372,174.43



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02/26/2021
 Quote #102175-02-02

Luetta Moore Park Playground

This quote was prepared by Rob Dominica, President.
 For questions or to order please call - 800-432-0162 ext. 113 robd@gametime.com

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

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This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independent installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

Unitary Surfacing Notes : The installer of the Unitary Surfacing (Poured, Bonded, Turf, Tiles) is not the same installer of the playground equipment. However, your certified equipment installer will coordinate the timing of the unitary surfacing installation, but more than likely they will not be on-site at the time. They will continue to be your contact should you have any questions. Security is needed to protect surfacing at night or after installation as the product set. Normally it is not needed or a concern, however in some areas additional security is needed to prevent vandalism. **Security is not included.** Vandalism will be the responsible of the owner.

Acceptance of quotation:

Accepted By (printed): _____

P.O. No: _____

Signature: _____

Date: _____

Title: _____

Phone: _____

E-Mail: _____

Purchase Amount: **\$372,174.43**

Five Key Features

- 12' Modern Tower Fully Enclosed Modern Look
- Varying Deck Height Climbers all with unique Modern Look
- Skyline Zip Track
- Shaded Swing Frame
- With ADA Swing Seat
- New GTWave only net with a slide and fully ADA compliant

- Scope of Work by Others or TBD –
- Digout of Area
 - Drainage
 - Sidewalks
 - Concrete Curb

Child Capacity	280
Total Play Events	56+

Total Area 7,280 sq. ft.

- 1,250 sq. ft. GImpact Poured Rubber Surfacing
- 50% Color Fall height as needed
- 6,030 sq. ft. GImpact Engineered Wood Fiber Surfacing
- 12" Compacted Depth (TBD)



IPEMA
CERTIFIED
ASTM
F 1487



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com
Louisiana
Dominica Recreation Products

LuAnne Moore Park
City of Statesboro, GA

This play equipment is recommended for children ages 5-12

Minimum Area Required:
Scale: 1" = 5'-0"
This drawing can be scaled only when in an A or E format

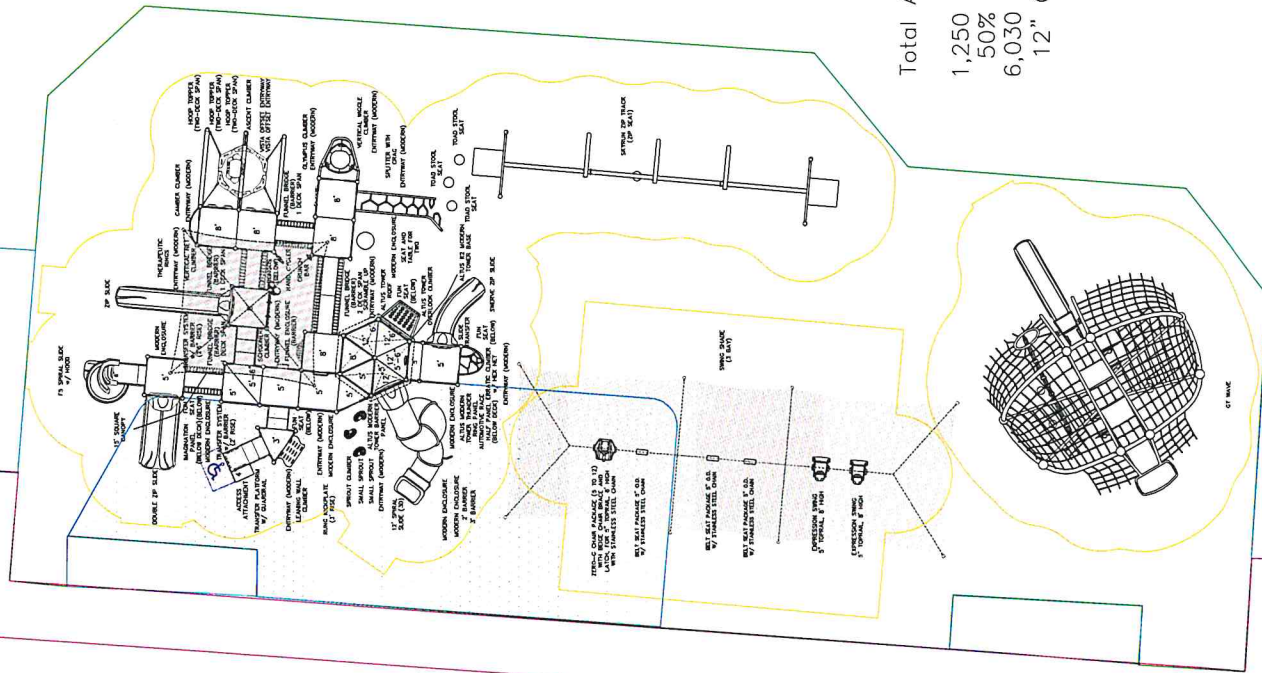
IMPORTANT: Soft resilient surfacing equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. ASTM standard F 1487 and Canadian Standard CANCSA-2-014

Drawn By:
Rcb
Date:
2-26-21
Drawing Name:
LuAnne Moore

Five Key Features

- 12' Modern Tower Fully Enclosed Modern Look
- Varying Deck Height Climbers all with unique Modern Look
- Skyline Zip Track
- Shaded Swing Frame
- With ADA Swing Seat
- New GTWave only net with a slide and fully ADA compliant

- Scope of Work by Others or TBD –
- Digout of Area
 - Drainage
 - Sidewalks
 - Concrete Curb



Total Area 7,280 sq. ft.

- 1,250 sq. ft. GTImpax Poured Rubber Surfacing
- 50% Color Fall height as needed
- 6,030 sq. ft. GTImpax Engineered Wood Fiber Surfacing
- 12" Compacted Depth (TBD)

Child Capacity	280
Total Play Events	56+



1" = 1'-0"



150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

LuAnne Moore Park
City of Stalesboro, GA
www.gametime.com
Dominica Recreation Products

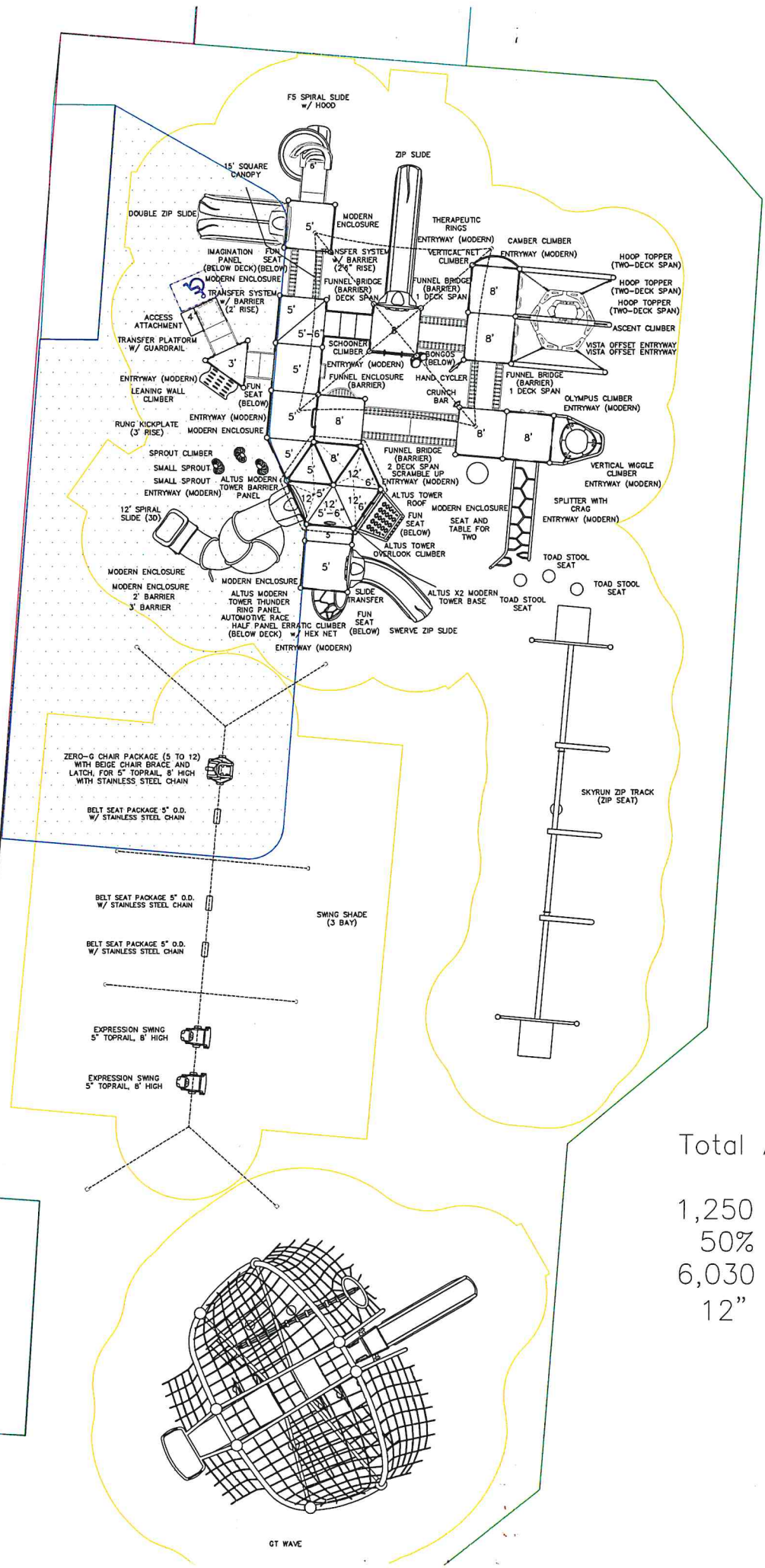
The play equipment is recommended for children ages 5-12

Minimum Area Required:
Scale: 1" = 5'-0"
This drawing can be scaled only when in an 36" x 48" format

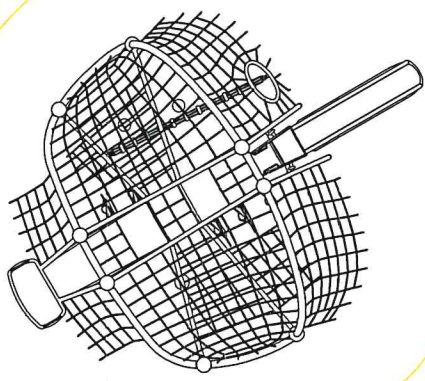
IMPORTANT: Soft surface surfacing should be placed in the use zones of all equipment, and at depths to meet the critical fall heights as specified by the U.S. ASTM standard F 1487 and Canadian Standard CANCSA-214

Drawn By: Rob
Date: 2-26-21
Drawing Name: LuAnne Moore

t



Total Area
 1,250 sq.
 50% Co
 6,030 sq.
 12" Cor



GT WAVE