



**May 15, 2018 5:30 pm**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilman Phil Boyum
3. Recognitions/Public Presentations
  - A) Proclamation to recognize "National Police Week"
  - B) Proclamation presented to the City of Statesboro Department of Public Works & Engineering recognizing the week of May 20 - 26, 2018 as "Public Works Week".
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 05-01-2018 Council Minutes
  - B) Consideration of a motion for the surplus and disposal of vehicles and equipment in the Public Works & Engineering Department, Fire Department and Public Utilities Department
  - C) Consideration of a Motion to cancel the July 3, 2018 Council Meeting.
6. Public Hearing and First Reading of **Ordinance 2018-02**: An Ordinance of the Statesboro Code of Ordinances for Chapter 6 (Alcoholic Beverages) Amendment to Section 6-5 adding insurance requirements for alcoholic beverage licensees.
7. Public Hearing and First Reading of **Ordinance 2018-03**: An Ordinance of the Statesboro Code of Ordinance for Chapter 6 (Alcoholic Beverages) Amendment modifying policy relating to admission of patrons under 21 years to establishments licensed to sell alcoholic beverages.
8. Public Hearing and First Reading of **Ordinance 2018-04**: An Ordinance of the Statesboro Code of Ordinances for Chapter 6 (Alcoholic Beverages) Amendment adding Low Volume Licensees to Section 6-3 Definitions and consideration by Mayor and Council of whether a discount for license fees should be available for such licensees and in what amount.
9. Public Hearing and First Reading of **Ordinance 2018-05**: An Ordinance of the Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages) Amendment adding Special Events provision to Section 6-8 "Regulations pertaining to certain classes of licenses generally" as Section 6-8 9(d)(3)

10. Public Hearing and Consideration of a Motion to Approve: **APPLICATION DSDA 18-05-01**: Lovett and Mills Excavators requests to demolish two (2) structures addressed 2 Savannah Ave. The property lies adjacent to the boundaries of the Downtown Statesboro Development Authority and requires a finding of necessity for proposed demolitions where the structure does not exceed 35 percent in structural damage and meets one of the criteria contained in Section 3003(D).
11. Consideration of a Motion to approve a Mutual Aid Agreement between the City of Statesboro and City of Swainsboro related to Fire Protection.
12. Consideration of a Motion to approve selection of Trojan Signa UV system to replace the existing Trojan UV 4000 system and authorize staff to negotiate a purchase price not to exceed \$685,000.00.
13. Consideration of a Motion to approve Professional Serviced Contract with Hussy, Gay, Bell Engineering to provide design, bid, and permitting and contract administration for the Ultraviolet System replacement project at the WWTP with the total amount no to exceed \$56,795.00.
14. Consideration of a Motion to approve the extension of water and sewer service to Bulloch Academy School on West Main St. with the City's financial participation not to exceed \$100,000.00.
15. Consideration of a Motion to approve a Water/Sewer Agreement between the City of Statesboro and Bulloch Academy, Inc.
16. Other Business from City Council
17. City Managers Comments
18. Public Comments (General)
19. 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 (2012)**
20. Consideration of a Motion to Adjourn

# A Proclamation by the Mayor and City Council of Statesboro, Georgia

## 2018 National Police Week Proclamation

- Whereas,** In 1962, President John F. Kennedy signed a proclamation which designated May 15 as Peace Officers Memorial Day and the week in which that date falls as Police Week; and
- Whereas,** the officers and staff of the Statesboro Police Department play an essential role in protecting the freedoms and safeguarding the rights of the citizens of our community; and
- Whereas,** there are nearly 60,000 assaults on law enforcement officers across the United States each year, resulting in approximately 16,000 injuries; and
- Whereas,** more than 20,000 law enforcement officers in the United States have died in the line of duty since the first recorded death in 1791; and
- Whereas,** the names of 129 officers who died in the line of duty in 2017 are being added to the National Law Enforcement Officer's Memorial this spring; and
- Whereas,** it is important to recognize the partnership that exists between the police and their community in order to ensure a high quality of life for all citizens,

**Now, therefore,** I, Jonathan McCollar, Honorable Mayor of Statesboro, Georgia, do hereby proclaim the week of May 13 through May 19, 2018 as Police Week in the City of Statesboro; and therefore extend appreciation to the members of the Statesboro Police Department for their dedicated work alongside our community, and call upon all citizens to take a moment to consider the responsibilities we place upon the shoulders of our law enforcement officers, and to reflect on those officers in our nation who have died in the line of duty.

**In witness whereof,** I, Jonathan McCollar, Honorable Mayor of the City of Statesboro, Georgia, hereunto set my hand and caused the seal of the City of Statesboro to be affixed this 15<sup>th</sup> Day of May, 2018.

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Jonathan McCollar, Mayor

# CITY OF STATESBORO



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

**To:** Randy Wetmore, City Manager  
**From:** Jason Boyles, Director of Public Works and Engineering  
**Date:** 5/7/18  
**RE:** National Public Works Week Proclamation  
**Policy Issue:** Public Education and Advocacy

**Recommendation:**

Proclamation recognizing May 20-26, 2018 as National Public Works Week. Tammy Rushing, 2017 City of Statesboro Employee of the Year, will receive the proclamation at the May 15, 2018 city council meeting.

**Background:**

Since 1960, the American Public Works Association (APWA) has sponsored National Public Works Week. Public Works professionals across North America use this week to energize and educate the public on the importance of public works to their daily lives: planning, building, managing and operating at the heart of their local communities to improve everyday quality of life. Locally, the City of Statesboro Department of Public Works & Engineering uses this opportunity to highlight accomplishments, advocate for public works initiatives in our community, and to promote safety in work zones.

The 2018 National Public Works theme is "The Power of Public Works" and recognizes the impacts provided by the many facets of public works in our community. From maintaining roads to planning for and implementing mass transit, from providing clean water to disposing of solid waste, from maintaining fleet equipment to implementing emergency management strategies, public works services influence a community's quality of life.

**Budget Impact:** None

**Council Person and District:** N/A (citywide)

**Attachments:** Proclamation

# A Proclamation by the Mayor and City Council of Statesboro, Georgia

## *Public Works Week Proclamation*

- WHEREAS,** public works services provided in our community are an integral part of our citizens' everyday lives; and,
- WHEREAS,** the support of an understanding and informed citizenry is vital to the efficient operation of public works services and facilities; and,
- WHEREAS,** the health, safety, and quality of life of this community greatly depends on these services and facilities; and,
- WHEREAS,** the quality and effectiveness of these services and facilities, as well as their planning, design, construction and management, is vitally dependent upon the efforts and skill of public works personnel; and,
- WHEREAS,** the efficiency of the qualified and dedicated personnel who provide public works services are materially influenced by the public's attitude and understanding of the importance of the work they perform; and,
- WHEREAS,** in honor of National Public Works Week, sponsored by the American Public Works Association, it is most appropriate that we recognize the service of the public works personnel of the City of Statesboro; now,
- NOW, THEREFORE,** I, Jonathan McCollar, Mayor of Statesboro, Georgia, do hereby proclaim the week of May 20 through May 26, 2018 as "**Public Works Week**" in the City of Statesboro; and, further extend appreciation to our public works personnel for the vital services they perform and their exemplary dedication to this community; and, call upon all citizens to acquaint themselves with the matters involved in providing public works services and to recognize the contributions which our public works personnel make every day to our health, safety, comfort, and quality of life.

Passed and adopted this 15th day of May, 2018.

CITY OF STATESBORO, GEORGIA

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Jonathan McCollar, Mayor



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**CITY OF STATESBORO  
Council Minutes  
May 1, 2018**

A regular meeting of the Statesboro City Council was held on May 01, 2018 at 9:00 am in the Council Chambers at City Hall. Present were Mayor Jonathan McCollar, Council Members: Phil Boyum, Sam Lee Jones, Jeff Yawn and John Riggs. Also present were City Manager Randy Wetmore, Deputy City Manager Robert Cheshire, City Clerk Sue Starling and City Attorney Cain Smith.

The Meeting was called to Order by Mayor Jonathan McCollar.

Invocation and Pledge of Allegiance by Councilman John Riggs

**Recognitions/Public Presentations**

- A) Ms. Kania Greer would like to give an update on the Community Dog Park**
- B) Recognize Ms. Tammy Davis' 7th Grade "Advanced Science" Class from Langston Chapel Middle School.**
- C) Recognition of Robbie Sewell, Parks Supervisor, for obtaining certification as a Georgia Certified Landscape Professional.**

Kania Greer was not present. Director of DSDA Allen Muldrew gave the update on the Dog Park. He stated the organization was selling brick as a fund raiser for the Park.

Ms. Tammy Davis' and the 7th Grade class were not present.

Mayor McCollar presented Robbie Sewell with his certificate for obtaining certification as a Georgia Certified Landscape Professional.

**Public Comments (Agenda Item):** None

**Consideration of a Motion to approve the Consent Agenda**

- A) Approval of Minutes**
  - a) 04-03-2018 Council Minutes**
  - b) 04-06-2018 Budget Retreat Minutes**
  - c) 04-17-2018 Council Minutes**
  - d) 04-24-2018 Called Council Minutes**

Councilman Yawn made a motion, seconded by Councilman Riggs to approve the consent agenda in entirety. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Second Reading and Consideration of a Motion to approve Ordinance 2018-01: An Ordinance to amend Chapter 5-336 –Vendor and Professional Appeals.**

Councilman Yawn made a motion, seconded by Councilman Boyum to approve **Ordinance 2018-01**: An Ordinance to amend Chapter 5-336 –Vendor and Professional Appeals.

Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Public Hearing and Consideration of a Motion to Approve Alcohol License Application:**

**A) Jay Suree Ambe 2018 Inc.**

**Vrundaben Patel**

**118 Lanier Drive**

**B) New Tokyo Ga Inc.**

**Yan Zhu**

**100 Brampton Ave**

**Suite 1A**

**C) Shriji Food**

**Mohanlal Babarbhahi Patel**

**218 N Main Street**

**D) Loco Inc.**

**DBA: Loco's Grill and Pub**

**91 Briarwood Lane**

**E) Southern Bars LLC**

**DBA/ The Cotton Barrel**

**125 Gata Drive**

The public hearing was not opened or closed. Councilman Yawn made a motion, seconded by Councilman Riggs to approve all alcohol applications in one vote. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Public Hearing and Consideration of a Motion to Approve: APPLICATION 17-09-01: Valor Investments, LLC requests a conditional use variance from Article II Section 201 for 2.17 acres of property addressed 557 East Main Street and currently zoned R20 (Single-family Residential) to utilize the property as a group home for the treatment of alcohol and/or drug dependency.**

Councilman Riggs made a motion, seconded by Councilman Yawn to open the public hearing. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

Stuart Gregory spoke in favor of the request.

Councilman Yawn made a motion, seconded by Councilman Riggs to close the public hearing. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Riggs made a motion, seconded by Councilman Yawn to approve **APPLICATION 17-09-01**: Valor Investments, LLC requests a conditional use variance from Article II Section 201 for 2.17 acres of property addressed 557 East Main Street and currently zoned R20 (Single-family Residential) to utilize the property as a group home for the treatment of alcohol and/or drug dependency. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Public Hearing and Consideration of a Motion to Approve: APPLICATION V 18-03-04: Gemini Construction requests a variance from Article XV Section 1509(C) Table 4 of the Statesboro Zoning Ordinance regarding the minimum required setback for a freestanding sign permitted for installation July 17, 2017.**

Councilman Riggs made a motion, seconded by Councilman Yawn to open the public hearing. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

Matt Patrick spoke in favor of the request.

Councilman Riggs made a motion, seconded by Councilman Yawn to close the public hearing. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Jones made a motion, seconded by Councilman Riggs to approve **APPLICATION V 18-03-04**: Gemini Construction requests a variance from Article XV Section 1509(C) Table 4 of the Statesboro Zoning Ordinance regarding the minimum required setback for a freestanding sign permitted for installation July 17, 2017. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Public Hearing and Consideration of a Motion to Approve: APPLICATION V 18-03-05: Ken Kitching requests a zoning map amendment for roughly .21 acres of a .73 acre parcel from the HOC (Highway Oriented Commercial) zoning district to the CR (Commercial Retail) zoning district. The applicant will subsequently subdivide the entire .73 acre parcel and construct an office building on the resulting .21 acre parcel.**

**Public Hearing and Consideration of a Motion to Approve: APPLICATION RZ 18-03-03: Ken Kitching requests a variance from Article X Section 1003(A), which requires a minimum lot area of 10,000 square feet. Consideration should first be given to variance application V18-03-05.**

Councilman Boyum made a motion, seconded by Councilman Yawn to open the public hearing for Application V-18-03-05 and Application RZ 18-03-03. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

Ken Kitching spoke in favor of the request.

Councilman Yawn made a motion, seconded by Councilman Riggs to close the public hearing. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Riggs made a motion, seconded by Councilman Yawn, to include staff recommendations for approval of APPLICATION V 18-03- 05: Ken Kitching requests a zoning map amendment for roughly .21 acres of a .73 acre parcel from the HOC (Highway Oriented Commercial) zoning district to the CR (Commercial Retail) zoning district. The applicant will subsequently subdivide the entire .73 acre parcel and construct an office building on the resulting .21 acre parcel and APPLICATION RZ 18-03- 03: Ken Kitching requests a variance from Article X Section 1003(A), which requires a minimum lot area of 10,000 square feet. Consideration should first be given to variance application V18-03-05. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Public Hearing and Consideration of a Motion to Approve: APPLICATION RZ 18-01-09: L&S Acquisitions and CFN Partners, LLC request a zoning map amendment of a proposed subdivision of 6.8 acres of a 60.92 acre parcel located at Josh Hagin Road from the R8 (Single-Family Residential) and R10 (Single-Family Residential) zoning districts to the CR (Commercial Retail) zoning district to permit new retail construction (Tax Parcel 107 000009 000). This application was tabled at the request of the applicant at the January 16, 2018 City Council Meeting.**

Councilman Riggs made a motion, seconded by Councilman Yawn to open the public hearing. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

Joey Maxwell spoke in favor of the request.

Councilman Riggs made a motion, seconded by Councilman Yawn to close the public hearing. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Boyum made a motion seconded by Councilman Yawn to approve APPLICATION RZ 18-01- 09: L&S Acquisitions and CFN Partners, LLC request a zoning map amendment of a proposed subdivision of 6.8 acres of a 60.92 acre parcel located at Josh Hagin Road from the R8 (Single-Family Residential) and R10 (Single-Family Residential) zoning districts to the CR (Commercial Retail) zoning district to permit new retail construction (Tax Parcel 107 000009 000). This application was tabled at the request of the applicant at the January 16, 2018 City Council Meeting. The motion also included a five (5) foot wide landscape buffer will be required along the parking lot abutting Railroad Bed Road. Any materials planted in this buffer must have a maximum growth height no greater than three (3) feet at maturity. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Public Hearing and Consideration of a Motion to Approve: APPLICATION DSDA 18-04-01: Northland Communications requests to demolish one (1) structure addressed 32 East Main Street, which is a contributing property to the remains of the East Vine Street Warehouse and Depot District. The property lies within the boundaries of the Downtown Statesboro Development Authority and requires a finding of necessity for proposed demolitions where the structure does not exceed 35 percent in structural damage and meets one of the criteria contained in Section 3003(D).**

Councilman Riggs made a motion, seconded by Councilman Yawn to open the public hearing. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

Lee Johnson of Northland Cable spoke in favor of the request.

Councilman Riggs made a motion, seconded by Councilman Yawn to close the public hearing. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

Councilman Boyum made a motion, seconded by Councilman Riggs Motion to approve: **APPLICATION DSDA 18-04-01**: Northland Communications requests to demolish one (1) structure addressed 32 East Main Street, which is a contributing property to the remains of the East Vine Street Warehouse and Depot District. The property lies within the boundaries of the Downtown Statesboro Development Authority and requires a finding of necessity for proposed demolitions where the structure does not exceed 35 percent in structural damage and meets one of the criteria contained in Section 3003(D). Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Public Hearing and First Reading of Ordinance 2018-02: An Ordinance of the Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages) Amendment to Section 6-5 adding insurance requirements for alcoholic beverage licensees.**

**Public Hearing and First Reading of Ordinance 2018-04: An Ordinance of the Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages) Amendment adding Low Volume Licensees to Section 6-3 Definitions and consideration by Mayor and Council of whether a discount for license fees should be available for such licensees and in what amount.**

**Public Hearing and First Reading of Ordinance 2018-05: An Ordinance of the Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages) Amendment adding Special Events provision to Section 6-8 “Regulations pertaining to certain classes of licenses generally” as Section 6-8 9(d)(3)**

Councilman Boyum made a motion, seconded by Councilman Yawn to table **Ordinance 2018-02-2018-04, 2018-05** until the next meeting. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to Approve the Memorandum of Understanding (MOU) between SPD and BCSO allowing Bulloch County Sheriff's Foundation and Statesboro Police Foundation to construct building at jointly owned training facility on 301 North.**

Councilman Yawn made a motion, seconded by Councilman Riggs Motion to Approve the Memorandum of Understanding (MOU) between SPD and BCSO allowing Bulloch County Sheriff's Foundation and Statesboro Police Foundation to construct building at jointly owned training facility on 301 North. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to Approve Award of Contract to Southeastern Civil, Inc. for the South College Street Headwall project in the amount of \$104,135.00, base bid per unit pricing. This project will be paid by Stormwater Utility revenues.**

Councilman Yawn made a motion, seconded by Councilman Boyum to approve Award of Contract to Southeastern Civil, Inc. for the South College Street Headwall project in the amount of \$104,135.00, base bid per unit pricing. This project will be paid by Stormwater Utility revenues. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to award a contract for general liability and workers compensation insurance brokerage services to Glenn - Davis and Associates. This award would be for a one (1) year term with the option to renew for two (2) additional one (1) year terms.**

Councilman Yawn made a motion, seconded by Councilman Riggs Motion to award a contract for general liability and workers compensation insurance brokerage services to Glenn - Davis and Associates. This award would be for a one (1) year term with the option to renew for two (2) additional one (1) year terms. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to award a contract to CDW to purchase a citywide software upgrade off the National Joint Powers Alliance (NJPA) contract in the amount of \$45,054.50**

Councilman Boyum made a motion, seconded by Councilman Riggs Motion to award a contract to CDW to purchase a citywide software upgrade off the National Joint Powers Alliance (NJPA) contract in the amount of \$45,054.50. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to Approve Award of Contract to Ellis Wood Contracting for the FY2018 Street Resurfacing project. Ellis Wood Contracting's bid was in the amount of \$494,131.25 based on unit pricing, however, staff requests approval to spend up to the approved budget amount of \$613,311.00 by unit price extensions in order to resurface additional street mileage. Funding is provided by a combination of GDOT funds (\$298,311.00) and 2013 SPLOST funds (\$315,000.00).**

Councilman Yawn made a motion, seconded by Councilman Boyum to Approve Award of Contract to Ellis Wood Contracting for the FY2018 Street Resurfacing project. Ellis Wood Contracting's bid was in the amount of \$494,131.25 based on unit pricing, however, staff requests approval to spend up to the approved budget amount of \$613,311.00 by unit price extensions in order to resurface additional street mileage. Funding is provided by a combination of GDOT funds (\$298,311.00) and 2013 SPLOST funds (\$315,000.00). Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to Approve Award of Contract to Jerry D. Rushing Construction Co., Inc., in the amount of \$40,000.00 for the Landfill Scale Ramp project. Funding is provided by Solid Waste Fund operating revenues.**

Councilman Yawn made a motion, seconded by Councilman Boyum to Approve Award of Contract to Jerry D. Rushing Construction Co., Inc., in the amount of \$40,000.00 for the Landfill Scale Ramp project. Funding is provided by Solid Waste Fund operating revenues. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a motion for the surplus and disposal of various Streets and Parks Division equipment in the Public Works & Engineering Department.**

Councilman Riggs made a motion, seconded by Councilman Yawn for the surplus and disposal of various Streets and Parks Division equipment in the Public Works & Engineering Department. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to approve the First Amendment to lease agreement with Verizon Wireless regarding City water tower access lease at 289 A.J. Riggs Road**

Councilman Boyum made a motion, seconded by Councilman Yawn to approve the First Amendment to lease agreement with Verizon Wireless regarding City water tower access lease at 289 A.J. Riggs Road. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion for the approval of the Fifth Amendment to the lease agreement with AT&T regarding City water tower access lease at 201 Lanier Drive.**

Councilman Riggs made a motion, seconded by Councilman Yawn to approve the Fifth Amendment to the lease agreement with AT&T regarding City water tower access lease at 201 Lanier Drive. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to Approve Resolution 2018-16 : A Resolution to hereby further amend the Classification and Compensation Plan as follows, that the Planning and Development Specialist in the Planning and Development Department is hereby reclassified to a City Planner I, and that the existing City Planner be reclassified to City Planner II.**

Councilman Riggs made a motion, seconded by Councilman Yawn to approve **Resolution 2018-16** : A Resolution to hereby further amend the Classification and Compensation Plan as follows, that the Planning and Development Specialist in the Planning and Development Department is hereby reclassified to a City Planner I, and that the existing City Planner be reclassified to City Planner II. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to Approve Resolution 2018-17: A Resolution to adopt the second amendment to the Fiscal Year 2018 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated**

Councilman Yawn made a motion, seconded by Councilman Riggs to approve **Resolution 2018-17**: A Resolution to adopt the second amendment to the Fiscal Year 2018 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to set the Public Hearing for the FY2019 Budget for Tuesday June 05, 2018 in the Council Chambers at City Hall.**

Councilman Jones made a motion, seconded by Councilman Riggs to approve the Public Hearing for the FY2019 Budget as Tuesday June 05, 2018 in the Council Chambers at City Hall. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

**Consideration of a Motion to approve the revision of the existing City Attorney contract to compensate for additional undertaken duties**

Councilman Boyum made a motion, seconded by Councilman Riggs to approve the revision of the existing City Attorney contract to compensate for additional undertaken duties. Councilman Boyum, Jones, Yawn and Riggs voted in favor of the motion. The motion carried by a 4-0 vote.

#### **Other Business from City Council**

Councilman Sam Jones stated that he had attended the GMA Spring Listening Session in Richmond Hill.

## **City Managers Comments**

City Manager Randy Wetmore reminded everyone the TSPLOST was on the voting ballot. He also mentioned the cancellation of the July 3<sup>rd</sup> Council Meeting due to that being the 4<sup>th</sup> of July week and many would be on vacation.

**Public Comments (General)** None

## **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 (2012)**

There was no Executive Session.

## **Consideration of a Motion to Adjourn**

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

The meeting was adjourned at 10:15 am.

# CITY OF STATESBORO



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

**To:** Randy Wetmore, City Manager  
**From:** Jason Boyles, Director of Public Works and Engineering  
**Date:** 5/7/18  
**RE:** Asset Surplus and Disposition  
**Policy Issue:** Purchasing Policy Section 3: Vehicle & Equipment  
Surplus and Disposition

**Recommendation:**

Surplus and disposition of items in the Public Works & Engineering Department and Fire Department.

**Background:**

The following items have exceeded their useful life and are no longer of use for the City.

**Public Works & Engineering Department:**

Stormwater

- 1.) 1993 Ford L9000/Vac-Con Vaccum Truck, unit 9849 (86,967 miles)

Sanitation

- 2.) K-Pac KPCCR dumpster loader, s/n 2020 (year and hours unknown)

Streets

- 3.) 1995 Ford F250, unit 1321 (148,000 miles)
- 4.) 2004 Ford F450, unit 7017 (142,801 miles)

Fleet

- 5.) 1990 Ottawa Yard Jockey, unit 5222 (5,490 hours)
- 6.) 1999 Ford F250, unit 2620 (157,198 miles)
- 7.) Two (2) 2006 Ford 4.6 engines (approximately 90,000 miles each)

**Fire Department:**

- 1.) 2002 Ford Expedition, unit 2360 (118,238 miles)

**Public Utilities Department:**

Natural Gas

- 1.) 2004 Chevrolet Impala, unit 5377 (75,191 miles)

- 2.) 1997 Stahl Challenger service body  
Wastewater
- 3.) 2004 Ford F150, unit 9146 (120,968 miles)

**Budget Impact:** Increase in revenues for sale of assets

**Council Person and District:** N/A

**Attachments:** None

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Cain Smith, City Attorney

**Date:** May 8, 2018

**RE:** May 15, 2018 City Council Agenda Items

**Policy Issue:** *Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages)*  
Amendment to Section 6-5 adding insurance requirements for alcoholic  
beverage licensees.

**Recommendation:** Alcohol Advisory Board approved 5-0 on March 12, 2018

**Background:** First Reading Ordinance 2018-02. General discussions were had regarding liability relating to sale of alcoholic beverages and the need to ensure licensees have adequate insurance to cover potential on-premises incidents, Research showed liquor liability insurance is required in many states, despite such requirement measure failing to pass the Georgia legislature, and the presence of insurance requirements for licensees in the City of Savannah.

**Budget Impact:** None

**Council Person and District:** N/A

**Attachments:** New subsections of 6-5 and 6-19

## **Ordinance 2018-02**

### **Sec 6-5 Application procedure; contents of application; contents to be furnished under oath**

*(d) Additional Data*

*(4) Proof of Insurance*

*(a) Proof of dram shop insurance.* Applicants seeking a Class D, E, or F alcoholic beverage license shall file with their application a certificate of liquor liability insurance (dram shop), in effect for the license period and issued by an insurer required to be licensed pursuant to state law, providing an annual aggregate policy limit for dram shop insurance of not less than \$1,000,000.00 per policy year. A 30-day notice of cancellation in favor of the City of Statesboro must be endorsed to the policy and attached to the certificate. **Ensure there is no exception (or at least some acceptable sublimit for A&B claims under the policy**

*(b) Proof of general liability insurance.* Applicants seeking a Class B, C, D, E, or F alcoholic beverage license shall file with their application a certificate of liability insurance, in effect for the license period and issued by an insurer required to be licensed pursuant to state law, providing at least \$1,000,000.00 in commercial general liability insurance coverage. A 30-day notice of cancellation in favor of the City of Statesboro must be endorsed to the policy and attached to the certificate.

### **Sec 6-19 Compliance, violations, penalties.**

*(e) Suspension for failure to maintain insurance.* Upon notice of insurance cancellation received pursuant to Sec 6-9(d)(4), the City Clerk shall suspend any license(s) acquired under said policy. License shall be reinstated upon receipt of proof that required insurance has been renewed in compliance with aforementioned sub section. **Possibly revoke upon two notices of cancellation within a calendar year????**

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Cain Smith, City Attorney

**Date:** May 9, 2018

**RE:** May 15, 2018 City Council Agenda Items

**Policy Issue:** *Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages)* Amendment modifying policy relating to admission of patrons under 21 years to establishments licensed to sell alcoholic beverages.

**Recommendation:** Option A is a complete rewrite of 6-9 to comply with the minimum state requirements of Michael's Law. Alcohol Advisory Board approved 5-0 on February 12, 2018. Option B is amendment of existing 6-9 and addition of "music hall" definition allowing for entry of persons over 18 to ticketed live music performances. Alcohol Advisory Board approved 4-2 on May 7, 2018.

**Background:** First Reading- Ordinance 2018-03

**Budget Impact:** None

**Council Person and District:** N/A

**Attachments:** Options A and B

## **OPTION A**

### **Sec. 6-9.-Minors and Persons under 21 years of age**

#### Section 6-9 Age Requirements for Entry or Employment at a Bar or as Bouncer

(a) For purposes of this Section:

(i) "Bar" means any premises at which a retailer licensed to sell alcoholic beverages pursuant to this Chapter derives 75% or more total annual gross revenue from the sale of alcoholic beverages for on-premises consumption.

(ii) "Bouncer" means an individual primarily performing duties related to verifying age for admittance, security, maintaining order or safety, or any combination thereof.

(b) All individuals must be at least 21 years of age to enter or remain in a Bar unless he or she is accompanied by a parent, legal guardian, or spouse who is 21 years of age or older. This restriction shall not apply if a minor over 18 years of age enters the Bar in order to attend a bona fide live musical concert or live performing arts presentation for which the minor has paid an admission charge and is visibly and conspicuously marked as a minor for purposes of alcohol consumption and service.

(c) All employees of the Bar, whether part or full time and regardless of employment capacity, must also be at least 21 years of age.

(d) The restriction in Section 6-9(c) shall not apply to 3<sup>rd</sup> party outside vendors or other non-staff employees who are on premises for a limited duration, are being compensated to perform a specific task, are not regularly on the premises, and are not on premises for purposes of patronizing the Bar.

(e) No person shall allow or require an individual under the age of 21 to serve as a Bouncer on any premises where alcoholic beverages are dispensed, served or sold pursuant to an alcoholic beverage license.

## OPTION B

### Definitions:

*Music Hall:* Premises holding D, E, and/or F licenses hosting live musical performances where a ticket is required for admission and set up so that the alcohol service and consumption area(s) is/are partitioned from the general (18+) section by a physical barrier sufficient to prevent alcoholic beverages from being passed from the service/consumption area to the general section. The layout and partitioning of Music Halls shall be evaluated for adequacy and compliance by the chief of police or his/her designee.

Sec. 6-9. - Minors and persons under 21 years of age.

(a) In addition to the prohibitions set forth at O.C.G.A. §§ 3-3-23, 3-3-23.1, 3-3-24, and 3-3-24.1 as amended, which are hereby incorporated by reference herein, a licensee shall not allow a patron under the age of 18 years old to enter or remain upon the premises of an establishment licensed to sell alcoholic beverages for consumption on the premises beyond 11:00 p.m. unless accompanied by a parent or legal guardian, and either the licensed establishment is a restaurant where at least 50 percent of the establishment's annual gross revenue is derived from the service of prepared meals and such establishment offers its full, unlimited menu until and after 11:00 p.m., or the licensed establishment derives no more than 10 percent of its annual gross revenue from the sale of alcoholic beverages.

(b) In addition to the prohibitions set forth at O.C.G.A. §§ 3-3-23, 3-3-23.1, 3-3-24, and 3-3-24.1 as amended, which are hereby incorporated by reference herein, a licensee shall not allow a patron under the age of 21 years old to enter or remain upon the premises or part of a premises of an establishment licensed to sell alcoholic beverages for consumption on the premises where by name, common usage, knowledge and/or understanding the establishment or part of the establishment constitutes or operates as a bar, night club, lounge or similar business. Indicia of such use include, but are not limited to, some or all of the following: (1) A limited menu or no food service, particularly after 12:00 a.m.; (2) More than 50 percent of the premises is standing room only; (3) The establishment derives more than 40 percent of its annual gross revenue from the sale of alcoholic beverages; (4) Where a cover charge is imposed and collected by the licensee as a condition of gaining entry to the establishment and such a fee does not entitle the patron to a seat, whether by general admission or a particular designation; (5) The establishment utilizes the services of security forces and/or door personnel; (6) The establishment is open after midnight; (7) The establishment provides a full service bar which is the primary location from which patrons directly obtain alcoholic beverages.

~~(c) The entry and remaining on premises prohibitions contained in Section 6-9(b) shall apply to patrons of the licensed establishment, and not to employees of the establishment who are over the age of 18 years old, and employed by the licensed establishment to dispense, serve, sell or take orders of alcoholic beverages as allowed by O.C.G.A. § 3-3-24(a).~~

(c) Persons eighteen years old or older shall be permitted in the general area of Music Halls. Said minors are expressly prohibited from entering or being allowed into the Music Hall's alcohol service/ consumption area(s). Possession, consumption, and service of alcoholic beverages shall be forbidden outside of the alcohol service/ consumption areas of said venues.

(d) The chief of police, or his designee, shall upon review of the license application, the renewal application, and/or review of the operation of the licensed establishment determine whether the licensed establishment is governed by subsection (a) or (b) of section 6-9. The chief of police, or his designee, shall have the authority to proscribe that a licensed establishment be governed by subsection 6-9(a) on certain days and at certain times, and by section 6-9(b) on certain days and at certain times. The chief of police, or his designee, shall have the authority to proscribe that certain rooms or sections of the licensed establishment shall be governed by subsection 6-9(a) on certain days and at certain times, and by subsection 6-9(b) on certain days and at certain times. The chief of police shall furnish the licensee in writing the reasons for the designation, and inform the licensee of the right of appeal provided for below.

(e) The licensee shall have five days from receipt of the written finding of the police chief to file a notice of appeal with the city clerk. Failure to file a timely notice of appeal shall render the decision of the chief of police final. Upon filing of a notice of appeal the city clerk shall schedule a hearing before the city manager no later than ten days from the filing of the notice of appeal. The city manager may reverse the police chief's decision only upon showing by clear and convincing evidence that the police chief's decision was clearly erroneous. The city manager shall furnish the licensee and the police chief in writing the reason for the decision. The licensee and the police chief shall have five days from the receipt of the written decision of the city manager to file a notice of appeal with the city clerk. Failure to file a timely notice of appeal shall render the decision of the city manager final. Upon filing of a timely notice of appeal the city clerk shall schedule a hearing before the Mayor and City Council of Statesboro as soon as reasonably possible, but not later than 30 days from the date of the filing of the notice of appeal. The mayor and city council may reverse the city manager's decision only upon showing by clear and convincing evidence that the decision of the city manager was clearly erroneous. The decision of the mayor and city council shall be the final decision of the city. Appeal of the mayor and city council's final decision shall be by petition for certiorari to the Superior Court of Bulloch County.

(f) Posting of notice regarding age restrictions: All establishments licensed to sell alcoholic beverages for consumption on the premises shall, when governed by subsection (b) of section 6-9, conspicuously post outside of every public entry point to the establishment, or, if applicable, every public entry point into the room or section to the establishment governed by subsection (b) of section 6-9, a notice which states that no patron under the age of 21 years of age may either enter or remain upon the premises governed by subsection (b) of section 6-9, or, if applicable, enter or remain in the room or section of a premises governed by subsection (b) of section 6-9. (g) It shall be unlawful for any patron under the age of 21 years of age to either enter or remain upon the premises governed by subsection (b) of section 6-9, or enter or remain in a room or section of a premises governed by subsection (b) of section 6-9.

(Ord. No. 2016-03, § 1, 3-15-16)

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Sam Lee Jones  
Jeff B. Yawn  
John C. Riggs  
Travis L. Chance



Jan J. Moore, Mayor  
Randy Wetmore, City Manager  
Robert Cheshire, Deputy City Manager  
Sue Starling, City Clerk  
I. Cain Smith, City Attorney

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

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

**From:** Cain Smith, City Attorney

**Date:** May 9, 2018

**RE:** May 15, 2018 City Council Agenda Items

**Policy Issue:** *Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages)* Amendment adding Low Volume Licensees to Section 6-3 Definitions and consideration by Mayor and Council of whether a discount for license fees should be available for such licensees and in what amount.

**Recommendation:** Alcohol Advisory Board approved 5-0 on February 12, 2018. Staff review of proposed ordinance changes indicates that the City would incur application costs equal to those of regular licenses with higher compliance costs due to enforcement and review of delivery and sales records.

**Background:** First Reading Ordinance 2018-04. Request by community to examine the possibility of offering a low volume alcohol license classification for premises that don't sell often enough or in volumes necessary to justify or offset the cost of a City alcoholic beverage license

**Budget Impact:** Unknown

**Council Person and District:** N/A

**Attachments:** Low Volume Licensee definition

### Section 6-3 Definitions

Low Volume Licensee: A Licensee that holds Class B, C, D, E, and/or F license(s) under this chapter that receives or will receive wholesale deliveries of alcoholic beverages in an average amount of not more than \$1,000 per month over the course of a year.

**CALCULATION OF BASIC LICENSE FEE:                      **FOR**                      **CALENDAR**                      **YEAR****

<b><u>CLASSIFICATION</u></b>	<b>(Mark All That Apply)</b>	<b><u>LICENSE FEE</u></b>
Class B, Retail Beer Package	_____	875.00
Class C, Retail Wine Package	_____	875.00
Class D, Retail Liquor by the Drink	_____	1,425.00
Class E, Retail Beer by the Drink	_____	1,425.00
Class F, Retail Wine by the Drink	_____	1,425.00
Class G, Wholesale Liquor	_____	1,500.00
Class H, Wholesale Beer	_____	1,500.00
Class I, Wholesale Wine	_____	1,500.00
Class J, Licensed Alcoholic Beverage Caterer	_____	200.00
Class K, Brewer, Manufacturer of Malt Beverages Only	_____	1,750.00
Class L, Broker	_____	1,750.00
Class M, Importer	_____	1,750.00
Class O, Manufacture on Wine Only	_____	1,750.00
Sunday Sales Permit	_____	300.00
In Room Service Permit	_____	150.00

Georgia Law (O.C.G.A. Section 3-3-7) states: "The sale of alcoholic beverages is lawful for consumption on the premises on Sundays from 12:30 p.m. until 12:00 midnight in any licensed establishment which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served and in any licensed establishment which derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging."

Sunday sales permit holders are subject to audit for compliance with State Law. Each establishment is required to maintain Financial Records on food sales and alcohol sales by separate business location to demonstrate compliance with State and Local Law.

TOTAL ANNUAL LICENSE FEE:                      \$ \_\_\_\_\_

PARTIAL YEAR CALCULATION IF APPLICABLE: \$ \_\_\_\_\_

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

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boym  
Sam Lee Jones  
Jeff B. Yawn  
John C. Riggs



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

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

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

**From:** Cain Smith, City Attorney

**Date:** May 8, 2018

**RE:** May 15, 2018 City Council Agenda Items

**Policy Issue:** *Statesboro Code of Ordinances: Chapter 6 (Alcoholic Beverages)* Amendment adding Special Events provision to Section 6-8 "Regulations pertaining to certain classes of licenses generally" as Section 6-8 9(d)(3)

**Recommendation:** Alcohol Advisory Board approved 6-0 on April 9, 2018

**Background:** First Reading-Ordinance 2018-05. Conversations spurred research into how City could host large festivals and allow for alcoholic beverage sales during such. Research showed local inability beyond granting open container exemptions, the presence of state law and Department of Revenue memos addressing state requirements, and numerous ordinances governing such events in other municipalities in the state.

**Budget Impact:** None

**Council Person and District:** N/A

**Attachments:** Proposed Section 6-8(d)(3)

Sec. 6-8 Regulations pertaining to certain classes of licenses only.

(d) (3) Temporary special event license

a. A temporary license may be issued to any licensee holding a valid City issued catered event alcoholic beverage license for a period not to exceed three (3) days for an approved special event. The licensed caterer must make complete application and pay all required application fees to the City Clerk or his/her designee at least 45 days prior to the start date of the proposed event and shall be required to comply with all the general ordinances and regulations for on-premises consumption. The applicant seeking a temporary license must also obtain a state-issued temporary special event permit.

b. The special event must meet the following criterion prior to the issuance of a license to sell alcoholic beverages:

(1) The special event must receive approval from the Chief of SPD or his/her designee regarding crowd control, traffic control, and security measures.

(2) The location at which the special event is to take place must be properly zoned and approved by the code enforcement officer.

(3) The application must be presented to Mayor and Council and approved at a regularly scheduled meeting of the Statesboro City Council.

c. Every employee or volunteer of the special event licensee working the special event in any position dispensing, selling, serving, taking orders for, or mixing alcoholic beverages shall be required to possess valid server certification pursuant to Section 6-10.

d. The code enforcement officer or the Chief of SPD or his/her designee may immediately revoke any temporary license for a special event if it is determined continued alcohol sales may endanger the health, welfare, or safety of the public.

e. As a condition on the issuance of a temporary special event license, the licensee shall indemnify and hold the City harmless from any and all claims, demands, or causes of action which may arise from activities associated with the special event.

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Sharon Anton, City Planner

**Date:** May 7, 2018

**RE:** May 15, 2018 City Council Agenda Items

**Policy Issue:** *Statesboro Zoning Ordinance*: Demolition Request

**Recommendation:** Staff does not have a recommendation for the demolition requested by application DSDA 18-05-01.

**Background:** Lovett and Mills Excavators requests to demolish two (2) structures addressed 2 Savannah Ave. The property lies adjacent to the boundaries of the Downtown Statesboro Development Authority and requires a finding of necessity for proposed demolitions where the structure does not exceed 35 percent in structural damage and meets one of the criteria contained in Section 3003(D).

**Budget Impact:** None

**Council Person and District:** Jones (District 2)

**Attachments:** Development Services Report DSDA 18-05-01



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

P.O. Box 348  
 Statesboro, Georgia 30458

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

**DSDA 18-05-01  
 DEMOLITION REQUEST  
 2 SAVANNAH AVENUE**

**LOCATION:** 2 Savannah Avenue

**REQUEST:** Request for a finding of necessity for the demolition of one (2) structures zoned CBD (Central Business District) adjacent to the Downtown Statesboro Development Authority Design Standards District boundary.

**APPLICANT:** Lovett & Mills Excavators

**OWNER(S):** Emily R Hook Properties, LLC, C/O Jeff Hook

**ACRES:** .42 acres

**PARCEL TAX MAP #:** S39 000014 000

**COUNCIL DISTRICT:** District 2 (Sam Jones)



**PROPOSAL:**

The applicant would like to demolish two (2) structure addressed 2 Savannah Ave. The property lies adjacent to the boundaries of the Downtown Statesboro Development Authority, and in September 2015, City Council adopted Article XXX: Design Standards: Downtown District of the Statesboro Zoning Ordinance, which requires a finding of necessity for proposed demolitions where the structure does not exceed 35 percent in structural damage and meets one of the criteria contained in Section 3003(D) (See **Exhibit A**—Location Map, **Exhibit B**—Photos of Subject Site).

**SURROUNDING ZONING/LAND USES:**

	<b>ZONING:</b>	<b>LAND USE:</b>
<b>NORTH:</b>	CBD (Central Business District)	Churches and office buildings
<b>SOUTH:</b>	CBD (Central Business District)	Retail or wholesale establishments
<b>EAST:</b>	CBD (Central Business District)	Business or professional offices
<b>WEST</b>	CBD (Central Business District)	Business or professional offices

Properties to the north, south, east and west are predominantly a mix of businesses. Surrounding uses include The Prescription Shop, The Grind Coffee Shop, First Primitive Baptist Church, and Statesboro Bank.

## **COMPREHENSIVE PLAN:**

The subject site lies within the “Neighborhood Center” character area as identified by the City of Statesboro 2014 Future Development Map (See **EXHIBIT C**—2014 Future Development Map) within the *City of Statesboro Updated 2014 Comprehensive Plan* – which aims to “encourage compatible architecture styles that maintain local character,” and “enact guidelines for new development that enhance the scenic value of the corridor and address landscaping and architectural design.”

### *Vision:*

This character area is characterized by a blend of lower to medium density residential and commercial, personal service, and offices that are neighborhood scale in size and intensity. This character area often acts as a buffer or transition area between single family residential areas and more intense commercial areas. These areas are likely to experience uncontrolled strip development if growth is not properly managed. This character area strives to balance the provision of neighborhood services with the protection of nearby residential areas.

### *Appropriate Land Uses*

- Single family residential
- Medium density residential
- Neighborhood scale commercial, office, and service

*Statesboro Updated 2015 Comprehensive Plan, Community Agenda page 14.*

### *Suggested Development & Implementation Strategies*

- A mix of approximately scaled retail, services, and offices to serve neighborhood residents’ day to day need.
- Residential development should reinforce the center through locating higher density housing options adjacent to the center.
- Pedestrian oriented, with strong walkable connections between different uses.
- Road edges should be clearly defined by locating buildings at roadside with parking in the rear.
- Include direct connections to greenspace and trail networks.
- Enhance the pedestrian friendly environment by adding sidewalks and creating other pedestrian friendly trail/bike routes linking to other neighborhood amenities.
- Encourage compatible architecture styles that maintain local character.
- Particular attention should be paid to signage to prevent visual clutter.
- Encourage way finding, on site and monument style signage.

## **STATESBORO DOWNTOWN MASTER PLAN:**

The 2011 Statesboro Downtown Master Plan Redevelopment Initiatives Locational Guidance land use map places the parcel in Zone 13: Streetscape. The plan establishes this zone as of secondary importance level and calls for emphasis on transition to commercial/office uses and increased pedestrian connectivity (See **Exhibit D**—Locational Guidance/Zone Implementation Table).

## **COMMUNITY FACILITIES AND TRANSPORTATION:**

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

### **ENVIRONMENTAL:**

The subject property does not contain wetlands and are not located in a special flood hazard area. There is no expected environmental impact associated with this request. Any environmental issues associated with the proper demolition of the structures and/or removal and disposal of debris are the responsibility of the applicant.

### **ANALYSIS:**

Given that Bulloch County Tax Records indicate that both structures are greater than fifty (50) years in age, staff is not authorized to administratively approve a demolition permit (See **Exhibit E**—Bulloch County Tax Assessor Parcel Information Card). Rather, council must determine whether the structures are considered to be a “Historical Building” as defined by Article XXX of the Statesboro Zoning Ordinance, and if so, may authorize a demolition only upon a showing of necessity. In order to designate the structure as a “Historical Building” meriting preservation, Council

must find the building to be greater than fifty years in age and that at least one of the following criteria or the criteria of the National Register of Historic Places are met. Ordinance considerations, and relevant known factors, are as follows:

**(1) The structure(s) is an outstanding example representative of its era:**

a. See **EXHIBIT B**—Photos of Subject Site

**(2) The structure(s) is one of few remaining examples of a past architectural style:**

There is no indication that the structure is one of few remaining examples of a past architectural style.

**(3) The property or structure place or structure is associated with an event or person of historic or cultural significance to the City of Statesboro, Bulloch County, the State of Georgia, or the region:**

No evidence of association with an event or person of historic or cultural significance to the City of Statesboro, Bulloch County, Georgia or the region was found.

**(4) The property or structure is a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the City of Statesboro, Bulloch County, the State of Georgia, or the region;**

The subject property is not a site of natural or aesthetic interest that contributes to the cultural or historical development of the City of Statesboro.

**(5) It is within an existing historic district or is listed with the National Register of Historic Places; or**

The property is not within an existing historic district and is not listed with the National Register of Historic Places.

Generally, the Department of Interior evaluates the following criteria in consideration of whether a structure is historical in significance and therefore possibly deemed worthy of preservation:

**(1) Age**

Both structures exceeds 50 years of age. The church building, constructed in 1958, is 60 years old, and the residence, constructed in 1940, is 78 years old (See **Exhibit E**—Bulloch County Tax Assessor Parcel Information Card).

**(2) Integrity**

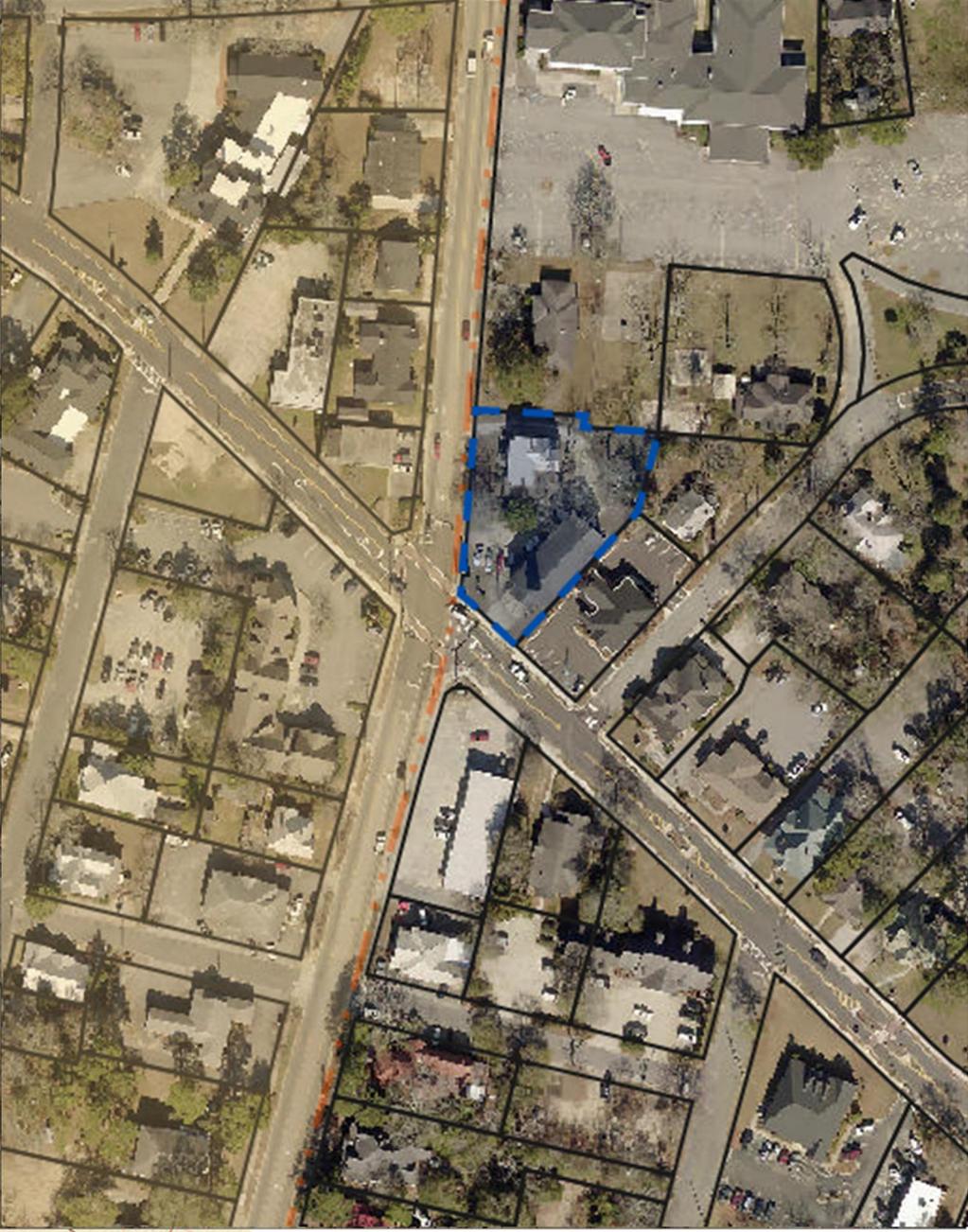
**STAFF RECOMMENDATION:**

Staff does not have a recommendation regarding the requested demolition.

**EXHIBIT A: LOCATION MAP**

Case # DSDA 18-05-01 Parcel S39 000014 000

Location Map 2 Savannah Ave.



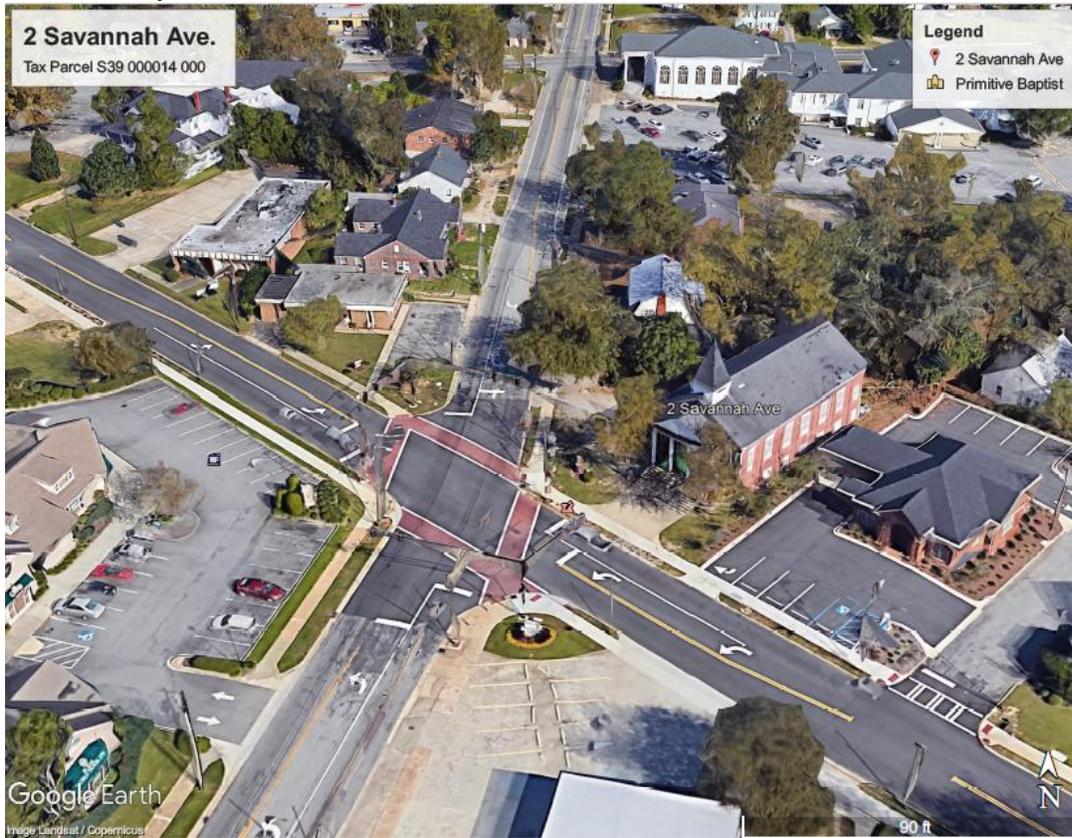
City of Statesboro Department of Planning and Development

Note: The Boundries Depicted on this map are approximate and should be used for reference only



**EXHIBIT B: PHOTOS OF SUBJECT SITE**

**Pictures 1 & 2: Subject Site Aerial View**



**EXHIBIT B: PHOTOS OF SUBJECT SITE (CONT.)**

**Picture 3:** Subject site from the coner of Savannah Ave. & S. Zetterower, facing northeast, showing both structures



**Picture 4:** Subject site from the coner of Savannah Ave. & S. Zetterower, facing northeast, showing the Church and the adjacent parcel, Statesboro Bank



**EXHIBIT B: PHOTOS OF SUBJECT SITE (CONT.)**

**Picture 4:** Subject site depicting side elevation along Zetterower Ave facing east



**Picture 6:** Subject site depicting the second property, a residential structure fronting on Zetterower Ave.



**EXHIBIT B: PHOTOS OF SUBJECT SITE (CONT.)**

**Picture 7:** Subject site depicting residential structure from the front, facing east



**Picture 8:** Eastern edge, property line, and the adjacent Statesboro Bank



**EXHIBIT B: PHOTOS OF SUBJECT SITE (CONT.)**

**Picture 9:** Looking across Savannah Ave. from subject site to the south



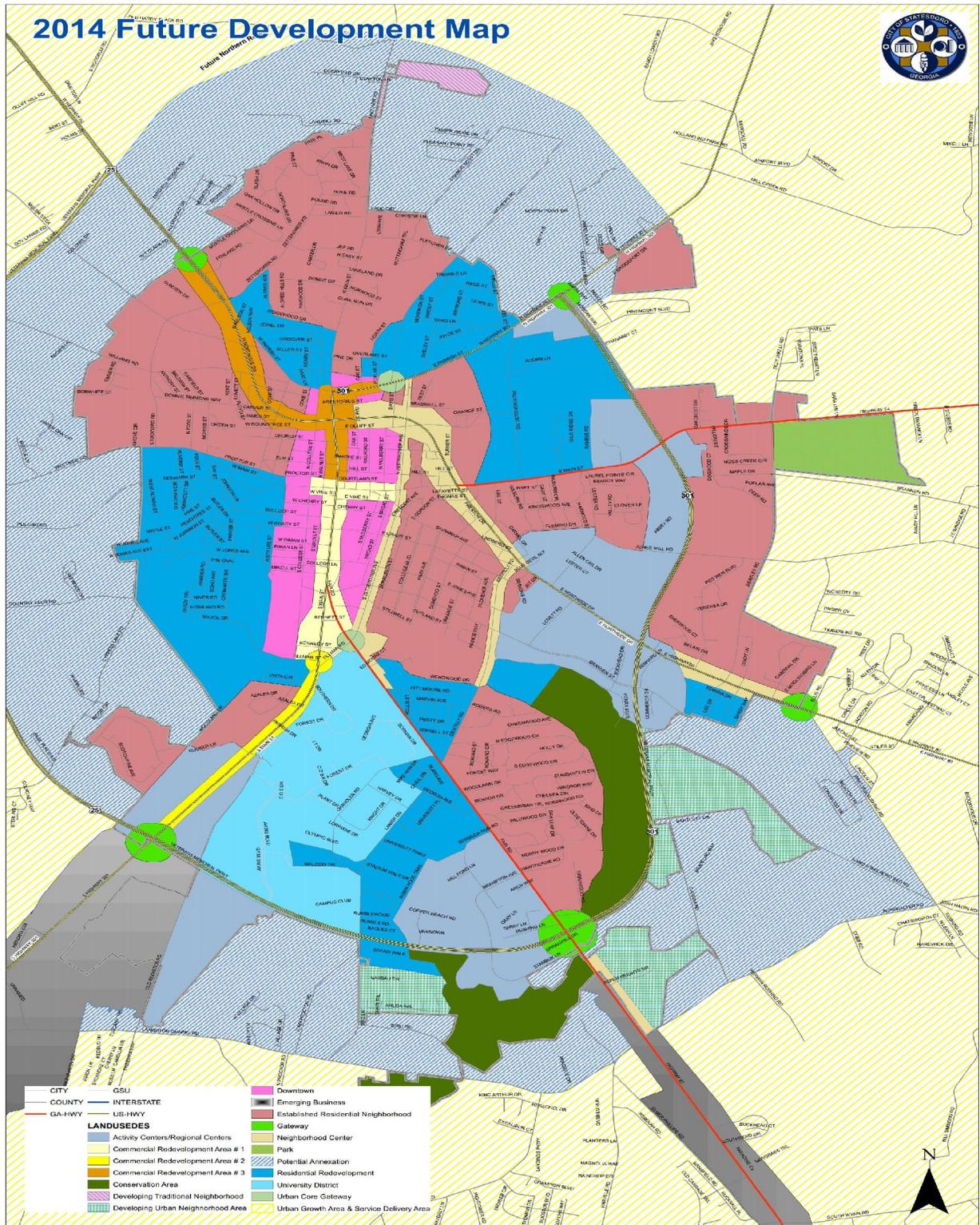
**Picture 10:** Looking southeast from subject site



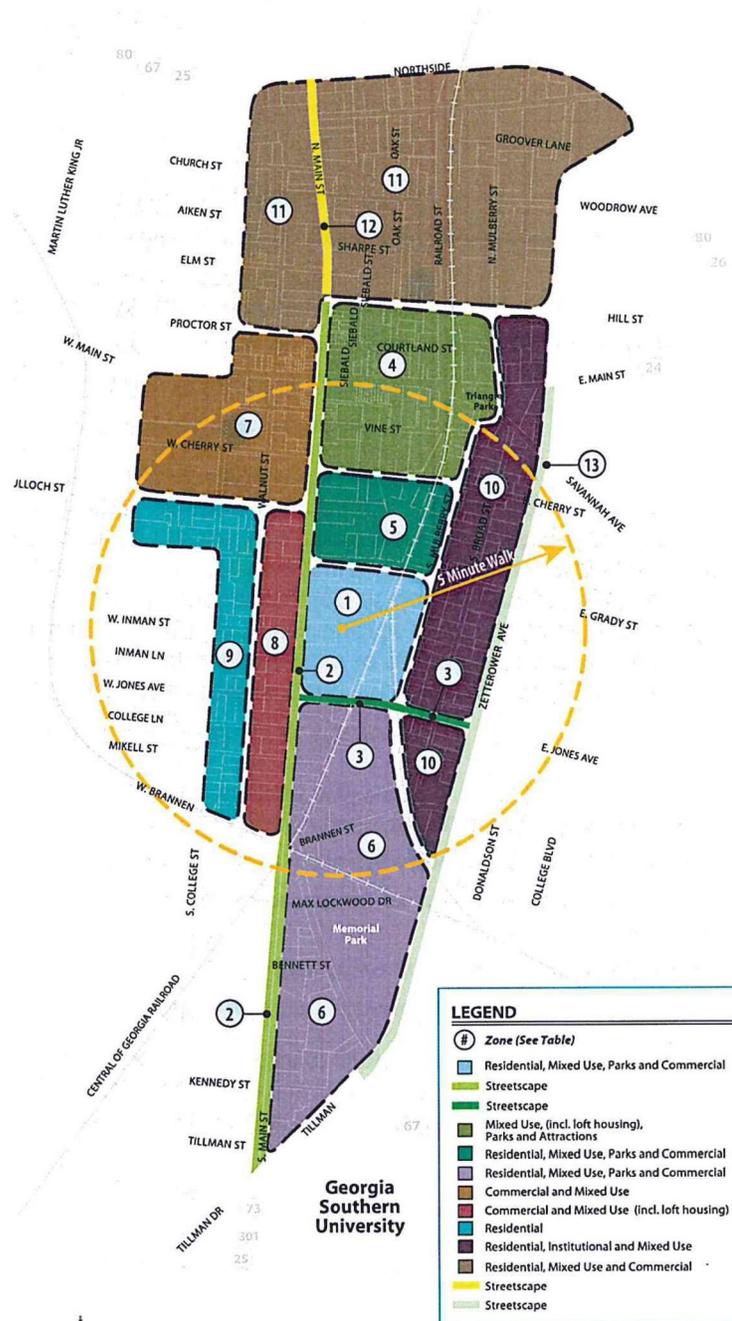
**Picture 11:** Looking northwest from subject site



EXHIBIT C: CITY OF STATESBORO 2014 FUTURE DEVELOPMENT MAP



**EXHIBIT D: LOCATIONAL GUIDANCE/ZONING IMPLEMENTATION MAP AND TABLE**



*Locational / Zone Implementation*

**EXHIBIT D: LOCATIONAL GUIDANCE/ZONING IMPLEMENTATION MAP AND TABLE (CONT)**

**Locational / Zone Implementation Table – continued**

Zones	Targeted Use/Enhancement	Importance Level	Discussion
 10	Residential, Institutional and Mixed Use	Secondary, this area operates as a supportive element to downtown, but could potentially include some additional enhancement	<ul style="list-style-type: none"> <li>• Targeted redevelopment in this area which is consistent with the emerging development pattern is an appropriate approach in this zone</li> <li>• Identify redevelopment opportunities through land assemblage and enhancement</li> <li>• Ensure residential and office uses continue with minimal conflict and promote the development of an emerging mixed use corridor</li> <li>• Implement neighborhood residential revitalization and stabilization programs to improve and maintain housing stock</li> </ul>
 11	Residential, Mixed Use and Commercial	Secondary, an important area to the master plan and the continued success and redevelopment of the area	<ul style="list-style-type: none"> <li>• Targeted redevelopment in this area is an appropriate approach</li> <li>• Focus on residential redevelopment opportunities associated with non-university related housing and commercial uses serving the community</li> <li>• Ensure industrial and commercial uses continue with minimal conflict and promote newer compatible development</li> </ul>
 12	Streetscape	Secondary, the North Main Street corridor requires enhancement to foster pedestrian circulation and to provide aesthetic improvements	<ul style="list-style-type: none"> <li>• Targeted approach to streetscape projects should coincide with redevelopment opportunities in Zone 11</li> <li>• New project must consider potential for land use conflicts with adjacent uses</li> </ul>
 13	Streetscape	Secondary, Zetterower Avenue is major thoroughfare and offers an alternative opportunity to access the downtown core which is transitioning to commercial, predominantly office uses	<ul style="list-style-type: none"> <li>• Focus on improvements that enhance pedestrian connectivity and traffic calming</li> </ul>



**EXHIBIT E: BULLOCH COUNTY TAX ASSESSOR PARCEL INFORMATION CARD**



**Summary**

**Parcel Number** 539 000014 000  
**Location Address** 2 SAVANNAH AVE  
**Legal Description** CHURCH/SAV AVE LT 4  
(Not to be used on legal documents)  
**Class** C3-Commercial  
(Not: This is for tax purposes only. Not to be used for zoning.)  
**Zoning** CBD  
**Tax District** Statesboro (District 01)  
**Millage Rate** 29.333  
**Acres** 0.42  
**Neighborhood** 000034 (000034)  
**Homestead Exemption** No (50)  
**Landlot/District** N/A  
**ACC/DES** 0 /  
**GMD** 1209

[View Map](#)

**Owner**

HOOK EMILY R PROPERTIES LLLP  
 C/O JEFF HOOK  
 PO BOX 404  
 STATESBORO, GA 30459

**Land**

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
COM	0034 - REGULAR - 1	Front Foot	0	63	150	0	0
COM	0034 - REGULAR - 1	Front Foot	0	87	158	0	0

**Residential Improvement Information**

**Style** Other  
**Heated Square Feet** 3262  
**Interior Walls** Other  
**Exterior Walls** Alum/Vinyl  
**Attic Square Feet** 0  
**Basement Square Feet** 0  
**Year Built** 1940  
**Roof Type** Asphalt Shingles  
**Flooring Type** Other  
**Heating Type** CENT AIR-ELEC-WARM AIR  
**Number Of Rooms** 10  
**Number Of Bedrooms** 3  
**Number Of Full Bathrooms** 3  
**Number Of Half Bathrooms** 0  
**Number Of Plumbing Extras** 0  
**Value** \$107,207  
**Condition** Average

**Commercial Improvement Information**

**Description** FRATERNAL BLDG  
**Value** \$228,227  
**Actual Year Built** 1958  
**Effective Year Built** 1990  
**Square Feet** 2920  
**Wall Height** 24  
**Wall Frames**  
**Exterior Wall** BRICK  
**Roof Cover**  
**Interior Walls** 100  
**Floor Construction**  
**Floor Finish**  
**Ceiling Finish**  
**Lighting**  
**Heating** HEAT HOT AIR / AC CENTRAL

**Sales**

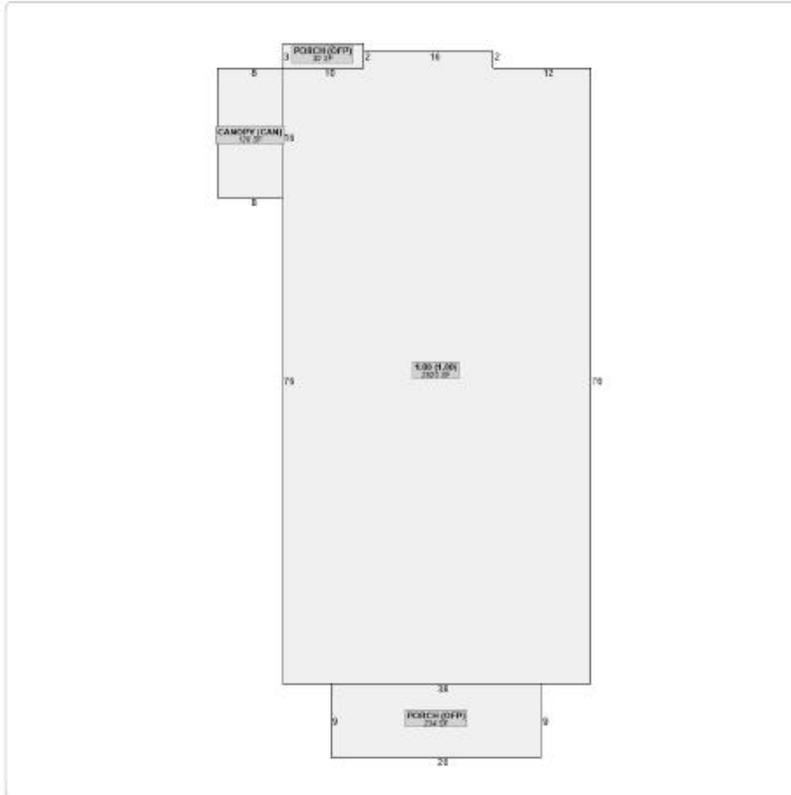
Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
3/22/2007	0174300003	0000100057	\$0	NM		HOOK EMILY R PROPERTIES LLLP C/O JEFF HO
10/1/1976		0000100057	\$0	NM		HOOK EMILY R

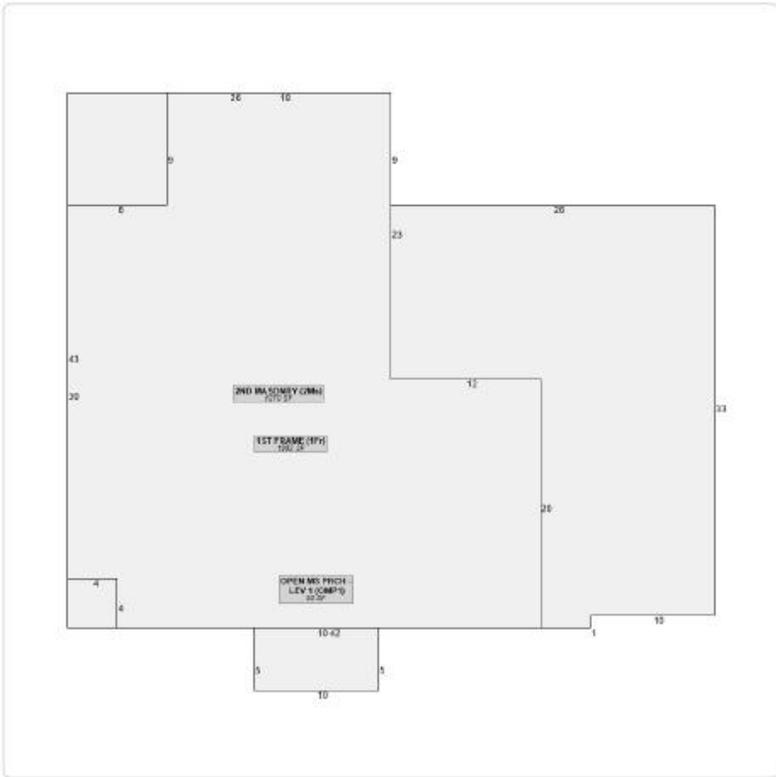
**EXHIBIT E: BULLOCH COUNTY TAX ASSESSOR PARCEL INFORMATION CARD (CONT)**

**Valuation**

	2017	2016
Previous Value	\$270,200	\$278,180
Land Value	\$43,700	\$43,700
+ Improvement Value	\$228,227	\$226,500
+ Accessory Value	\$0	\$0
= Current Value	\$271,927	\$270,200
* Assessed Value	\$108,771	\$108,080

**Sketches**





No data available for the following modules: Rural Land, Conservation Use Rural Land, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos.

The Bulloch County Assessor Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation.

Last Data Upload: 4/20/2018, 6:37:26 AM





*Timothy E. Grams  
Fire Chief*

# Statesboro Fire Department

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



*Jonathan M. McCollar  
Mayor*

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## City Council Agenda Memorandum

**To: Mayor and City Council**

**From: Timothy E. Grams**

**Date: 4-30-2018**

**RE: Mutual Aid Agreement with City of Swainsboro regarding Fire Protection**

**Policy Issue: N/A**

**Recommendation: Approval – Execution requires Mayor and City Managers signatures.**

**Background: Staff received a request from the City of Swainsboro to update a Mutual Aid Agreement for Fire Services. Agreement was reviewed by staff and recommends approving agreement.**

**Budget Impact: N/A**

**Council Person and District: All**

**Attachments:**

- Copy of Mutual Aid Agreement provided by the City of Swainsboro.



CITY OF  
**Swainsboro** GEORGIA  
*Crossroads of the Great South*

**Charles Schwabe**  
Mayor

P. O. Box 600, Swainsboro, Ga 30401

City Hall: (478)237-7025

Fax: (478)237-3358

**April 12, 2018**

**City of Statesboro**  
**Randy Wetmore, City Manager**  
**P. O. Box 348**  
**Statesboro, Ga 30459**

**Dear Mr. Wetmore;**

**The City of Swainsboro is updating our files on our Mutual Aid Agreements. Enclosed is a current contract that will bring our paperwork up to date. This is not a new request; this is just an update on the current agreement. Please obtain the appropriate signatures and return to our office.**

**If you have any questions, please don't hesitate to call me at city hall (478)237-7025. Thank you for your time and attention in this matter.**

**Sincerely,**

A handwritten signature in blue ink, appearing to read 'Al L. Lawson', is written over a light blue circular stamp.

**Al L. Lawson**  
**City Administrator**  
**City of Swainsboro**

**ALL/cg**

**Enclosure**

# CONTRACT

## MUTUAL AID AGREEMENT BETWEEN THE FIRE DEPARTMENTS OF STATESBORO, GA. & THE CITY OF SWAINSBORO, GA.

This Agreement made and entered into this the first day of \_\_\_\_\_, 2018 to extend an agreement by and between the Mayor and Council of the **City of Statesboro, Georgia** and Mayor and Council of the **City of Swainsboro Georgia**; WITNESSETH: It is the purpose of this agreement to secure to each of the parties hereto and to pledge mutual aid in the protection of life and property from fire, and in firefighting;

It is agreed that:

1. Upon a request of a representative of the **City of Statesboro, Georgia**, by a representative of the **City of Swainsboro, Georgia**, firefighting equipment and personnel of **City of Statesboro** Fire Department will be dispatched to any point within the area for which the **City of Swainsboro** normally provides fire protection, as designated by the representative of the Fire Department of the **City of Swainsboro**.
2. Upon request to a representative of the **City of Swainsboro** by representative of the **City of Statesboro**, firefighting equipment and personnel of the **City of Swainsboro** Fire Department will be dispatched to any point within the area for which the Fire Department of the **City of Statesboro** normally provides fire protection, as designated by the representative of the **City of Statesboro**.
3. Any dispatch of equipment and personnel pursuant to the agreement is subject to the following conditions:
  - (a) Any request for aid hereunder by either party shall include a statement of the amount and type of equipment and of personnel needed and shall specify the location to which the personnel and equipment are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization at the time of request.
  - (b) The responding organization shall report to the fire officer in charge of the requesting organization at the location to which the equipment is dispatched and shall be subject to the orders of that official until officially released.
  - (c) The responding organization shall be released by the requesting organization when the services of the responding organization are needed within the area for which it normally provides fire protection.
4. Each party to this agreement waives and renounces all claims against the other party for compensation for any loss, damage of personal injury or death occurring as a consequence of the performance of any of the conditions of this agreement.
5. Neither party shall be reimbursed by the other party for any cost incurred pursuant to this agreement.
6. All equipment used by the responding organization in carrying out the terms of this agreement will at the time of action hereunder, be owned by it, and personnel acting for the responding organization will at the time of such action be an employee or volunteer member of the fire department of the responding organization and familiar with the use and operation of the responding equipment.

7. The term of this agreement shall be until such time as (a) it is superseded by a subsequent agreement or (b) either party shall notify the other party by registered U.S. Mail of intent to cancel the agreement. Such cancellation notice shall be received at least thirty (30) days prior to effective date of cancellation.

IN WITNESS WHEREOF, the **City of Statesboro, Georgia** and the **City of Swainsboro, Georgia** have caused these presents to be executed by its duly designated officers.

Signed, sealed and delivered  
In the presence of:

Mayor and City Council of  
**The City of Statesboro**

By: \_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
**Mayor-City of Statesboro**

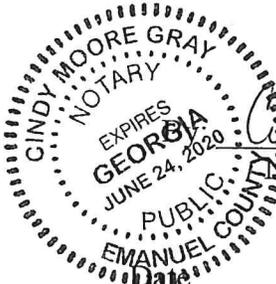
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
**Manager - City of Statesboro**

SEAL

Signed, sealed and delivered  
In the presence of:

Mayor and City Council of  
**The City of Swainsboro**

  
Cindy Moore Gray  
Notary Public  
Date: 4-16-18

By: \_\_\_\_\_  
**Mayor-City of Swainsboro**

Attest: \_\_\_\_\_  
**Administrator-City of Swainsboro**

SEAL

# CITY OF STATESBORO

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



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

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

**To: Randy Wetmore  
City Manager**

**From: Steve Hotchkiss  
Director Public Utilities**

**Date: 5-08-2018**

**RE: Selection of Trojan UV Signa System as a replacement for existing Trojan UV 4000 System at the Waste Water Treatment Plant.**

**Policy Issue: Council Approval**

**Recommendation: Motion to approve the selection of a Trojan UV Signa System to replace the existing Trojan UV 4000 system and authorize Staff to negotiate a purchase price not to exceed \$685,000.00.**

**Background: As the final step in the waste water treatment process, the City Waste Water Treatment Plant uses Ultra Violet light to kill harmful bacteria in the water before it leaves the plant. In 1995 a Trojan UV400 system was installed at the plant and has been in constant use for 23 years. Over the past several years we have experienced ever increasing operation and maintenance costs and it is becoming very difficult to find affordable replacement parts and bulbs.**

**It was decided two years ago to start the process of replacing the existing system with a new more efficient unit. There are three major manufactures of UV systems that were considered: Wedeco, Trojan and Enaqua. Although none of the manufactures have a local presence, Trojan does have factory trained representatives in the Atlanta area. All three systems were evaluated for ease of installation, dependability, service and technical assistance with Trojan being recommended as the unit best suited for our situation. The main consideration**

# CITY OF STATESBORO

## COUNCIL

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was that our existing units fit in a custom built concrete structure that can be reused if we stay with the Trojan brand. The ability to reuse the existing channels substantially lowers installation costs verses constructing new units. The savings realized by reusing the existing channels is estimated by our engineers to be \$200,000.00. In addition, the Plant will be able to continue normal operations during the replacement process without costly bypass pumping; this also reduces the risk of incomplete treatment which could result in permit violations.

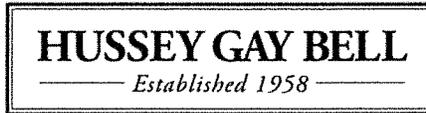
Over the past several months a great deal of time was dedicated to evaluating and selecting what we feel is the best system for our plant. Several staff members made field trips to Auburn, Alabama and Moultrie, GA to view similar equipment. Attached to this memo is a report from HGB Engineering with detailed information to document the review process and costs associated the UV upgrade.

It is the opinion of both staff and our consultants that the Trojan UV Signa system is the best choice for our Waste Water Treatment Plant. If approved by Council, we will finalize the design and obtain sealed bids for the equipment installation. At the same time we will enter into negotiations with Trojan (Templeton & Associates sales agent in Georgia) for the purchase of the Trojan UVSigna system.

**Budget Impact:** The projected cost for purchase and installation is \$1,200,000.00 and is currently approved in our CIP program to be funded with 2013 SPLOST funds.

**Council Person and District:** ALL

**Attachments:** Hussy, Gay, Bell Engineering Report



April 12, 2018

Mr. Steve Hotchkiss  
Director of Public Utilities  
City of Statesboro  
302 Briarwood Road  
Statesboro, GA 30458

**RE: Ultraviolet Disinfection System Replacement**  
Statesboro Water Quality Control Plant (WQCP)

Dear Mr. Hotchkiss:

Over the past few years, Hussey Gay Bell, along with the City's staff, has reviewed options to replace the ultraviolet (UV) disinfection system at the WQCP. The existing disinfection system is a TrojanUV4000 system which was installed in 1995 and has functioned well. Two (2) parallel units in separate channels are currently installed.

In general, the useful life of most mechanical equipment is 20-25 years. The existing units require more maintenance to operate than when originally installed. Currently, the plant staff operates both units at full power to achieve the disinfection required over a wide range of wastewater flows. Advances in technology have led to the development of more efficient UV systems in terms of disinfection and energy consumption. Newer designs allow the UV units to vary the intensity of the UV dose over a wider variety of flow rates to achieve the desired level of disinfection. This will result in significantly lower energy consumption costs which will pay for the cost of the UV unit very quickly (approximately 6 years based on an initial estimate of \$115,909.40/year in electrical savings at \$0.08/kWh).

Hussey Gay Bell solicited information and budget pricing from three (3) manufacturers of UV disinfection equipment (Trojan, Wedeco and Enaqua). Each product is based on a different design and has different requirements for installation at the Statesboro WPCP. The budget pricing from the UV system manufacturers is listed below. The budget pricing is for the total system (both channels), not including engineering and installation.

<b>Manufacturer</b>	<b>Budget Price</b>
Wedeco	\$537,100.00
Trojan	\$685,000.00*
Enaqua	Not Provided

\*designed to meet EPD requirements using NWRI protocols

Hussey Gay Bell evaluated the disinfection, installation and maintenance requirements of the UV systems above with the City staff. The Georgia EPD’s Guidelines for Water Reclamation and Urban Reuse limit reclaimed water fecal coliform counts not to exceed 23/100 mL, as a monthly geometric mean, using National Water Research Institute (NWRI) protocols. The Trojan system is designed based on achieving EPD’s required limits using the NWRI testing protocols. Other systems may require additional bulbs or equipment to meet the EPD standards which may require additional modifications to the existing concrete channels. This makes it difficult to compare the costs since the installation and operating costs of each unit may be different.

Hussey Gay Bell recommends replacing the existing UV system with a TrojanUVSigna system based on the information presented above, the City staff’s familiarity with Trojan and the following items:

- **Ease of Installation** – The TrojanUVSigna system will fit within the existing UV system channels with very minor modifications. This will greatly reduce the installation cost and time. This is very important since the WPCP must stay in operation during the upgrade. Other manufacturers have UV systems based on a different design which would likely require the construction of new concrete channels to house the units. A general estimate for the design, permitting and construction of new UV channels, not including the purchase and installation cost of the UV units, is \$200,000. The additional cost of new construction and time savings makes the TrojanUVSigna unit a cost-effective option.
- **Experience and Dependability** – Trojan has the largest installed base of municipal systems in the world, including over one hundred (100) systems operating in Georgia. Thirty-five (35) of these systems are designed and operating in accordance with the Georgia EPD Guidelines for Water Reclamation and Urban Water Reuse.
- **Service and Technical Assistance** – Trojan maintains factory-trained service representatives at Templeton/TEMSCO located in Suwanee, Georgia. The staff at Templeton/TEMSCO provides parts and service assistance for the current UV system as

well as many other pieces of equipment at the Statesboro WPCP. The Templeton/TEMSCO staff is available to aid the City staff on very short notice.

Based on the information above, the City staff visited wastewater treatment plants with Trojan UV systems in Auburn, AL and Moultrie, GA. The City staff visited with plant operators to discuss their experiences with the Trojan UV systems. Both visits resulted in very positive feedback on the effectiveness of disinfection as well as the ease of operation and maintenance of the systems.

For comparison purposes, Trojan has provided cost information on similar UV units installed at various locations in the table below.

Project Name	Cape Girardeau	Gills Creek WWTP	Ewing Lawrence Sewerage Authority	Provo	Grovetown	Statesboro
State	MO	SC	NJ	UT	GA	GA
Channels	2	2	2	2	1	2
Total Lamps	112	98	152	100	24	96
P.O. Date	19-Aug-12	5-Nov-12	13-Jun-14	13-Mar-15	11-Aug-17	TBD
P.O. Amount (USD)	\$884,000	\$908,100	\$1,278,000	\$1,034,300	\$239,000	\$685,000
Price per Lamp (USD)	\$7,893	\$9,266	\$8,408	\$10,343	\$9,958	\$7,135

In summary, Hussey Gay Bell recommends the sole-source procurement of TrojanUVSigna units to replace the existing TrojanUV400 units.

If you have questions or comments regarding any portion of this submittal or require additional information please contact me at by phone at 912.354.4626 or by e-mail at [cburke@husseygaybell.com](mailto:cburke@husseygaybell.com).

Sincerely,  
HUSSEY GAY BELL



Chris Burke, P.E.

cc: Robert Cheshire, P.E., City of Statesboro  
Jennifer Oetgen, P.E., Hussey Gay Bell  
C.J. Chance, P.E., Hussey Gay Bell







# CITY OF STATESBORO

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I. Cain Smith, City Attorney

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

**To: Randy Wetmore  
City Manager**

**From: Steve Hotchkiss  
Director Public Utilities**

**Date: 5-08-2018**

**RE: Professional Services agreement with Hussy, Gay, Bell Engineering for  
the Ultraviolet UV System replacement project at the WWTP.**

**Policy Issue: Council Approval**

**Recommendation: Motion to approve Professional Services Contract with Hussy, Gay, Bell Engineering to provide design, bid, permitting and contract administration for the Ultraviolet System replacement project at the WWTP with the total amount not to exceed \$56,795.00.**

**Background: Hussey, Gay, Bell Engineering has a long history with the City's Waste Water Treatment Plant and has been its engineer of record for many years. They designed and permitted the original UV System in 1995 and have provided valuable assistance to the staff through the years. The UV system is a critical component of proper disinfection of our waste water and any missteps in the installation process could cause the City to violate its Discharge Permit. These facts make HGB uniquely qualified to provide the services needed to successfully complete this project.**

**The contract they have proposed has a total price of \$56,795.00 which is well within the acceptable range for a project of this size. It also has several items which are priced hourly with a not to exceed number which will allow us to lower the total cost if we use less that the maximum. The staff has reviewed this**

# CITY OF STATESBORO

## COUNCIL

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

**proposal and believes the charges to be appropriate for the work to be performed.**

**Budget Impact: This project was approved as a part of the City's Capital Improvement Program with a total budget of \$1,200,000.00 and is funded by 2013 SPLOST proceeds.**

**Council Person and District: All**

**Attachments: Hussy, Gay, Bell Engineering Proposal.**



May 2, 2018

Mr. Robert Cheshire  
Deputy City Manager  
City of Statesboro  
P.O. Box 348  
Statesboro, GA 30459

**RE: Proposal for Professional Services for the Ultraviolet (UV) Disinfection System Replacement at the Statesboro WPCP**

Dear Mr. Cheshire:

We are pleased to present this proposal for professional services for the subject project. Our understanding of the scope of work is as follows:

**A. SURVEYING SERVICES**

Hussey Gay Bell will perform a topographical survey of the existing UV disinfection system channels for use in creating a proposed modification plan. Easement plats are not expected to be required for this project and are not included in the scope of this proposal.

**LUMP SUM FEE** **\$1,800.00.**

**B. WETLAND SERVICES**

This project is not expected to impact wetlands. Wetlands services are not included in the scope of this proposal.

**C. DESIGN SERVICES**

Hussey Gay Bell's scope of design services includes the design and preparation of Construction Plans and Specifications for the replacement of the existing UV disinfection system with two (2) new TrojanUVSigna units. The design services scope includes structural and electrical services.

**LUMP SUM FEE** **\$29,150.00.**

Mr. Robert Cheshire  
City of Statesboro  
May 2, 2018  
Page 2

D. PERMITTING SERVICES

Permitting services includes the preparation of submittal packages for approval by the Georgia Environmental Protection Division of the Georgia Department of Natural Resources.

**LUMP SUM FEE** **\$2,250.00.**

E. BIDDING SERVICES

Hussey Gay Bell will prepare construction documents, including plans and specifications, necessary for contractor bidding of the project. Hussey Gay Bell will assist in preparing a project advertisement, the distribution of bid documents, attending a pre-bid meeting, preparing addenda to respond to bidder questions, attending a bid opening, analyzing the bids received and recommending award of the project. This proposal assumes all work will be bid once as a single project.

**LUMP SUM FEE** **\$3,500.00.**

F. CONTRACT ADMINISTRATION

Hussey Gay Bell's construction administration services as needed on an hourly basis including contract preparation, attending one (1) pre-construction meeting, responding to Requests for Information (RFI's), reviewing two (2) pay requests, reviewing shop drawings and preparing change orders, if necessary.

**HOURLY NOT-TO-EXCEED FEE** **\$6,410.00.**

G. CONSTRUCTION OBSERVATION

Hussey Gay Bell's construction includes on-site observation during the construction phase of the project on an hourly basis.

**HOURLY NOT-TO-EXCEED FEE** **\$11,685.00.**

G. PROJECT CLOSE-OUT AND RECORD DRAWINGS

Hussey Gay Bell will complete project close-out documentation and provide record drawings for the project on an hourly basis.

**HOURLY NOT-TO-EXCEED FEE** **\$2,000.00.**

Mr. Robert Cheshire  
City of Statesboro  
May 2, 2018  
Page 3

The scope of services covered by this proposal does not include geotechnical or environmental services.

You will be billed each month for our services and for any reimbursable expenses as defined in the General Conditions. Invoices will be payable within 30 days of invoice date. This Agreement, along with the General Conditions, the Schedule of Hourly Rates and the Schedule of Reimbursable Expenses constitutes the entire contract between you and this firm and may only be modified by a written change order signed by both parties. Thank you for this opportunity to serve you.

Yours very truly,  
**HUSSEY, GAY, BELL & DEYOUNG, INC.**



Jennifer Oetgen, P.E.  
Principal

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

## GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated \_\_\_\_\_, between **CITY OF STATESBORO** (Client) and **HUSSEY, GAY, BELL & DEYOUNG, INC.** (Engineer) and pertain to the project described therein.

### 1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

### 2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

5. PAYMENT TO THE ENGINEER.

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other

related charges. Client hereby waives any and all claims against Engineer for any such suspension.

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

## 6. CONSTRUCTION COST.

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

## 7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been produced for this project only and for a given time. The documents are not to be used for any other project, or any other location, or after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

## 8. TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

## 9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

## 10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

## 11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

## 12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this

Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

*Revised 3-10-16*

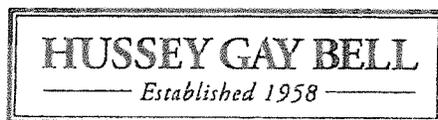


Hussey, Gay, Bell & DeYoung, Inc.  
Consulting Engineers  
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective  
3/1/2016

Principal Engineer	185.00
Professional Engineer (Testimony and Preparation)	315.00
Engineer V / Associate	170.00
Engineer IV	155.00
Engineer III	140.00
Engineer II	135.00
Engineer I	130.00
Assistant Engineer	120.00
Technician III	110.00
Technician II	105.00
Technician I	95.00
Landscape Architect	125.00
Senior Project Representative	100.00
Project Representative	85.00
Registered Land Surveyor III	150.00
Registered Land Surveyor II	130.00
Registered Land Surveyor I	120.00
3-Man Survey Crew	160.00
2-Man Survey Crew	150.00
1-Man Survey Crew	130.00
Senior Administrative	105.00
Administrative	70.00



SCHEDULE OF REIMBURSABLE RATES  
March 2016

**REPRODUCTION COSTS PER PAGE:**

Plan Sheets – Bond (B/W)

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

Plan Sheets – Bond (Color - Line)

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

Plan Sheets – Bond (Color – Solid Fill)

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

Plan Sheets – Mylar (B/W)

24 x 36	\$15.60
30 x 42	\$22.75

Specifications (B/W)

8.5 x 11	\$ 0.20
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CD / Flash Drives

Actual costs including media costs  
and staff time at standard rates

**OVERNIGHT DELIVERY:** Cost + 10%

**AUTO MILEAGE:** \$0.54 per mile

**AIRFARE:** Actual Cost (Economy Class – Domestic; Business Class – Foreign)

**ROOM & BOARD:** Actual Cost

# CITY OF STATESBORO

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



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

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

**To: Randy Wetmore  
City Manager**

**From: Steve Hotchkiss  
Director Public Utilities**

**Date: 5-08-2018**

**RE: West Main Street Water and Sewer Extensions**

**Policy Issue: Council Approval**

**Recommendation: Motion to approve the extension of water and sewer service to Bulloch Academy School on West Main St with the City's financial participation not to exceed \$100,000.00.**

**Background: The City has been contacted by members of the Board of Directors from Bulloch Academy School about the possibility of obtaining water and sewer service for their West Main campus. The school is located in an area that is part of the City's long range master plan, but because of low growth potential in the area it was never considered a high priority. As a low priority project staff has evaluated the merits of this extension solely based on the revenues generated by this customer. We have estimated five years of utility revenues to generate approximately \$83,000.00 and Tap and ATC fees to bring in another \$47,000.00 for a total of \$130,000.00 over a five year period. The City looked at this project before and expended approximately \$30,000.00 on engineering and design work back in 2013. Given all of these facts we are proposing that the City contribute only an additional \$100,000.00 to the cost of the project with Bulloch Academy paying any additional costs. If BA chooses to reduce the scope of the project and install only the water main we would reduce our contribution to \$50,000.00 because of the reduced revenues.**

# CITY OF STATESBORO

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STATESBORO, GEORGIA 30459-0348

**Any decision to extend utilities would require a Water Sewer Agreement that would also have to be approved by Council. Bulloch Academy also assumes the duty to acquire all needed easements and have them formally deeded to the City. It is staffs opinion that this is a viable project and would be in the best interest of the City for it to be approved.**

**Budget Impact: Funding will come from System Revenues**

**Council Person and District: Sam Jones / District 2**

**Attachments: Map**

# Bulloch Academy Water Sewer Extension

## Legend

 Bulloch Academy

 Feature 1

Proposed water & sewer



# CITY OF STATESBORO

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**To: Randy Wetmore  
City Manager**

**From: Steve Hotchkiss  
Director Public Utilities**

**Date: 5-08-2018**

**RE: Bulloch Academy Water/Sewer Agreement**

**Policy Issue: Council Approval**

**Recommendation: Motion to approve a Water/Sewer Agreement between the City of Statesboro and Bulloch Academy, Inc.**

**Background: Bulloch Academy Inc. has requested that water and sewer mains be extended to serve Bulloch Academy School located at 873 West Side Road, Statesboro, Ga. As part of the City's Utility Extension Policy applicants for extension are required to execute an agreement that sets forth the special conditions and fee's associated with utility service.**

**Budget Impact: N/A**

**Council Person and District: Sam Jones / District 2**

**Attachments: Water / Sewer Agreement**

WATER/SEWER AGREEMENT

GEORGIA, BULLOCH COUNTY

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the MAYOR AND CITY COUNCIL OF STATESBORO, a municipal corporation, its assigns and successors, hereinafter referred to as "City" and Bulloch Academy, Inc., their heirs, assigns and successors, hereinafter referred to as "Developer", the developer of the project known as Bulloch Academy Water/Sewer Extensions (Phase I, Cornerstone Campaign).

WHEREAS, in regard to extending and making additions to the City's water and/or sanitary sewer systems and also to the construction of water distribution and/or sanitary sewer collection and disposal systems to serve the property known as Bulloch Academy Campus; located at 873 Westside Rd. Statesboro, GA 30458 and

WHEREAS, the engineering design for said water and sanitary sewer systems will be accomplished by competent, professional engineers registered in the State of Georgia;

NOW THEREFORE, the City and Bulloch Academy Inc. covenant and agree as follows:

-1-

City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of said water and sanitary sewer systems. The Developer shall be responsible for providing resident inspection and for providing advanced notice for City inspections during construction and for insuring the engineer's conformance to area planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangements of lift

stations and quality of construction. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the approved specifications and plans. Water main and sewer force main shall utilize C900 pipe and be installed with trace wire and warning tape. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All engineering and inspection costs in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment facility and the water supply facility.

-2-

The Developer will pay a five hundred (\$500.00) dollar non-refundable fee to the City of Statesboro to cover the costs for the City's Consulting Engineers to review plans for compliance with the City's Long Range Water and Sewer Master Plan. This fee will also cover the costs for said Engineer to update the City's Water and Sewer Master Plan as per the development and to update the City's water/sewer location maps to include this extension of mains. The Developer covenants and agrees to reimburse the City for additional inspection time on unfamiliar contractors until such time as the contractor is approved by the City.

-3-

Both parties covenant and agree that if the project is located outside the limits of the City and is contiguous to the City Limits, that in order to receive utility service from the City, the Developer will agree for the development to be annexed into the City Limits and will formally request annexation by the 100% method, prior to the submittal of any subdivision plat or site plan. The Developer agrees to comply with all City of Statesboro Codes, Ordinances and Regulations applicable to Development and agrees that all inspections and code enforcement shall be conducted by the City of Statesboro and that a City building permit is required. The Developer agrees to submit construction plans to the City for review and to pay all City building permit fees and inspection fees prior to beginning any construction.

-4-

Both parties agree that if the project is located outside the City Limits but is not contiguous to the City Limits, in order to receive utility services from the City of Statesboro, the Developer will agree for his development to be annexed into the City and will formally request annexation by the 100% method at such time as the development becomes contiguous to the City Limits. The developer requesting water and sewer service for non contiguous property agrees and covenants with the City that restrictive covenants which are to run with the property will be placed on the property which would require any entity the property is conveyed to, to agree to 100% annexation of the property when it becomes contiguous.

-5-

The Developer shall hold the City harmless and indemnify City against any damages due to work associated with the tie on of existing water or sanitary sewer lines.

-6-

Both parties covenant and agree that upon completion of the systems and all related facilities, including all associated water and sewage fees being fully paid for by the Developer (except the sewage treatment facility and the water supply facility) and after the submission of "as built" drawings (one electronic copy in a format acceptable to the City and two blueprint plans), the City will, subject to approval of the City Public Utility Director, accept title thereto and assume responsibility for "routine" maintenance and operation of only those portions located within public easements or rights of way. The acceptance shall include all rights, title and interest that the Developer has in the water and/or sanitary sewer systems servicing the said project and also all easements and/or rights of way required for the purpose of maintenance thereof. Developer agrees to execute any further documentation, such as a Bill of Sale and/or Easement, upon request of the City as may be necessary to transfer title to the systems. The Developer shall bear the costs for the proper acquisition, conveyance and recording of all water and sewer easements. Those portions of the facilities not so conveyed

by the Developer such as single use lines, private lift stations and private wells, shall remain the responsibility of the Developer or its assigns as to the ownership and maintenance.

-7-

The Developer warrants the water and sanitary sewer systems to include all parts, piping and pumping devices that make up the water or sewer system against defects and improper installation for a period of one (1) year from the date the City accepts the system. During the one (1) year warranty any repairs to the system will be made at the expense of the Developer and any street repairs necessitated for the maintenance and repair of the water system and/or sanitary sewer systems will also be at the expense of the Developer.

-8-

Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the system shall be borne by the Developer. It shall be the Developer's responsibility to obtain all the necessary regulatory permits and approvals. It is understood and agreed by and between the parties that the City's sole responsibility will be to provide the sewage treatment facility, the water supply facility and any water and sewer mains that may already be in place.

-9-

Developer acknowledges that there is an Aid to Construction fee (ATC) for each gallon of sewage accepted by the City from Developer for treatment. This fee shall be imposed in accordance with the current City rates in effect and shall be paid by Developer to the City upon execution of this Agreement. The current rate is \$1.60 per gallon per day of sewage accepted by the City for treatment. The City calculates that 10,000 gallons per day of sewage from the Project will be treated by the City. The Developer, therefore, tenders the amount of \$16,000 to the City in payment of this fee. If it becomes apparent that the amount of sewage to be treated by the City will exceed the amount set forth above, Developer shall immediately tender such payment of the ATC fees to the City as is required. It shall be the responsibility of the City to correctly calculate the gallons of sewage from the Project to be treated by the City. The City's calculations shall be consistent with the City's schedule of contributory load factors. The ATC fee is payable at such time the sewer tap is made.

-10-

It is understood and agreed by and between the parties that there shall be a sanitary sewer connection fee and a separate water connection fee in accordance with the current City rates in effect. Since this development is located outside of the City Limits, the connection fees shall be paid at such time work order for taps are made.

-11-

The City is aware that the Bulloch Academy campus currently utilizes a groundwater well to provide all water including both potable and irrigation water. By executing this agreement, the developer agrees that the City will become the sole provider of water for consumption, and thus agrees to physically disconnect the existing campus potable water system from the existing well and reconnect only the campus potable water system to the City's water system. From here on, the Developer's existing groundwater well can only be used for irrigation purposes. Developer agrees that no additional groundwater wells will be installed on the campus and the existing groundwater well will never be replaced or enlarged.

-12-

This agreement may not be transferred or assigned in whole or of any part by Developer without prior written consent of the City and any violation of this agreement shall terminate the City's obligation hereunder.

-13-

This agreement is to be governed by Georgia Law and it is understood and agreed by and between the parties that all provisions of both state and federal law now or hereafter in effect relating to water and sewage service, while laws may be applicable to the City, shall be applicable to this Agreement.

IN WITNESS WHEREOF all parties have set their hands and seals on this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

MAYOR AND CITY COUNCIL OF STATESBORO

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

DEVELOPER

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public