



August 18, 2020 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Phil Bouym
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 08-04-2020 Council Minutes
5. Public Hearing & Consideration of a Motion to approve application for an alcohol license Sec. 6-5:

Hunt Partners, LLC
DBA: Your Pie
701 Piedmont Loop Ste 200
Joseph Hunt
6. Public Hearing and Consideration of a Motion to approve **APPLICATION RZ 20-07-01**: Larry T. Douglas requests a zoning map amendment of 0.18 acres of property located at 849 Martin Luther King Jr. Drive from R-6 (Single-Family Residential) to the CR (Commercial Retail) zoning district in order to utilize the property for commercial purposes (Tax Parcel S17 000030 000).
7. Consideration of a Motion to approve the acceptance of the Assistance to Firefighters Grant (AFG) which has been awarded to the Statesboro Fire Department.
8. Consideration of a motion to approve a Professional Services contract with Maxwell-Reddick and Associates, Inc. to provide design, bid, permitting, inspection and contract administration for Hwy 67 (Optim) water and sewer extension in the amount of \$63,500.00.
9. Consideration of a Motion to set the dates for the required three (3) public hearings to solicit input regarding the millage rate of 7.308 for the 2020 property taxes. 1st Public Hearing August 27th 2020 at 9:00 am, 2nd Public Hearing August 27th 2020 at 6:00 pm, 3rd Public Hearing September 1st 2020 at 9:00 am.
10. Other Business from City Council
11. City Managers Comments

12. Public Comments (General)

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

14. Consideration of a Motion to Adjourn



CITY OF STATESBORO
COUNCIL MINUTES
AUGUST 04, 2020

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

1. CALL TO ORDER

Mayor Jonathan McCollar called the meeting to order

2. INVOCATION AND PLEDGE

Councilman Shari Barr gave the Invocation and Pledge of Allegiance.

ATTENDENCE

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

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

3. Recognitions/Public Presentations: None

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 07-21-2020 Work Session Minutes

b) 07-21-2020 Council Minutes

c) 07-21-2020 Executive Session Minutes

A motion was made to approve the consent agenda.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember John Riggs

SECONDER:

Councilmember Paulette Chavers

AYES:

Chavers, Mack, Riggs, Barr

ABSENT

Councilmember Phil Boyum

6. **Consideration of a motion to approve Ordinance 2020-06: An ordinance revising City Ord. 2-2.4 regarding ordinance revision procedure before Mayor and Council.**

A motion was made to approve **Ordinance 2020-06**: an ordinance-revising City Ord. 2-2.4 regarding ordinance revision procedure before Mayor and Council.

RESULT:	Approved 3-1
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Sharri Barr
AYES:	Chavers, Mack, Barr
NAYS:	Councilmember John Riggs
ABSENT:	Councilmember Phil Boyum

7. **Consideration of a Motion to approve Resolution 2020-23: A resolution of the Mayor and Council of the City of Statesboro Georgia to enter into a Grant Agreement with the State of Georgia in order to access the Coronavirus Relief Fund.**

A motion was made to approve **Resolution 2020-23**: A Resolution of the Mayor and Council of the City of Statesboro Georgia to enter into a Grant Agreement with the State of Georgia in order to access the Coronavirus Relief Fund.

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

8. **Consideration of a motion to approve the renewal of the City of Statesboro property, casualty and workers compensation insurance as follows per the recommendation of our insurance broker Glenn Davis and Associates:**

- | | |
|------------------------------------|----------------------------|
| A. Property Casualty | Travelers Insurance |
| B. Works Compensation | Bitco Insurance |
| C. Fire Dept. Property Ins. | VFIS |
| D. Cyber Security | BCS Insurance |

A motion was made to approve the renewal of the City of Statesboro property, casualty and workers compensation insurance as follows: A. Property Casualty – Travelers Insurance B. Workers Compensation – Bitco Insurance C. Fire Department Property Insurance – VFIS D. Cyber Security – BCS Insurance.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember John Riggs

AYES:	Chavers, Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum

9. Consideration of contract with Wood Environmental and Infrastructure Solutions Inc., to provide design and environmental services for proposed upgrades to Luetta Moore and Grady Street Parks.

A motion was made to approve contract with Wood Environmental and Infrastructure Solutions Inc. to provide design and environmental services for proposed upgrades to Luetta Moore and Grady Street Parks.

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

10. Consideration of a Motion to award a contract to Tim Lanier Construction LLC in the amount of \$134,670.50 for sidewalk improvements to West Jones Avenue with approval to spend up to \$135,750.00 for additional work based on contractors unit bid process. This project is paid from 2018 TSPLOST funds.

A motion was made to award a contract to Tim Lanier Construction LLC in the amount of \$134,670.50 for sidewalk improvements to West Jones Avenue with approval to spend up to \$134,750.00 for additional work based on contractors unit bid process.

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

11. Discussion regarding the City of Statesboro's participation in GMA's 2020 Census Challenge.

A motion was made to approve the endorsement of the City of Statesboro's participation in GMA's 2020 Census Challenge.

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

12. Other Business from City Council

Councilmember Shari Barr stated she is pleased to announce approximately 45,000 masks have been handed out in Statesboro and Bulloch County by the “Squashing the Spread” group.

Mayor McCollar announced that flags will be flown at half-staff in memory of Coach Lee Hill. He stated we have lost a great giant due to COVID-19 and would like to pay tribute to Lee Hill and have Council approval to rename Lester Road to Coach Lee Hill Boulevard.

Councilmember Shari Barr stated she personally has no objections to this idea but has concerns about being too hasty in making this decision and would like the input from the public regarding this proposal.

City Attorney Cain Smith read the proposed resolution as follows, “Pursuant to City Ordinance 58-9, Mayor and Council hereby resolve to rename Lester Road particularly the stretch between Northside Drive and East Main as Coach Lee Hill Boulevard, retaining the street numbering that is now in place, Lee Hill Drive as it runs off of Denmark Road will be renamed Lester Drive.”

Mayor McCollar amended the resolution taking out the renaming of Lee Hill Drive stating we will deal with that at a later point.

Councilmember John Riggs stated he agrees with Councilmember Barr stating he would like to have more input on this.

A motion was made to approve a Resolution as amended renaming Lester Road from Northside drive to East Main Street to Coach Lee Hill Boulevard.

RESULT:	Approved 3-2
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Chavers, Mack, Mayor Jonathan McCollar – as the tiebreaker
ABSENT	Councilmember Phil Boyum
NAYS:	Councilmembers John Riggs and Shari Barr

13. City Managers Comments

City Manager Charles Penny needs to release one of the dates for the Council Retreat for March of 2021. The two dates we have available are March 5-6 or March 12-13. A consensus was to go with March 12-13.

14. Public Comments (General)

Reid Derr signed up to speak regarding concerns with the proposed discrimination ordinance. Mr. Derr stated he is a member of Trinity Presbyterian Church and has concerns of the proposed Article 80 Discrimination more specifically section 80-2 (f) as it refers to religion and feels it should be more specific in protecting religious rights and protecting the conscious’ of religious practitioners.

Mayor McCollar stated I appreciate you coming forward. There may be some misinformation that has been thrown out there in regards to what this legislation is about we invite you to be a part of the conversation. There is going to be another One Boro meeting on Tuesday August 11, 2020 at 5:30 via zoom and a Council work session on August 18, 2020 at 4:00 pm.

Council member Paulette Chavers stated I do not believe in any kind of discrimination but would like to hear more about these concerns. It is only right to hear what you have to say when we are making these certain Ordinances, please come and be a part of the conversation.

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

There was no Executive Session.

16. Consideration of a Motion to Adjourn

A motion was made to adjourn

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

The meeting was adjourned at 10:03 am.

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 8/10/2020

RE: Hunt Partners, LLC DBA Your Pie

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

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

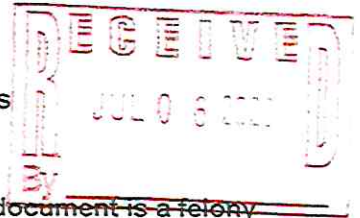
Recommendation: Planning & Development, Fire Department, Police Department, and Legal recommended approval

Budget Impact: None

Council Person & District: Shari Barr, District 5

Attachments: Application & Department Approvals

Application for License to Sell Alcoholic Beverages
City of Statesboro, Georgia



Please be advised that knowingly providing false or misleading information on this document is a felony pursuant to O.C.G.A. § 16-10-20 which states:

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

The undersigned applicant hereby applies to the City of Statesboro, Georgia for a license to sell alcoholic beverages within the corporate limits of the City of Statesboro. **A non-refundable \$200 application fee must be tendered with the application.** (cash, credit card, certified check, or money order made payable to City of Statesboro)

Date application was received by tax/license office: 7.6.2020

1. Business Trade Name: _____ Your Pie _____
D/B/A Name

2. Applicant's Name: Hunt Partners, LLC
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 701 Piedmont Loop Suite 200 Statesboro, GA 30458

4. Business mailing address: 701 Piedmont Loop Suite 200 Statesboro, GA 30458

5. Local business phone number: 912.243.9330

Corporate office phone number: 706.850.5304

6. Name of Manager: Joseph Hunt
Person responsible for alcohol licensing issues

7. Phone number for manager: 706.224.3773

8. Email address for manager: jsjehunt@gmail.com

9. Address of manager: _____

10. Purpose of application is:

New Business _____ New Owner x

Previous owner's name: _____ Britt Hendrix _____

If the business name has changed, list previous name: _____ N/A _____

If the business address has changed, list the previous address: _____ N/A _____

11. Indicate where the business will be located:

_____ Above ground

____x____ Street or ground floor level

Section 6-10(D) Any person within the City of Statesboro who works as a bouncer, either as an employee, agent, or subcontractor whose responsibilities in an establishment that is licensed to sell alcoholic beverages for on-premises consumption shall have their alcoholic beverage security permit on their person at all times while acting as an employee, agent or subcontractor of the licenses. An alcoholic beverage security permit shall be readily available for inspection upon the request of any Statesboro Police Department Officer, City Code Enforcement Officer, or the City Manager/his designee.

12. Type of Business: _____ Individual _____ Corporation _____ Partnership ____x____ LLC

Complete EITHER numbers 13, 14, and 15 OR 16, 17, and 18 in the section below:

13. If applicant is an individual: Attach a copy of the trade name affidavit.

Full Legal Name: _____ Phone #: _____

Home Address: _____

Have you completed the financial affidavit attached to this application? _____

14. If applicant is a partnership, LLC, or LLP: Attach trade name affidavit. If an LLC or LLP, attach a copy of certificate of LLC or LLP as filed with the Clerk of Superior Court and trade name affidavit, a copy of your operating agreement and/or partnership agreement, as well as other documents listed below that establish ownership rights of members or partners.

Name & address of partnership, LLC, or LLP: Hunt Partners, LLC

Do you have an operating or partnership agreement for the LLC, LLC, or partnership? _____ In Progress _____

If not, what documents establish the ownership rights of the members/partners? _____

_____ Secretary of State documents attached _____

15. Members of LLC and/or partners:

Full Legal Name: _____ Joseph Hunt _____ Phone #: 706.224.3773 _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

Has each member/partner completed a financial affidavit to attach to this application? _____y_____
(Attach additional pages if necessary)

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

16. If applicant is a corporation: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights.

Name of Corporation: _____

Home Office address: _____

Mailing address (if different): _____

Date & Place of incorporation: _____

Do you have a shareholders agreement?: _____

If not, what documents establish the ownership rights of the shareholders? _____

17. Officers:

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

****Attach additional pages if necessary****

18. Stockholders: (if different than officer names)

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

****Attach additional pages if necessary****

Has each shareholder completed the financial affidavit attached to this application? _____

19. If there is any individual or officer who has resided at his/her current address LESS THAN 5 years, complete the information below:

Name: _____ Joseph Hunt _____ Phone #: _____ 706.224.3773 _____

Previous address: _____

Dates lived there: _____

Previous address: _____ 22 _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

20. Name & address of owner of the property (land & building) where the business will be located:

_____ Tam Doan 701 Piedmont Loop Statesboro GA 30458 _____

21. Is the commercial space where the business is to be located rented or leased? _____ y _____

If yes, state name and address of lessor or landlord, and provide a copy of the lease with this application:

_____ Tam Doan _____

22. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits/receipts from the proposed business with any persons, firm, company, corporation, or other entity? _____ no _____

If yes, provide name of person/firm, address, and amount of percentage of profits or receipts to be split:

23. Is there anyone connected with this business that is not a legal resident of the United States and at least 21 years of age? _____ no _____

If yes, give full details on a separate sheet of paper.

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

If yes, please explain on a separate sheet of paper and submit copies of eligibility.

24. Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesboro or other city/county in the State of Georgia, or other political subdivision and been denied such? _____ no _____

If yes, please provide details on a separate sheet of paper.

25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? _____ no _____

If yes, please provide details on a separate sheet of paper.

26. Is there anyone connected with this business that has been convicted within 15 years immediately prior to the filing of this application with any felony or for whom outstanding indictments, accusations, or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred?

_____ no _____

If yes, please provide details on a separate sheet of paper.

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? _____ no _____
If yes, please provide details on a separate sheet of paper.
28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? _____ no _____
If yes, please provide details on a separate sheet of paper.
29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? _____ no _____
If yes, please provide details on a separate sheet of paper.
30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? _____ no _____
If yes, please provide details on a separate sheet of paper.
31. Will live nude performances or adult entertainment be a part of this business operation? __ no _____
If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, _____ Joseph Hunt _____, solemnly swear, subject to the penalties O.C.G.A sec 16-10-20 as provided above which I have read and understood, that all information required in this

application for license to sell alcoholic beverages and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Joseph Hunt
Print full name as signed below

[Signature] Career 7.6.20
Signature of applicant Title Date

Sworn and subscribed before me this July 6th day of July, 20 20

[Signature] 7/6/20
Notary Public My commission expires



Classification:	Mark all that apply	License Fee
1. Package Sales	<input type="checkbox"/>	\$1750
2. On Premise License Types		
A. Bar	<input type="checkbox"/>	\$4300
B. Bar with Kitchen	<input type="checkbox"/>	\$4300
C. Event Venue	<input type="checkbox"/>	\$2500
D. Low Volume	<input checked="" type="checkbox"/>	\$750
E. Pub	<input type="checkbox"/>	\$5600
F. Restaurant	<input checked="" type="checkbox"/>	\$2800
3. Caterer	<input type="checkbox"/>	\$200
4. Brewer, manufacturer of malt beverages only	<input type="checkbox"/>	\$1750
5. Broker	<input type="checkbox"/>	\$1750
6. Importer	<input type="checkbox"/>	\$1750
7. Manufacturer of Wine only	<input type="checkbox"/>	\$1750
8. Sunday Sales Permit	<input checked="" type="checkbox"/>	\$300
9. In Room Service Permit	<input type="checkbox"/>	\$150

Total Due: \$ 1050



HUNTPAR-01

JRUSHING

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2020

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

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

PRODUCER BBWH Insurers P.O. Box 877 Statesboro, GA 30459	CONTACT NAME:		
	PHONE (A/C, No, Ext): (912) 764-9602	FAX (A/C, No): (912) 764-2165	
	E-MAIL ADDRESS: bbwh@bbwhins.com		
INSURED Hunt Partners, LLC 701 Piedmont Loop STE 200 Statesboro, GA 30458	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cincinnati Indemnity		23280
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ECP0583332	7/7/2020	7/7/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		ECP0583332	7/7/2020	7/7/2021	Aggregate 2,000,000
A	Liquor Liability		ECP0583332	7/7/2020	7/7/2021	Each Common Cause 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Hunt Partners, LLC

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

AUTHORIZED REPRESENTATIVE

Hunt Partners LLC DBA Your Pie
701 Piedmont Loop Ste 200
Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department Full Name Recommendation Comments

Planning & Development	Justin Williams	Approve	Change of Ownership - No proximity map required
Fire Department	Fallon Brown	Approve	
Police Department	Jared Akins	Approve	No reason for denial noted
Legal	Cain Smith	Approve	

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin L. Williams, City Planner I

Date: August 11, 2020

RE: August 18, 2020 City Council Agenda Items

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

Recommendation: The Planning Commission recommends approval of the zoning map amendment requested by application RZ 20-07-01 with staff conditions.

Background: Larry T. Douglas requests a zoning map amendment of 0.18 acres of property located at 849 Martin Luther King Jr. Drive from R-6 (Single-Family Residential) to the CR (Commercial Retail) zoning District in order to utilize the property for commercial purposes (Tax Parcel S17 000030 000).

Budget Impact: None

Council Person and District: Chavers (District 2)

Attachments: Zoning Services Report RZ 20-07-01

ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

RZ 20-07-01
ZONING MAP AMENDMENT REQUEST
849 MARTIN LUTHER KING JR. DRIVE

LOCATION:	849 Martin Luther King Jr. Drive
EXISTING ZONING:	R-6 (Single Family Residential)
PROPOSED ZONING:	CR (Commercial Retail)
ACRES:	0.18 acres
PARCEL TAX MAP #:	S17 000030 000
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Single-Family Residential
PROPOSED USE:	Commercial Retail

**PETITIONER**

Larry T. Douglas

ADDRESS

4650 Jailette Trace, College Park, GA 30349

PROPOSAL

The applicant requests a zoning map amendment from the R-6 (Single-Family Residential) to the CR (Commercial Retail) zoning district in order to allow for a commercial use on the subject property. Currently, a multi-unit residential dwelling and accessory structure occupy the subject property.

PLANNING & DEVELOPMENT DEPARTMENT STAFF RECOMMENDATION

RZ 20-07-01 CONDITIONAL APPROVAL

Case # RZ 20-07-01

489 Martin Luther King Jr. Drive
Parcel: S17 000030 000

Location Map



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

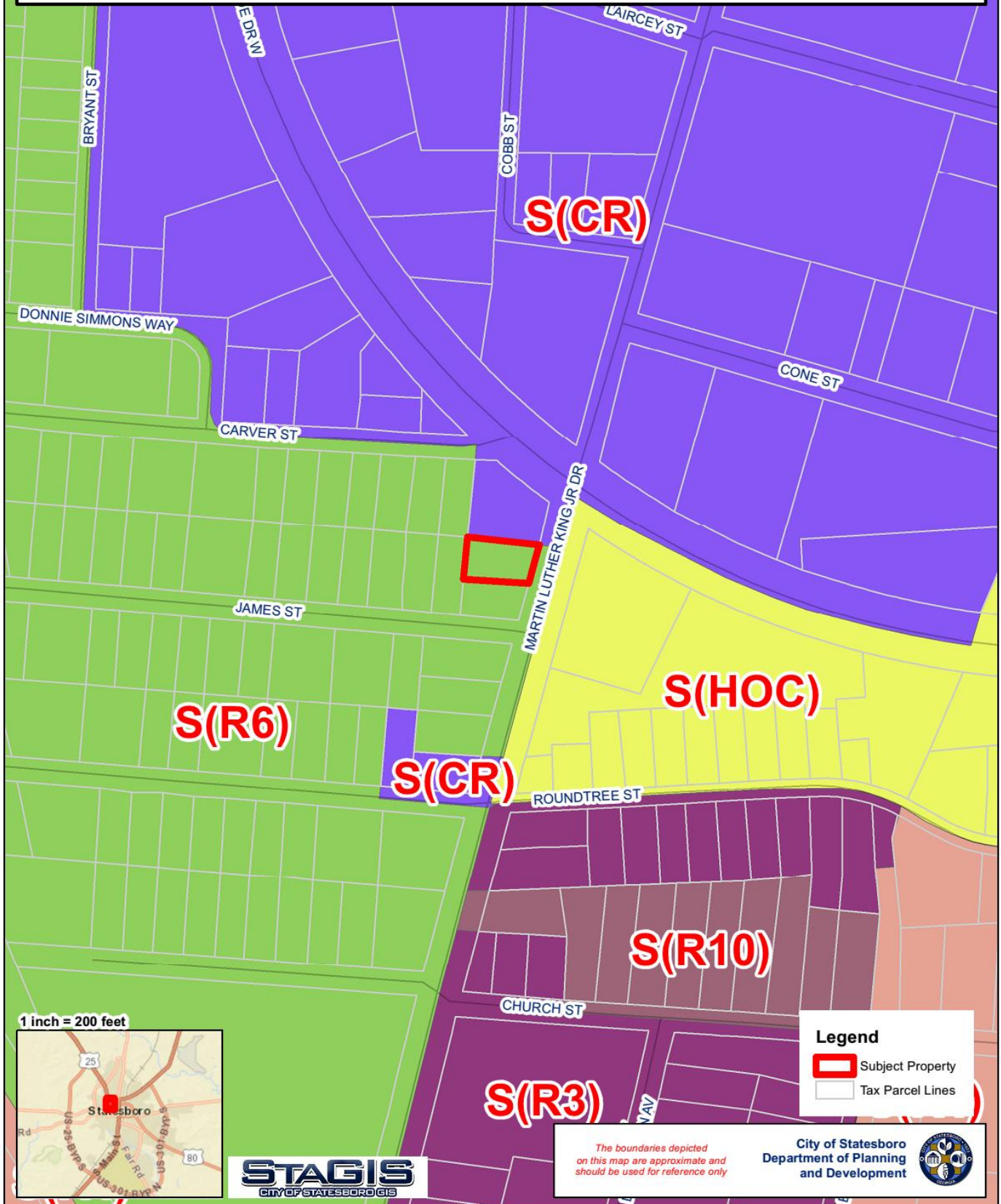
City of Statesboro
Department of Planning
and Development



Case # RZ 20-07-01

489 Martin Luther King Jr. Drive
Parcel: S17 000030 000

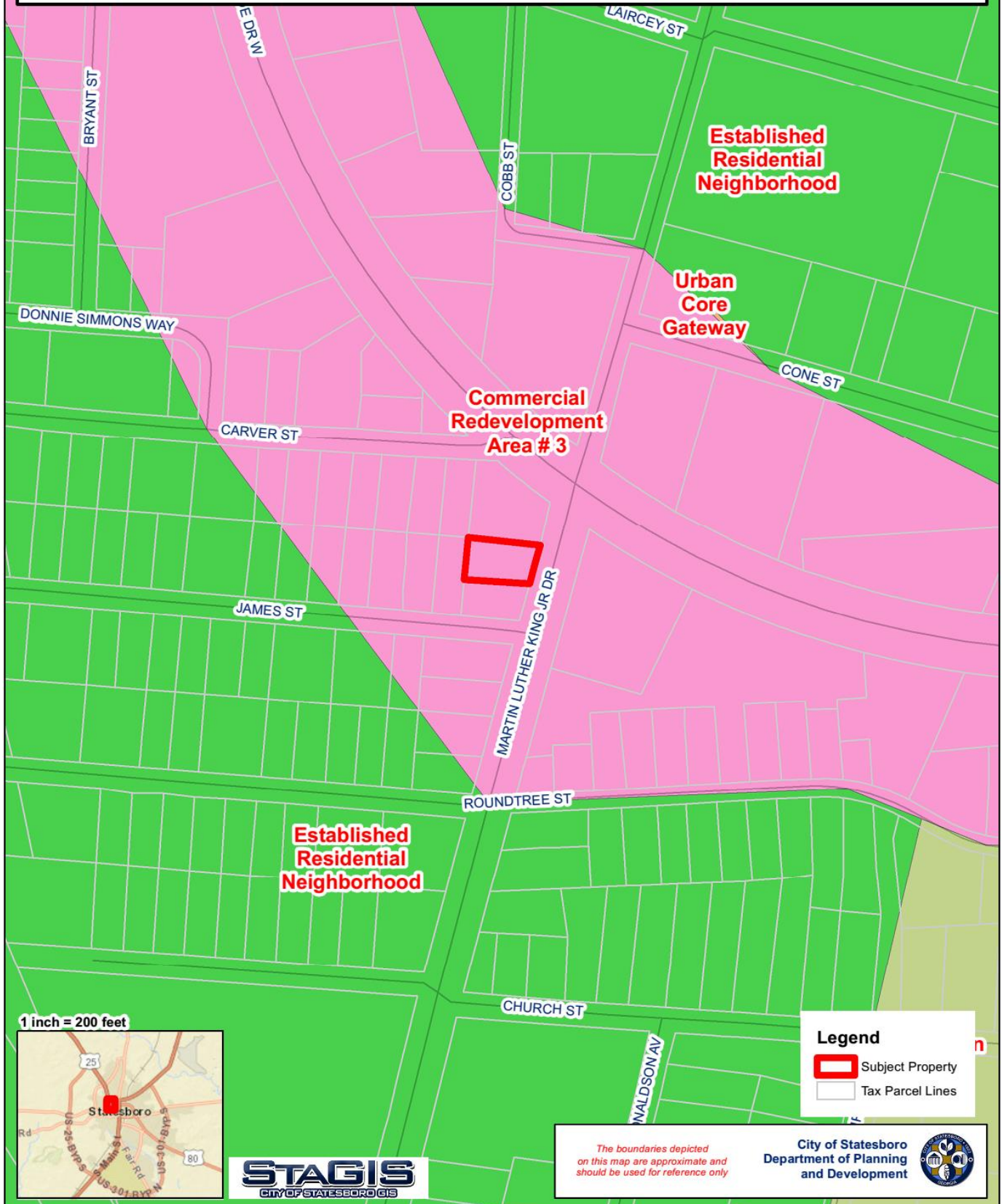
Current Zoning Map



Case # RZ 20-07-01

489 Martin Luther King Jr. Drive
Parcel: S17 000030 000

Future Landuse Plan



SUBJECT SITE

The subject site contains 0.18 acres and is currently occupied by a residential dwelling and accessory structure. Per the applicant, the current zoning de-values the property by not allowing the parcel to be developed in a manner consistent with the surrounding land uses.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Commercial Redevelopment #3” character area, which is intended for a varied scale of commercial, retail and office uses. At the intersection of major thoroughfares, development of large-scale commercial uses to serve surrounding areas of the City and unincorporated portions of Bulloch County is appropriate. In other areas, smaller scale development containing more local community services is desired. This character area incorporates on-site access management features, and uniform building, site, landscaping and sign standards in order to improve function and aesthetics.

ENVIRONMENTAL SITE ANALYSIS

The subject site does not contain wetlands and is not located in a special flood hazard area. There is no expected environmental impact associated with this request. Any potential issues will be brought forth and discussed during standard permitting and review procedures.

COMMUNITY FACILITIES AND TRANSPORTATION

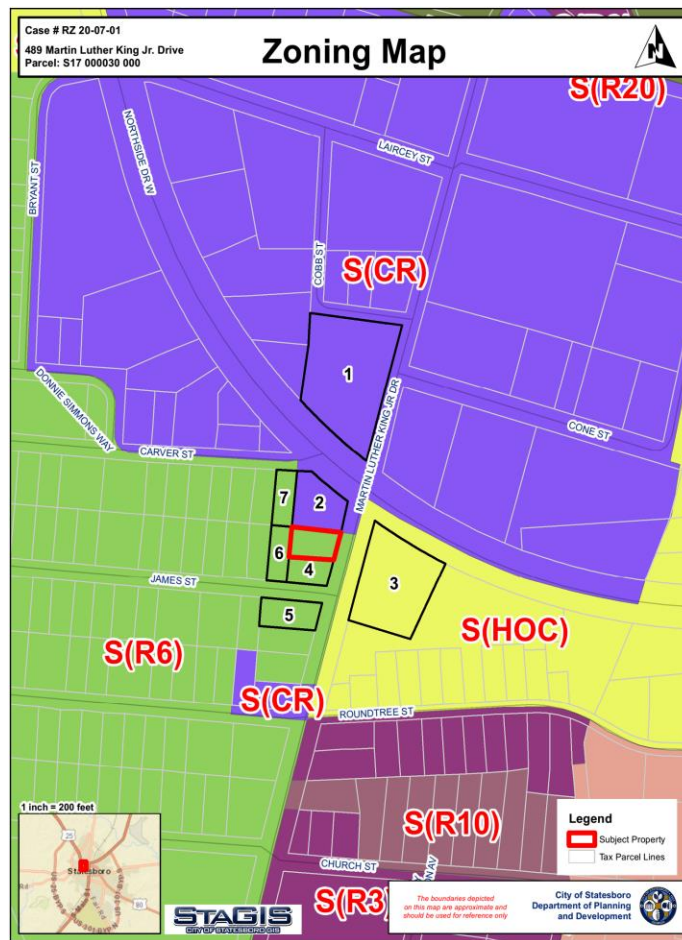
The subject property is currently serviced by city utilities, sanitation and public safety. No significant impact is expected on community facilities or services as a result of this request.

ZONING MAP AMENDMENT STANDARDS OF REVIEW

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

(1) Existing uses and zoning or [of] property nearby.

The proposed commercial retail land use is consistent with the surrounding land uses. The existing land uses and zoning of the property nearby varies. **The surrounding lots are zoned R-6 (Single Family Residential), CR (Commercial Retail), and HOC (Highway Oriented Commercial),** and are currently occupied by vacant land, single-family residential structures, an automotive car parts store, and commercial retail uses.



SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
Far North	Location Area #1: CR (Commercial Retail); Total Parcel Size: 1.28 acres	Dollar General Retail Store.
North	Location Area #2: CR (Commercial Retail); Total Parcel Size: 0.29 acres	Single-Family Residential.
East	Location Area #3: HOC (Highway Oriented Commercial); Total Parcel Size: 0.82 acres	Auto Zone Auto Parts Store.
South	Location Area #4: R-6 (Single-Family Residential); Total Parcel Size: 0.18 acres	Single-Family Residential.
Far South	Location Area #5: R-6 (Single-Family Residential); Total Parcel Size: 0.20 acres	Single-Family Residential.
West	Location Area #6: R-6 (Single-Family Residential); Total Parcel Size: 0.14 acres	Vacant Land.
Northwest	Location Area #7: R-6 (Single-Family Residential); Total Parcel Size: 0.14 acres	Vacant Land.

(2) The extent to which property values are diminished by the particular zoning restrictions.

- a. It is Staff's opinion that the proposal will not adversely affect the existing use or usability of the adjacent properties as described above if approved with the Recommended Conditions. The proposed development is within the range of existing uses in the area. Lastly, the proposed use is not expected to have an adverse effect on property values in the area given the surrounding uses. Please note that staff has not consulted a professional appraiser regarding the impact of the requested zoning map amendment on the property value.

(3) The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.

- a. It is Staff's opinion that the existing Single-Family Residential (R-6) zoning negatively impacts the value of the property as the surrounding property uses are commercial (located at the intersection of Northside Drive West and Martin Luther King Jr. Drive).

(4) The relative gain to the public, as compared to the hardship imposed upon the property owner.

- a. The subject site is currently zoned R-6 (Single-Family Residential). Per Article VII-A, Section 701-A, this parcel can be occupied by single-family residential, noncommercial recreational, educational, religious, and/or municipal uses. Under the proposed CR zoning, the applicant would be able to develop the property for a commercial purpose, which is the intended use of the 0.18 +/- acre development site. It is the applicant's intent to combine this parcel with the contiguous parcel to the north. While the existing zoning does not prohibit the health, safety, morals or general welfare of the public, the proposed subject property's rezoning to the CR (Commercial Retail) zoning district would better promote the public's health, safety, morals and general welfare.

(5) The suitability of the subject property for the zoned purposes.

- a. There is no indication that the subject property is not suitable for the requested zoning.

(6) The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.

- a. Per the Bulloch County Tax Assessor, the property has been occupied by a residential structure since 1950.

(7) The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in the adjacent areas; and

- a. Impacts on local traffic should be considered.
- b. Positive impact on the existing and future land use patterns as the proposed use is compatible with the surrounding area as well as consistent with the

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

- a. The proposed commercial use of the property is consistent with the vision and implementation strategies of the “Commercial Redevelopment #3” character area as articulated within the *2019 – 2029 Statesboro Comprehensive Master Plan*.

STAFF RECOMMENDATION

It is Staff’s opinion that the proposed zoning map amendment from R-6 (Single-Family Residential) to the CR (Commercial Retail) zoning district to utilize the property for commercial purposes is consistent with surrounding land uses and the *2019 – 2029 Future Development Map* and the *Statesboro Comprehensive Plan*. Therefore, Staff recommends approval of the zoning map amendment requested by application **RZ 20-07-01** with conditions.

If this petition is approved by the Mayor and City Council, it should be subject to the applicant’s agreement to the following enumerated condition(s):

- (1) Use of the subject property is restricted to any use specifically permitted in a CBD (Central Business) zoning district as per the use regulations of the CR (Commercial Retail) zoning district.
- (2) This zoning map amendment shall be void if a combination plat has not been submitted by the applicant to City staff for review and approval within twelve (12) months of the date of City Council authorization. The subject parcel shall be combined with Tax Parcel S17-000029-000 (867 Martin Luther King Jr. Drive).
- (3) Approval of this zoning map amendment does not grant site and/or building plan approval as submitted. Project will be required to meet all City Ordinances and applicable building codes.

At the regularly scheduled meeting of the Statesboro Planning Commission, it was voted with a 5-0 margin to approve Zoning Map Amendment RZ 20-07-01 with staff conditions.



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 8-5-2020

RE: Approval to Accept Assistance to Firefighters Grant (AFG)

Policy Issue: NA

Recommendation: To approve the acceptance of the Assistance to Firefighters Grant (AFG) which has been awarded to the Statesboro Fire Department.

Background: In October 2019 the Statesboro Fire Department submitted an application for the 2019 AFG. The total amount requested for this application was \$100,000 to fund the following projects.

- 1) Firefighter health screening to include advanced cancer detection.
 - \$500.00 per person.
 - \$25,000.00 project request.
- 2) Emergency Medical Technician training.
 - Goal of training each employee to National Registry- EMT standard.
 - The intent is not to provide Emergency Medical Services. A certain level of medical training is required as part of the Technical Rescue training program.
 - \$50,000.00 project request.
- 3) Rope Rescue Technician training.
 - Goal of training each employee to NPQ Rope Technician.
 - \$25,000 project request.

The Statesboro Fire Department has been award \$75,000 of the \$100,000 requested. While the full amount of funding requested was not awarded, the Statesboro Fire Department is confident that the objectives and/or projects outlined in the grant application can be accomplished with the funding awarded.



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

Budget Impact: The relevant stipulations of this accepting this grant is a 10% cost share to be paid by the City/Fire Department. For the amount awarded the City/Fire Department's financial obligation would be \$6,818.18. The amount of federal funds that would be received would total \$68,181.82. Staff is confident that the cost required by local match obligation can be absorbed by the Fire Department's annual budget which would require no additional allocation of funds.

Council Person and District: All

Attachments: Grant Award Packet which includes:

1. FEMA Grant Award Letter
2. Summary Award Memo
3. Agreement Articles
4. Obligating Document

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Stephan Hutchins
STATESBORO, CITY OF
P.O. BOX 348
STATESBORO, GA 30459



EMW-2019-FG-05308

Dear Stephan Hutchins,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2019 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$68,181.82 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$6,818.18 for a total approved budget of \$75,000.00. Please see the FY 2019 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2019 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink, which appears to read "Bridget Bean".

Bridget Bean
Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: STATESBORO, CITY OF

DUNS number: 026556241

Award number: EMW-2019-FG-05308

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for FY2019 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$1,500.00
Supplies	\$12,500.00
Contractual	\$25,000.00
Construction	\$0.00
Other	\$36,000.00
Indirect charges	\$0.00
Federal	\$68,181.82
Non-federal	\$6,818.18
Total	\$75,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2019 AFG NOFO.

Approved request details:

Wellness and fitness programs

Periodic Physical Exam/Health Screening

DESCRIPTION

Contract with a local licensed medical doctor (MD) to serve as the departments medical director. Will be responsible for overseeing and signing off on NFPA 1582 compliant exams and results. This addition will complete all 5 priority 1 activities listed under the Health and Wellness Guidelines.

QUANTITY	UNIT PRICE	TOTAL
1	\$25,000.00	\$25,000.00

BUDGET CLASS

Contractual

Training

Consumables to Support Training during Period of Performance

DESCRIPTION

Medical supplies to support the teaching and learning in classroom and scenario based situations. Trauma bags, stethoscopes, sphygmomanometers, dressings, bandages, etc.

QUANTITY	UNIT PRICE	TOTAL
100	\$100.00	\$10,000.00

BUDGET CLASS

Supplies

CPR Manikins

DESCRIPTION

CPR manikins give you the ability to realistically train and practice CPR before needing to perform it on an actual person and provide feedback to help you correct common mistakes that occur while performing CPR. This equipment will allow for the initial training and continuing education for all employees.

QUANTITY	UNIT PRICE	TOTAL
12	\$125.00	\$1,500.00

BUDGET CLASS

Equipment

Reference Texts

DESCRIPTION

AAOS published, based on the National EMS Education Standards. New cognitive and didactic material is presented, along with new skills and features, to create a robust and innovative EMT training solution. The text is accompanied by a suite of student and instructor resources, including a student workbook, interactive eBook, audiobook, test prep exercises, test items, interactive lectures, PPTs, videos, animations, and simulations.

QUANTITY	UNIT PRICE	TOTAL
20	\$125.00	\$2,500.00

BUDGET CLASS

Supplies

EMT (Advanced, Paramedic, Community Paramedic)

DESCRIPTION

Cost of Tuition, per person. Will be taught in our on-site classroom. Instructor rate per student is per hour breakdown of teaching the entire course divided by number of students.

QUANTITY	UNIT PRICE	TOTAL
36	\$1,000.00	\$36,000.00

BUDGET CLASS

Other

Equipment

Ropes, Harnesses, Carabiners, Pulleys, etc.

DESCRIPTION

A full range of rescue technician equipment, including: Life safety rope, harnesses, helmets, pulleys, carabiners, belays, ascenders, edge protection, etc. This equipment will be used to train our emergency responders and put into service on our aerial apparatus for technical rescue operations.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	100	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Cost 1 **Price** from **\$250.00** to **\$0.00**

JUSTIFICATION

This reduction is due to the score your project received at panels relative to other projects.

Agreement Articles

Program: Fiscal Year 2019 Assistance to Firefighters Grant

Recipient: STATESBORO, CITY OF

DUNS number: 026556241

Award number: EMW-2019-FG-05308

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article 2 DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. 1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS. 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance. 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance. 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
Article 4	Activities Conducted Abroad Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information (PII) Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)
Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.
Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. § 2225.)

Article 21	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov .
Article 22	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 23	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 24	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 25	Non-supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article 26	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 27	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 28	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 29	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 30	Reporting of Matters Related to Recipient Integrity and Performance If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 31	Reporting Subawards and Executive Compensation Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article 32	SAFECOM Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
Article 33	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 34	Trafficking Victims Protection Act of 2000 (TVPA) Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 35	Universal Identifier and System of Award Management (SAM) Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 36	USA Patriot Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. §§ 175–175c.
Article 37	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 38	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 39 Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article 40 Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. § 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 41 Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

Article 42 Environmental Planning and Historic Preservation

DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all Federal, state, and local requirements. Acceptance of Federal funding requires recipient to comply with all Federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize Federal funding. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Obligating document

1. Agreement No. EMW-2019-FG-05308	2. Amendment No. N/A	3. Recipient No. 586000668	4. Type of Action AWARD	5. Control No. WX02929N2020T		
6. Recipient Name and Address STATESBORO, CITY OF 50 E MAIN ST STATESBORO, GA 30458		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Stephan Hutchins		9a. Phone No. 9126012680	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 07/24/2020	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 07/31/2020 to 07/30/2021 Budget Period 07/31/2020 to 07/30/2021		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2020-F9-GB01 - P431-xxxx-4101-D	\$0.00	\$68,181.82	\$68,181.82	\$6,818.18
Totals			\$0.00	\$68,181.82	\$68,181.82	\$6,818.18
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Bridget Bean, Assistant Administrator Grant Programs Directorate	07/24/2020

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Venus Mack
John C. Riggs
Shari Barr



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

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

To: Mr. Charles Penny
City Manager

From: Steve Hotchkiss
Director of Public Utilities

Date: 8-11-2020

RE: Professional Services Contact HWY 67, Optim project

Policy Issue: Council Approval

Recommendation: Consideration of a motion to approve a Professional Services contract with Maxwell-Reddick and Associates, Inc. to provide design, bid, permitting, inspection and contract administration for Hwy 67 (Optim) water and sewer extension in the amount of \$63,500.00.

Background: The City recently approved an MOU with Optim to extend water, sewer and construct a lift station to serve their commercial development site on HWY 67. This extension will provide services to a large area and will facilitate growth for many years to come.

Maxwell-Reddick has been involved with this project for many months now and are well qualified to provide engineering services for this development. They have offered a lump sum price for engineering services that is well within the acceptable range for a project of this size.

Budget Impact: This project was approved as part of the City's 2021 Capital Improvement Program (WWD174) with a total budget of \$1,100,000.000

Council Person and District: All

Attachments: Maxwell-Reddick Proposal

Georgia Municipal Association City of Excellence

Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of **August 11, 2020** ("Effective Date") between **City of Statesboro** ("Owner") and **Maxwell-Reddick and Associates, Inc.** ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: **Optim Property GA HWY 67 – Sanitary Sewer Lift Station & Water and Sanitary Sewer Utilities Expansion** ("Project").

Engineer's services under this Agreement are generally identified as follows: **See Exhibit A**

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the 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 (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Lump Sum*

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of **\$63,500**

B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.

c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because

Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for

consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 *Attachments:*

A. Appendix 1, Engineer's Standard Hourly Rates

B. Exhibit A, Engineer's Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Statesboro

Engineer: Maxwell-Reddick & Associates, Inc.

By: _____
Print name: Steve Hotchkiss
Title: Director of Public Utilities
Date Signed: _____

By: Thomas C. O'Barr
Print name: Thomas C. O'Barr
Title: Principal
Date Signed: 08/11/2020

Address for Owner's receipt of notices:
50 E. Main Street
Statesboro, GA 30458

Address for Engineer's receipt of notices:
40 Joe Kennedy Blvd
Statesboro, GA 30458

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated **August 11, 2020**

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01 and 2.03, and are subject to annual review and adjustment.

B. Schedule of Hourly Rates:

Billing Class	Rate
Professional Civil Engineer	\$ 165/hour
Civil Engineer	\$ 125/hour
Civil Designer	\$ 110/hour
Civil Technician	\$ 100/hour
Registered Land Surveyor	\$ 120/hour
Survey Crew	\$ 150/hour
Permitting Specialist	\$ 120/hour



EXHIBIT A

August 11, 2020

Steve Hotchkiss
Director of Public Utilities
City of Statesboro
50 East Main Street
Statesboro, GA 30458

RE: Professional Services Fee Proposal for a Sanitary Sewer Lift Station and Water and Sanitary Sewer Utilities Expansion at the Optim Property Located Along GA Highway 67, in Statesboro, GA.

Dear Mr. Hotchkiss:

Maxwell-Reddick and Associates, Inc. is pleased to submit a fee proposal to perform Land Surveying and Civil Engineering Services for the above referenced site. Our proposed fees are based on the following scope of services:

1. **Easement Plats and Negotiation:** Maxwell-Reddick and Associates will work with the City to negotiate a proposed utility easement along the frontage of the Kiwanis property located along GA Highway 67.

Proposed Fee: \$6,000

2. **Lift Station Parcel and Access Easement:** Maxwell-Reddick and Associates will prepare a plat for the lift station parcel and access easement from GA Highway 67 to the lift station site.

Proposed Fee: \$4,000

3. **Utility Design:** Maxwell-Reddick and Associates, Inc. will prepare lift station, force main, sanitary sewer, and water utility design for the City of Statesboro. The scope of this task will include the following:

- Utility Plans for the water, sewer, and force main utilities
- Land Disturbance Plans
- Sanitary Sewer Lift Station Plans including electrical design and geotechnical investigation
- GDOT GUPS permit plans (GA Highway 67)
- Bulloch County utility encroachment permit plans (Burkhalter Road)
- Civil Specifications

Proposed Fee: \$38,000

4. **Permits/Approvals/Construction Notices:** Maxwell-Reddick and Associates, Inc. will assist the

client in applying for known permits and obtaining approvals normally required for projects of this type. This assistance will include completing and submitting forms to the appropriate agencies having jurisdiction. The anticipated permits/approvals/notices and the agency responsible for reviews/approvals are identified as follows:

- Land Disturbing Activity Permit (Bulloch County)
- GUPS Utility Encroachment Permit (GDOT)
- Burkhalter Road Utility Encroachment Permit (Bulloch County)
- Utility and Lift Station Plan Approval (City of Statesboro)

Proposed Fee: \$2,000

5. **Bid Administration:** Maxwell-Reddick and Associates will coordinate with the City Purchasing Officer to advertise the bid and solicit bids from qualified utility contractors. This scope will include preparing an invitation to bid, holding a mandatory pre-bid conference, holding a bid opening conference, preparing a bid abstract of the bids received, making a recommendation for award, and preparing the construction contract.

Proposed Fee: \$5,000

6. **Construction Related Services:** Maxwell-Reddick and Associates will answer RFIs from the contractor, provide site visits on an as needed basis, attend the lift station start up meeting, review the contractor's pay requests and make recommendations for payment, and prepare a final punch list for project completion.

Proposed Fee: \$8,500

The Total Fee for our Surveying and Engineering services for this project is \$63,500.

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny

From: Leah Harden, City Clerk

Date: 8/12/2020

RE: Setting of three Public Hearings for a tentative increase of 2.25 percent for the 2020 property taxes for the City of Statesboro.

Policy Issue: The levying and recommending authorities must hold three public hearings allowing the public input into the proposed increase in taxes. Two of the public hearings may coincide with other required hearings associated with the millage rate process, such as the public hearing required by O.C.G.A. § 36-81-5 when the budget is advertised, and the public hearing required by O.C.G.A. § 48-5-32 when the millage rate is finalized. One of the three public hearings must begin between 6:00 PM and 7:00 PM in the evening.

Recommendation: Consideration to set the dates for the required three (3) public hearings to solicit input regarding the millage rate of 7.308 for the 2020 property taxes. 1st Public Hearing August 27th 2020 at 9:00 am, 2nd Public Hearing August 27th 2020 at 6:00 pm, 3rd Public Hearing September 1st 2020 at 9:00 am.

Budget Impact: None

Council Person & District: All

Attachments: None