CITY OF STATESBORO, GEORGIA CITY HALL COUNCIL CHAMBERS



CITY COUNCIL MEETING & PUBLIC HEARING AGENDA

December 15, 2020 5:30 pm

- 1. Call to Order by Mayor Jonathan McCollar
- 2. Invocation and Pledge of Allegiance by Councilmember Venus Mack
- 3. Recognitions/Public Presentations
 - A) Presentation by State Senator Billy Hickman.
 - B) Recognition of Justin Williams for Performance and Leadership Regarding the 2020 Census Effort
 - C) Recognition/Presentation to:
 - a) Squashing the Spread
 - b) Feed the Boro
 - c) City of David Church
- 4. Public Comments (Agenda Item):
- 5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 12-01-2020 Council Minutes
 - b) 12-01-2020 Executive Session Minutes
- 6. Second Reading and Consideration of a Motion to Approve <u>Ordinance 2020-12</u>: An Ordinance amending the Statesboro Code of Ordinances Chapter 6 Section 6-7(n)(4) allowing alcoholic beverage package sales to commence at 11:00 am Sundays.
- Second Reading and Consideration of a Motion to Approve <u>Ordinance 2020-13</u>: An Ordinance amending the Statesboro Code of Ordinances Chapter 6 Section 6-7(v) allowing delivery and drive through sales of alcoholic beverages.
- 8. Second Reading and Consideration of a Motion to Approve <u>Ordinance 2020-14</u>: An Ordinance amending the Statesboro Code of Ordinances Chapter 2, removing Division 4 Sections 2-60 through 2-63 relating to Statesboro Works Commission.
- Second Reading and Consideration of a Motion to Approve <u>Ordinance 2020-15</u>: An Ordinance amending the Statesboro Code of Ordinances Chapter 62 Residential Subdivision Incentive Program by replacing the current code with a new Article 1 and Article 2.

- Second Reading and Consideration of a Motion to Approve <u>Ordinance 2020-16</u>: An Ordinance amending the Statesboro Code of Ordinances Chapter 18 Businesses, adding Article XI Sections 18-306 through 18-315 regarding regulation and licensing of mobile food service units operating in the City of Statesboro.
- 11. Consideration of a Motion to approve <u>Ordinance 2020-17</u>: An Ordinance by the Mayor and Council of the City of Statesboro requiring the use of masks or face coverings in public during the COVID-19 outbreak.
- 12. Public Hearing and Consideration of a Motion to Approve: <u>APPLICATION AN 20-10-05</u>: W &L Developers, LLC requests annexation by the 100% method of approximately 14.05 +/- acres of land located on S&S Railroad Bed Road into the City of Statesboro and for said property to be zoned from the R-25 (Single-Family Residential Bulloch County) to the R-10 (Single Family Residential) zoning district in order to develop a single-family subdivision (Tax Parcels# 107 000007 000 & 107 000006A000).
- 13. Public Hearing and Consideration of a Motion to Approve: <u>APPLICATION RZ 20-10-06</u>: W &L Developers, LLC requests a zoning map amendment of approximately 14.05 +/- acres of land located on S&S Railroad Bed Road to be zoned from the R-25 (Single-Family Residential Bulloch County) to the R-10 (Single Family Residential) zoning district in order to develop a single-family subdivision (Tax Parcel# 107 000007 000 & 107 000006A000).
- 14. Public Hearing and Consideration of a Motion to Approve: <u>APPLICATION SE 20-11-01</u>: East Georgia Regional Medical Center requests a special exception to allow for the placement of mobile food trucks as temporary vendors in the O (Office) zoning district on a 30.67 acre property located at 1499 Fair Road (Tax Parcel# MS74000198 001).
- 15. Consideration of a Motion to Approve <u>Resolution 2020-33</u>: A resolution authorizing the Mayor to execute a Georgia Department of Transportation (GDOT) Local Maintenance & Improvement Grant (LMIG) application for the Blue Mile Streetscape Project.
- 16. Consideration of a motion to approve <u>Resolution 2020-34</u>: A Resolution designating Urban Redevelopment Area.
- 17. Consideration of a motion to approve <u>Resolution 2020-35</u>: A Resolution approving minor amendments to the 2019-2029 Comprehensive Plan.
- 18. Consideration of a motion for award of contract to Black Creek Construction in the amount of \$62,500.00 for the design and construction of the Edgewood Park Pedestrian Bridge. The project is to be paid from 2018 TSPLOST funds.
- 19. Consideration of a motion to authorize the Mayor to execute a Memorandum of Agreement for Roadway & Pedestrian Lighting at the intersection of Veteran's Memorial Parkway (SR 67 Bypass) and Old Register Road.

- 20. Consideration of a motion to award a contract to TSW in the amount not to exceed \$100,000 to perform a Downtown Master Plan.
- 21. Consideration of a motion to approve award of contract to Golder Associates to perform a siting study in the amount of \$34,925.00 for solid waste disposal operations.
- 22. Consideration of a motion to award a contract to Yancey Brothers in the amount of \$345,548.00 per Sourcewell purchasing contract # 032119-CAT for purchase of a wheel loader for solid waste operations at the transfer station. This item will be funded from Solid Waste Disposal Fund operating revenue.
- 23. Other Business from City Council
- 24. City Managers Comments
- 25. Public Comments (General)
- 26. 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)
- 27. Consideration of a Motion to Adjourn

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

MEMORANDUM

December 4, 2020

TO: Charles Penny, City Manager; Jason Boyles, Assistant City Manager and Leah Harden, City Clerk

FR: Kathleen Field, Director of Planning and Development

RE: Council Agenda Item: Recognition of Justin Williams for Performance and Leadership Regarding the 2020 Census Effort

Now that the 2020 Census has come to an end, it is appropriate that we take some time to acknowledge the significant time and effort needed to achieve a complete and accurate count within the City of Statesboro. The task this year was not an easy one because of the several challenges that needed to be overcome including natural disasters, social unrest and a global pandemic.

The Census, which is undertaken once a decade, is an extremely important initiative since an accurate count positively impacts such categories as healthcare services, schools, senior centers, roads, public transportation and public libraries, not to mention the possible realignment of the region's Congressional representation.

It is for these reasons that we want to specifically recognize the efforts of Justin Williams who served as the City's 2020 Census Coordinator. Besides performing his regular duties as Planner within the Department of Planning and Development, he organized and coordinated such activities as: public community meetings with on-site technical assistance for form completions; advertised about the importance of the Census; coordinated informational signs throughout the City, both in English and Spanish; and served as Census liaison with the County and Region. We are most appreciative of his whole-hearted commitment to this task!

Budget Impact: N/A

Council Member District: All

Attached is a Certificate of Appreciation.



THE U.S. CENSUS BUREAU HEREBY RECOGNIZES

as an invaluable member of the 2020 Census Community Partnership and Engagement Program. We appreciate the efforts you made in making the Partnership Program a success and helping achieve a successful 2020 Census.

Hern D. Dithigher

Dr. Steven D. Dillingham, Director U.S. Census Bureau





DECEMBER 01, 2020

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

Call to Order

Mayor Jonathan McCollar called the meeting to order

Invocation and Pledge

Councilmember Paulette Chavers gave the Invocation and Pledge of Allegiance.

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	9:06 am
Paulette Chavers	Councilmember	Present	
Venus Mack	Councilmember	Present	
John Riggs	Councilmember	Absent	
Shari Barr	Councilmember	Present	

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

Public Comments (Agenda Item): None

Consideration of a Motion to approve the Consent Agenda

- A) Approval of Minutes
 - a) 11-17-2020 Work Session Minutes
 - b) 11-17-2020 Council Minutes
- B) Consideration of a Motion to approve execution of documents to amend Service Delivery Strategies (SDS) agreement to include listing CDBG as funding mechanism and include reference to the Statesboro-Bulloch County Land Bank.

Councilmember Shari Barr asked for an explanation of the amendment to the Service Delivery Strategies (SDS).

City Attorney Cain Smith stated the amendment includes adding CDBG as a funding source and the addition of the Statesboro/Bulloch Land Bank in the section on Housing and Urban redevelopment. These changes are for administrative purposes.

A motion was made to approve the consent agenda.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Venus Mack

AYES:	Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

Public Hearing and First Reading of <u>Ordinance 2020-12</u>: An ordinance amending the Statesboro Code of Ordinances Chapter 6 Section 6-7(n)(4) allowing alcoholic beverage package sales to commence at 11:00 am Sundays.

A motion was made to open the Public Hearing.

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

No one spoke for or against the request.

A motion was made to close the Public Hearing.

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

A motion was made to approve the first reading of **Ordinance 2020-12**.

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

Public Hearing and First Reading of <u>Ordinance 2020-13</u>: An Ordinance amending the Statesboro Code of Ordinances Chapter 6 Section 6-7(v) allowing delivery and drive thru sales of alcoholic beverages.

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

A motion was made to open the Public Hearing

Councilmember Phil Boyum joined the meeting.

No one spoke for or against the request.

A motion was made to close the Public Hearing.

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

A motion was made to approve First Reading of Ordinance 2020-13.

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

Public Hearing and First Reading of <u>Ordinance 2020-14</u>: An Ordinance amending the Statesboro Code of Ordinances Chapter 2, removing Division 4 Sections 2-60 through 2-63 relating to the Statesboro Works Commission.

A motion was made to open the Public Hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr

SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

No one spoke for or against the request.

A motion was made to close the Public Hearing.

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

A motion was made to approve First Reading of **Ordinance 2020-14**.

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

Public Hearing and First Reading of <u>Ordinance 2020-15</u>: An Ordinance amending the Statesboro Code of Ordinances Chapter 62 – Residential Subdivision Incentive Program by replacing the current code with new Article I and Article II.

A motion was made to open the Public Hearing.

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

Assistant City Manager Jason Boyles reviewed with Mayor and Council the return on investments for the proposed incentives in Articles I and II.

Councilmember Phil Boyum stated wording needs to be added that in order to receive these incentives gas installation in the house needs to be a requirement.

Marcus Toole with Habitat for Humanity spoke in favor of the request.

No one spoke against the request.

A motion was made to close the Public Hearing.

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

A motion was made to approve First Reading of <u>Ordinance 2020-15</u> with an amendment to add, gas line stub out is required to be installed inside the house to receive incentives, this applies to Articles I and II.

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

Public Hearing and First Reading of <u>Ordinance 2020-16</u>: An Ordinance amending the Statesboro Code of Ordinances Chapter 18 Businesses, adding Article XI Sections 18-306 through 18-315 regarding regulation and licensing of mobile food service units operating in the City of Statesboro.

A motion was made to open the Public Hearing.

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

City Attorney Cain Smith reviewed with Mayor and Council the proposed addition of Article XI to Chapter 18 of the Statesboro Code of Ordinances. This article requires the permitting and licensing of individual mobile food service units.

Hannah Womack spoke in favor of the request however, would like to see in the proposed ordinance food trucks to be 200 feet from a restaurant selling similar items and to allow food trucks to set up near a restaurant when the restaurant is closed.

No one spoke against the request.

A motion was made to close the Public Hearing.

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

A motion was made to approve First Reading of **Ordinance 2020-16**.

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

Consideration of a Motion to approve <u>Resolution 2020-32</u>: A Resolution approving the City of Statesboro's proposed FY2021 Street Resurfacing Program, and authorizing the Mayor to execute the GDOT Local Maintenance Improvement Grant (LMIG) Application. Grant matching funds will be provided from 2018 TSPLOST Funds.

A motion was made to approve **<u>Resolution 2020-32</u>**.

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

Other Business from City Council: None

City Managers Comments

City Manager Charles Penny called on Planning Director Kathy Field.

Kathy Field introduced to Mayor and Council Elizabeth Burns the City's new Planner I.

Councilmember Shari Barr asked for a recap of the COVID relief efforts.

City Manager Charles Penny stated the housing fund has expended just under \$20,000.00 since the last report. We have not received a report this week. The utilities report from last week had used roughly \$2,900.00. The business fund is awarding grants to 36 businesses for a total of \$60,000.00.

Public Comments (General):

Sam Jones signed up to speak on the improvements to Luetta Moore Park.

Sam Jones stated he is pleased with the improvements discussed at the last work session about Luetta Moore Park especially the swimming pool. He did ask that consideration be made to add tennis courts to the design.

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

At 10:05 am, a motion was made to enter into Executive Session.

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

At 10:25 am, a motion was made to exit Executive Session.

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

Mayor Jonathan McCollar called the regular meeting back to order with no action taken in Executive Session.

Consideration of a Motion to Adjourn

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

A motion was made to adjourn.

The meeting was adjourned at 10:25 am

Jonathan McCollar, Mayor

Leah Harden, City Clerk

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 Cain Smith, City Attorney

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

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

From: Cain Smith, City Attorney

Date: December 4, 2020

RE: December 15, 2020 City Council Agenda Items

Policy Issue: Second reading and consideration of proposed amendment to the Statesboro Code of Ordinances Chapter 6 Section 6-7(n)(4) allowing alcoholic beverage package sales to commence at 11:00 A.M. Sundays.

Recommendation: N/A

Background: HB 879 allows local jurisdictions to permit package sales at 11:00 A.M. on Sundays if jurisdiction previously permits on-premises sales to commence at that hour by voter resolution, which was done by Statesboro voters in November, 2018. Mayor and Council directed drafting of revision at November, 18, 2020 work session for first reading at next regular meeting, which was held and approved for second reading on December 1, 2020.

Budget Impact: None

Council Person and District: All

Attachments: Proposed redlined amended version of Section 6-7(n)(4)

Ordinance 2020-12

Section 6-7 (n) Hours of Operation

4. Only licensed premises for the package sales of beer and wine for off-premises consumption which maintain a valid Sunday sales permit may sell alcoholic beverages on Sunday from 12:30 p.m. 11:00 A.M. through 11:30 p.m.

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 Cain Smith, City Attorney

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

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

From: Cain Smith, City Attorney

Date: December 4, 2020

RE: December 15, 2020 City Council Agenda Items

Policy Issue: Second reading and consideration of proposed amendment to the Statesboro Code of Ordinances Chapter 6 Section 6-7(v) allowing delivery and drive through sales of alcoholic beverages.

Recommendation: N/A

Background: HB 879 allows local jurisdictions to permit delivery of alcoholic beverages pursuant to O.C.G.A. ₹ 3-3-10. There is no state prohibition on drive through sales of alcoholic beverages. Mayor and Council directed drafting of revision at November, 17, 2020 work session for first reading at next regular meeting, which was held and approved on December 1, 2020.

Budget Impact: None

Council Person and District: All

Attachments: Proposed redlined amended version of Section 6-7(v)

Ordinance 2020-13:

Section 6-7 (v) Sales areas, activities, drive through sales.

1. It shall be unlawful for any licensee to make delivery of any alcoholic beverages licensed to be sold except within the premises or area licensed for sale thereof. Licencees may deliver malt beverages and wine in unbroken packages lawfully sold to and purchased by an individual for personal use and not for resale to an address designated by such individual within the corporate limits of the City, subject to the terms and conditions found in O.C.G.A. ₹ 3-3-10 as amended and the rules and regulations as promulgated by the Georgia Department of Revenue relating to delivery of alcoholic beverages. Drivethrough sales are prohibited permitted. This No prohibition shall not apply to the sale of alcoholic beverages to patrons of sidewalk cafés located in Downtown Development Authority district, if such establishment is otherwise licensed to sell alcoholic beverages under the applicable laws and ordinances in the City of Statesboro.

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 Cain Smith, City Attorney

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

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

From: Cain Smith, City Attorney

Date: December 4, 2020

RE: December 15, 2020 City Council Agenda Items

Policy Issue: Second reading and consideration of proposed amendment to the Statesboro Code of Ordinances Chapter 2, removing Division 4 Sections 2-60 through 2-63 relating to Statesboro Works Commission.

Recommendation: N/A

Background: On November 17, 2020, Mayor and Council passed revision of Code of Ordinances Section 2-57 expanding the scope of authority of One Boro Commission to include the current responsibilities of the Works Commission. Mayor and Council also issued directive to disband the Works Commission by revising Code or Ordinances at same meeting. First reading to disband was held and moved forward at December 1, 2020 meeting of Mayor and Council

Budget Impact: None

Council Person and District: All

Attachments: Existing Code Sections relating to Works Commission

Ordinance 2020-14

DIVISION 4. - WORKS COMMISSION

Sec. 2-60. - Establishment; appointment; terms; compensation; removal.

There is hereby created a board to be known as the Statesboro Works Commission. The Statesboro Works Commission shall consist of ten members who shall be residents of Bulloch County. The term of office of each appointed member shall be two years, and the term shall begin on October 1st, and end at the stroke of midnight on September 30th. The initial term for initial members of the Statesboro Works Commission shall end on September 30th, 2020. The initial members of the Statesboro Works Commission have been appointed at the time this chapter takes effect and shall hold office for the balance of their terms then remaining, and their successors shall be appointed by the mayor and city council for a term of two years. Vacancies on the Statesboro Works Commission occurring other than by expiration of term shall be filled by an interim appointment for the unexpired term by the mayor and city council. The mayor and city council shall have the authority to remove any member of the Statesboro Works Commission by a majority vote for cause, on written charges, after a public hearing. The mayor and city council in consultation with the Statesboro Works Commission may appoint nonvoting ex officio members to said commission to provide administrative support and/or subject matter expertise. All members shall serve without compensation.

(Ord. No. 2018-11, § 1, 10-16-18)

Sec. 2-61. - Chair; rules of procedure and bylaws; meetings; records.

(a)The Statesboro Works Commission shall elect a chair from among its members who shall serve for a term of one year and who shall be eligible for re-election as chair.(b)The Statesboro Works Commission shall make its own bylaws and rules of procedure and shall determine its time and place of meetings.(c)The transactions of the Statesboro Works Commission are governed by the Georgia Open Meetings Act O.C.G.A. §§ 50-14-1 et seq., and it shall be the joint and several responsibility of the members to comply with the Georgia Open Meetings Act.

(Ord. No. 2018-11, § 1, 10-16-18)

Sec. 2-62. - Scope of authority.

The Statesboro Works Commission shall have the authority to prepare studies and reports strategies, education efforts and programs for the purpose of informing the governing body on policy matters related to promoting an inclusive workforce where job seekers are able to maximize their career potential by developing skills and educational credentials to earn a living wage and businesses with the talent they need to prosper.

(Ord. No. 2018-11, § 1, 10-16-18)

Sec. 2-63. - Finances.

The works commission, in the performance of its duties, may, with the approval of the mayor and council, cooperate with and accept funds from federal, state or local public or semipublic agencies or private individuals or corporations, and may expend such funds for the purposes of the commission with the approval of the mayor and council. Any grants received will be done so pursuant to Resolution 2012-19 or any other subsequently adopted grant policy of the city. All purchases shall be made in compliance with the city's purchasing policy as set out in chapter 5 of the Statesboro Code of Ordinances.

(Ord. No. 2019-02, 5-21-19)

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 Cain Smith, City Attorney

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

To: Charles Penny, City Manager Jason Boyles, Assistant City Manager Leah Harden, City Clerk

From: Kathleen Field, Director of Planning and Development

Date: December 3, 2020

RE: December 15, 2020 Council Agenda Items

Policy Issue: *Second* reading of proposed amendment to the Statesboro Code of Ordinances Chapter 62 – Residential Subdivision Incentive Program. This amendment would replace the current ordinance in its entirety with a new Article 1 and Article 2 with the following revisions included:

Article 1. Amend Sec. 62-2 "General Qualifying Program Criteria" by adding: 62-2-J-7 – Natural gas plumbing must be installed within the home to accommodate service provisions, as a minimum, for cooking stove, water heater(s), and fireplace(s); and,

Article 2. Amend Sec. 62-11 "General Qualifying Program Criteria" by adding: 62-11-J-6 – Natural gas plumbing must be installed within the home to accommodate service provisions, as a minimum, for the cooking stove, water heater(s), and fireplace(s).

Recommendation: Approval

Background: Mayor and Council voted to direct drafting of ordinance revision for First Reading at the November 18, 2020 work session. This revision is necessary to update the current ordinance, provide more transparency through use of a pre-defined scorecard, and creates a specific incentive program for the Georgia Initiative for Community Housing (GICH) neighborhoods.

Budget Impact: TSPLOST and Enterprise Funds

Council Person and District: All

Attachments: Existing Ordinance and Proposed Chapter 62- Article 1, and 2 as revised.

Ordinance 2020-15:

Chapter 62 - RESIDENTIAL SUBDIVISION INCENTIVE PROGRAM

Article 1. - General

Sec. 62-1. - Purpose

In order to encourage the development of owner-occupied, single-family residential subdivisions inside the corporate limits, the city may provide incentives to developers for property meeting the following criteria, subject to the availability of funding and the competitiveness of application score.

Sec. 62-2. General Qualifying Program Criteria

(A) The property must either be within the city limits, or pre-annexed into the city prior to any sketch plan or preliminary platting so that the property is fully developed under the city's subdivision ordinance, zoning ordinance, and other land use regulatory ordinances. Property outside the city must meet the requirements for annexation under Georgia statutes, so that the property is clearly within the city limits before any incentives can be contracted for or received.

(B) The property must be reasonably close to existing water and sewer lines such that the city can economically extend the main lines to the subdivision. Such determination shall be made at the discretion of the City of Statesboro.

(C) The developer must enter into a written development agreement with the City, in a form acceptable to the city attorney, delineating the developer's and City's respective responsibilities for the various components of development. This agreement must be approved by the City Council before commencement of development.

(E) The subdivision must be developed in reasonably-sized phases so as not to place a financial strain on either the developer or the city.

(F). Consideration will be given to the City's relative cost per lot to fund the incentive program, including the cost to extend the major water and sewer lines to the property, minus any capital cost recovery fees or similar reimbursement programs designed to offset some of these costs to the city.

(G) As part of this evaluation, the city reserves the right not to incentivize any portion of a residential subdivision that is considerably more expensive to provide infrastructure to than the remainder of the subdivision, due to geographic or other conditions.

(H) Property must be zoned R-20, R-15, or PUD (but only for single-family residential development) to qualify.

(I) Develop the subdivision using underground electric, underground telephone/internet/cable television fiber optic utilities, natural gas utilities at each home, curb and gutter, sidewalk on at least one side of each street, and decorative street lights and poles.

(J) A homeowner's association with subdivision covenants, acceptable to the City, must be recorded (prior to building permit issuance). It is the intent that said association will provide

oversight of development standards and maintenance of common areas. Covenants must require:

- 1. Brick or masonry veneer;
- 2. Minimum two car garage;
- 3. Landscaping including trees on home sites;
- 4. Architectural shingles or standing seam metal roofs;;
- 5. Concrete driveways;

6. The prohibition of all unit rentals for a minimum of one year and thereafter, any rentals will be for a minimum of one year. This one-year period will commence upon the City's acceptance of the roads; and

7. Natural gas plumbing must be installed within the home to accommodate service provisions to, as a minimum, the cooking stove, water heater(s), and fireplace(s).

Sec. 62-3. Specific Criteria

In addition to meeting the General Qualifying Program Criteria listed above in Sec.62.2, an applicant may enhance the application's scoring competitiveness by including any of the Specific Criteria as listed below. The City's Development Review Team, comprised of the Assistant City Manager, Director of Public Works & Engineering, Planning and Development Director and the Public Utilities Director will evaluate the scores for all submissions as per the criteria listed in this section.

(A) In the R-20, and R-15 Zoning Districts, and provisionally, the PUD Zoning District, applicant should provide evidence that the proposal will:

1. Have proximity to schools, public parks and/or other like public facilities.

(up to) _____**15**____pts

2. Provide architectural design and high-end amenities that surpass minimum standards so that the aesthetic design and building materials exceed the housing product currently prevalent within the City and surrounding county. Samples of building facades must be provided with this application. (No housing unit clad in either vinyl or aluminum siding will be considered, vinyl or aluminum trim is acceptable). Additionally, delineate the relative quality of the proposed housing expressed as follows:

- a. The minimum square footage of heated space;
- b. The minimum dimensions of the garage space;

c. The number and quality of additional home amenities to be provided in order to improve the subdivision's value and marketability, including the submission of a professionally designed landscape plan.

(up to) _____**25**____pts

3. Contribute to the desirability of the proposed location, considering surrounding developments and zoning of undeveloped property.

(up to) ____5___pts

4. Convert parcels with existing R-4 zoning into the R-20 or R-15 single family zoning districts;

(up to) _____**15**____pts

5. Utilize property zoned (or intended to re-zone) to the PUD zoning district, but only if used exclusively for single-family residential developments at a density per acre not exceeding the respective R-20 or R-15 zoning designation. The intent of this provision is to allow developers flexibility in developing cluster housing on smaller lots (also referred to as a conservation subdivision) with a corresponding increase in open space in common ownership maintained by a homeowners' association. Developers will need to provide a "yield plan" showing a comparable amount of density to the respective zoning district.

(up to) _____**5**___pts

6. Provide an additional percentage of useable open space and recreation facilities for the use of residents within the proposed subdivision. Open space and recreation facilities can include clear greenspace (i.e., passive parks), trails, playgrounds, pool, tennis courts, basketball courts, group shelter, grill/picnic areas, etc.

(up to) _____ **25**____pts

7. Provide a tree-save plan for the entire site that eliminates wholesale clear-cutting while selectively allowing for construction areas on a lot by lot basis. The intent is to incur a minimum amount of tree removal.

(up to) _____pts

TOTAL: 100 pts

Sec. 62-4. Application Procedure

(A) Any property owner wishing to participate in this Program shall file with the city the following submission documentation:

1. A letter requesting program participation;

2. A timeline delineating when the development will begin and estimated time of completion;

3. A proposed subdivision concept plan showing the lots and road configuration; and, if applicable, a yield plan for utilizing the PUD zoning district;

4. Adequate illustrative plans and concepts that clearly delineate and demonstrate the intent of the developer to meet the "General Qualifying Program Criteria" as per Section 62.2 and the "Specific Criteria" as per Section 62.3; and,

(B) Deadline for Applications:

For fiscal year 2021 requests, the deadline shall be March 1, 2021. For fiscal year 2022 and later, the deadline to receive requests shall be September 1, provided funding has been appropriated for subdivision incentives. Those best meeting the intent of this Program and scoring the highest amount of points as per Section 62.3 will be considered the first application with which the City will enter into negotiations. Failure to consummate an agreement will allow the city to negotiate with the next highest scorer. The City reserves the right to fund requests all or in part.

Sec. 62-5. Incentives to be Provided by the City

The city will provide the incentives listed below for the portions of single-family residential subdivisions that are economically feasible on a per lot basis and that have been selected by the city council for participation in the residential single-family subdivision incentive program:

(A) The City will pay developer \$10,000.00 per lot (within approved budget);

(B) Plus, the City will install all natural gas utilities in the subdivision at no cost to the developer. This is a value of approximately \$4,000 per lot;

In acceptance for receipt of incentives, developer agrees to utilize services of professional engineering and planning (if applicable) firms in good standing with and approved by the City. **(Sec. 62-6. through 62-9. Reserved.)**

Chapter 62 - RESIDENTIAL SUBDIVISION INCENTIVE PROGRAM

Article 2. – Georgia Initiative for Community Housing

Sec. 62-10. - Purpose

In order to encourage the development of owner-occupied, single-family residential subdivisions inside the corporate limits and within the Georgia Initiative for Community Housing (GICH) defined neighborhoods, the city may provide incentives to developers for property meeting the following criteria, subject to the availability of funding and the competitiveness of application score.

Sec. 62-11. General Qualifying Program Criteria

(A) The property must either be within the city limits, or pre-annexed into the city prior to any sketch plan or preliminary platting so that the property is fully developed under the city's subdivision ordinance, zoning ordinance, and other land use regulatory ordinances. Property outside the city must meet the requirements for annexation under Georgia statutes, so that the property is clearly within the city limits before any incentives can be contracted for or received.

(B) The property must be located within a defined GICH neighborhood.

(C) The property must be reasonably close to existing water and sewer lines such that the city can economically extend the main lines to the subdivision. Such determination shall be made at the discretion of the City of Statesboro.

(D) The developer must enter into a written development agreement with the city, in a form acceptable to the city attorney, delineating the developer's and city's respective responsibilities for the various components of development. This agreement must be approved by the City Council before commencement of development.

(E) The subdivision must be developed in reasonably-sized phases so as not to place a financial strain on either the developer or the city.

(F) Consideration will be given to the city's relative cost per lot to fund the incentive program, including the cost to extend the major water and sewer lines to the property, minus any capital cost recovery fees or similar reimbursement programs designed to offset some of these costs to the city.

(G) As part of this evaluation, the city reserves the right not to incentivize any portion of a residential subdivision that is considerably more expensive to provide infrastructure to than the remainder of the subdivision, due to geographic or other conditions.

(H) Property must be zoned R-8 or proposed to be rezoned to R-8 to qualify. Additionally, 100% of the total number of housing units must be provided to residents making 80% to 120% of HUD's most up to date Median Family Income (MFI) calculation (Note: for 2020 HUD's MFI calculation is \$54,900 for a family of four).

(I) Develop the subdivision using underground electric, underground telephone/internet/cable television fiber optic utilities, natural gas utilities at each home, curb and gutter, sidewalk on at least one side of each street, and decorative street lights and poles.

(J) A homeowner's association with subdivision covenants, acceptable to the City, must be recorded (prior to building permit issuance). It is the intent that said association will provide oversight of development standards and maintenance of common areas. Covenants must require:

1. Façade should include a combination of materials: minimum of 25% of brick or stone; remainder (up to 75%) must be of cementitious materials – no vinyl siding.

- 2. Landscaping including trees on home sites;
- 3. Architectural shingles or standing seam metal roofs;
- 4. Concrete driveways;

5. The prohibition of all unit rentals for a minimum of one year and thereafter, any rentals will be for a minimum of one year. This one-year period will start upon the City's acceptance of the roads. Incomes for these rental units shall retain the 80% to 120% income requirements as referenced in Sec. 62-11(H); and,

6. Natural gas plumbing must be installed within the home to accommodate service provisions to, as a minimum, the cooking stove, water heater(s), and fireplace(s).

(K) Any developer displacing residents of occupied structures as part of their development plan, must submit a relocation plan acceptable to the city.

Sec. 62-12. Specific Criteria

In addition to meeting the General Qualifying Program Criteria listed above in Sec.62.11, an applicant may enhance the application's scoring competitiveness by including any of the Specific Criteria as listed below. The City's Development Review Team, comprised of the Assistant City Manager, Director of Public Works & Engineering, Planning and Development Director and the Public Utilities Director will evaluate the scores for all submissions as per the criteria listed in this section.

(A) The applicant should provide evidence that the proposal will:

1. Have proximity to schools, public parks and/or other like public facilities.

(up to) _____**15**___pts

2. Architectural design and samples of building facades must be provided with this application. (No housing unit clad in either vinyl or aluminum siding will be considered, vinyl or aluminum trim is acceptable). Additionally, delineate the relative quality of the proposed housing expressed as follows:

- a. The minimum square footage of heated space;
- b. The minimum dimensions of the garage space;

c. The number and quality of additional home amenities to be provided in order to improve the subdivision's value and marketability.

(up to) _____**25**___pts

3. Contributes to the desirability of the proposed location, considering surrounding developments and zoning of undeveloped property.

(up to) _____15____pts

4. Convert parcels with existing R-4 zoning into the R-8 single family zoning district.

(up to) _____pts

5. Provide an additional percentage of useable open space and recreation facilities for the use of residents within the proposed subdivision. Open space and recreation facilities can include clear greenspace (ie, passive parks), trails, playgrounds, pool, tennis courts, basketball courts, group shelter, grill/picnic areas, etc.

(up to) _____ **25**____pts

6. Removal of dilapidated/blighted structure(s) as a component of the development plan for the subdivision.

(up to) _____ 2**0**____pts

TOTAL POINTS: 120

Sec. 62-13. Application Procedure

(A) Any property owner wishing to participate in this Program shall file with the City the following submission documentation:

1. A letter requesting program participation;

2. A timeline delineating when the development will begin and estimated time of completion;

3. A proposed subdivision concept plan showing the lots and road configuration; and

4. Adequate illustrative plans and concepts that clearly delineate and demonstrate the intent of the developer to meet the General Qualifying Program Criteria as per Section 62.11 and the "Specific Criteria" as per Section 62.12; and,

(B) Deadline for Applications:

For fiscal year 2021 requests, the deadline shall be March 1, 2021. For fiscal year 2022 and later, the deadline to receive requests shall be September 1, provided funding has been appropriated for subdivision incentives. Those best meeting the intent of this Program and scoring the highest amount of points as per Section 62.12 will be considered the first application with which the City will enter into negotiations. Failure to consummate an

agreement will allow the city to negotiate with the next highest scorer. The City reserves the right to fund requests all or in part.

Sec. 62-14. Incentives to be Provided by the City

The city will provide the incentives listed below for the portions of single-family residential subdivisions that are economically feasible on a per lot basis and that have been selected by the City Council for participation in the residential single-family subdivision incentive program:

(A) The city will pay developer \$10,000.00 per lot (within approved budget);

(B) Plus, the city will install all natural gas utilities in the subdivision at no cost to the developer. This is a value of approximately \$4,000 per lot;

(C) Plus, all application, permit, and sewer tap fees for subdivisions approved by the City Council under this Program will be waived, excluding those fees made payable to the State; and,

(D) Plus, the city will waive construction inspection fees for subdivisions approved by the City Council under this Program.

In acceptance for receipt of incentives, developer agrees to utilize services of professional engineering and planning (if applicable) firms in good standing with and approved by the city.

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 Cain Smith, City Attorney

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

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

From: Cain Smith, City Attorney

Date: December 4, 2020

RE: December 15, 2020 City Council Agenda Items

Policy Issue: Second reading and consideration of proposed amendment to the Statesboro Code of Ordinances Chapter 18, Article XI establishing licensing and operational requirements for mobile food service units.

Recommendation: N/A

Background: Mayor and Council directed drafting of proposed addition to Code of Ordinances at November, 17, 2020 work session for first reading at next regular meeting which was held and approved on December 1, 2020.

Budget Impact: Unknown

Council Person and District: All

Attachments: Proposed version of Chapter 18, Article XI

Ordinance 2020-16:

Chapter 18

ARTICLE XI. - MOBILE FOOD SERVICE

Sec. 18-306. - Purpose and intent.

It is the purpose of this article to protect the public health, safety and general welfare of individuals and the community at large; to establish uniform regulations for the operation of mobile food service units; and to enhance street-level economic opportunities within the city.

Sec. 18-307. - Scope.

This article shall apply to the operation of all mobile food service units within the corporate limits of the city.

Sec. 18-308. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Base of operation* means a food service establishment, or any other permitted location in which food, containers or supplies are kept, handled, prepared, packaged, stored, or placed in containers for subsequent transport, sale or service elsewhere.

(b)*Fixed food service establishment* means a non-mobile public or private establishment which prepares and serves meals, lunches, short orders, sandwiches, frozen desserts, or other edible products directly to the consumer either for carry out or service within the establishment. The term includes restaurants, coffee shops, cafeterias, short order cafes, luncheonettes, taverns, lunchrooms, places which retail sandwiches or salads, soda fountains, and similar facilities by whatever name called. This term shall not apply to establishments offering food service incidental to their operations.

(c)*Food truck* encompasses all mobile food service units with the exception of pushcarts. Food trucks shall be no larger than 30×8 feet.

(d)*Mobile food service unit* means a trailer, pushcart, vehicle vendor or any other similar conveyance operating as an extension of and under the managerial authority of the permit holder of its permitted base of operation. The mobile food service unit and its permitted base of operation together make a mobile food service establishment.

(e)*Pushcart* means a human propelled, self-contained, enclosed food service cart that operates at predetermined locations as approved by the health authority and the City of Statesboro. Pushcarts shall be no larger than 5×10 feet.

Sec. 18-309. - Approvals and licensing.

(a)In general. No person shall operate a mobile food service unit within the corporate limits of the city without first obtaining the proper licenses and/or permits from the state, county, and City of Statesboro, specifically a certificate of occupancy from the City. Mobile food service unit operators shall at all times comply with the provisions of this article and all other applicable local, state and federal laws,

regulations or rules. All approvals will be issued annually based on the calendar year. No approval issued under this article may be prorated, transferred, or assigned or used by any person other than the one to whom it is issued, or at any location other than the one for which it is issued.

(b)Specific requirements. Any person intending to operate a mobile food service unit within the corporate limits of the City of Statesboro shall obtain, prior to commencing operation:

(1)All permits as may be required to operate a mobile food service unit by the state, including the department of public health, and Bulloch County, including the health department;

(2) A City of Statesboro mobile food service unit location approval; and

(3) A City of Statesboro occupational tax certificate.

(c)Mobile food service unit location approval application—Contents. Applicants seeking mobile food service unit location approval shall submit, on an annual basis, an application for such approval to the city manager, or his/her designee. The application shall be furnished under oath on a form specified by the city manager, accompanied by a non-refundable application fee as set forth in the city's annual revenue ordinance. Such application shall include:

(1)The name, address, telephone number, and email address of the mobile food service unit's owner(s) of record. An approval shall be required for each mobile food service unit, notwithstanding unity of ownership or operation. Where an owner(s) is a non-natural person whether or not formally organized, the application shall identify all partners, officers, directors and/or natural person with a financial interest in any such entity, including personal contact information for each;

(2)Information identifying the mobile service unit including, its make, model and license plate number, together with a photograph of the mobile food service unit;

(3)The corporate and, where applicable, trade name of the base of operations associated with the mobile food service unit, together with a copy of the base of operation's City of Statesboro occupational tax certificate. Where the base of operation is located outside the city limits, the applicant shall provide evidence of licensing in the base of operation's home jurisdiction;

(4)A copy of the approved permit and inspection certificate for the base of operation issued by the Bulloch County Public Health Department or Georgia Department of Agriculture;

(5)A listing of operating locations, schedule for operation, and hours of operation for each site on which the mobile food service unit intends to conduct business;

(6)A fully executed copy of the lease agreement for each operating location;

(7)A scaled drawing for each location illustrating the location of the mobile food service unit;

(8)Temporary seating may be provided if the mobile food service unit is at least 400 feet from a brick and mortar restaurant. A scaled drawing, indicating where the seating will be located and number of seats must be furnished;

(9)Any other information that the city manager may, from time-to-time, deem material to the approval of mobile food service units within the city limits; and

(10)Application for location approval and renewal shall be accompanied by such fee as established by the annual revenue ordinance.

(11) Operating locations shall not be denied based on zoning district, with operating locations allowed in all zoning districts.

Sec. 18-310. - Grant or denial of application.

Review and consideration of an application by city manager, or his/her designee shall be conducted in accordance with principles of due process. Applications may be denied where an applicant fails to demonstrate that he or she meets the conditions and requirements of this article, or where an applicant fails to comply with applicable local, state or federal law. Any false statements, material omissions or substantially misleading information provided in an application or furnished by an applicant in connection with an application shall constitute grounds for any one or combination of the following sanctions: denial; refusal to renew; revocation; suspension; and imposition of penalties.

Sec. 18-311. - Operational requirements and provisions.

(a)Food trucks. The following operational requirements and conditions apply to food trucks:

(1)Food trucks shall not conduct business within the public right-of-way, with the exception of special events recognized by the City of Statesboro for which the food truck has received pre-approval from the city manager.

(2)Food trucks shall not operate on private property without the written consent of the property owner.

(3)No operator or employee of a food truck may, at any time, utilize amplified sound devices.

(4)Food trucks shall comply with the city's grease interceptor standards, as set forth in the sewage collection and disposal ordinance, particularly Sec 82-160 et seq, as amended.

(5)The Georgia Department of Public Health mobile food service unit permit, together with all applicable health certificates, including food inspection reports, pertaining to the unit, shall be firmly attached in a prominent location, which shall be plainly visible to the public at all times the food truck is conducting business.

(6) Any driver of a food truck must possess a valid driver's license.

(7)When conducting business, food trucks shall provide no less than nine feet of unobstructed horizontal pedestrian clearance on private property, as measured from the main service window.

(8)Food trucks may not be left unattended or otherwise stored on sites at which they offer the sale of food and beverage to the public. All mobile food service units must return to their base of operations when not in use.

(9)Food trucks shall comply with all applicable local, state and federal health and safety laws, regulations and rules.

(10)Food trucks may place one temporary sandwich board for advertisement purposes no more than four feet from the main service window and must comply with the temporary use of public right-of-way menu board regulations.

(11)Food trucks may not conduct business within 200 feet as measured from the main entrance of the brick and mortar restaurant to the service window of the food truck. This prohibition shall not apply if the brick and mortar restaurant within said radius is owned by the mobile food service unit operator or if mobile unit operator has written consent to operate at requested location by all brick and mortar restaurants within the prohibited radius.

(12)Food trucks may not conduct business in a location that might block or impede either pedestrian or vehicular traffic.

(13)Food trucks may not conduct business with any person while such person is situated in a motor vehicle.

(14)Toilet facilities—See Georgia Department of Public Health Rule 511-6-1-.06(2)(h).

(b)Push carts. The following operational requirements and conditions apply to push carts:

(1)No operator or employee of a push cart may, at any time, utilize amplified sound devices.

(2)The Georgia Department of Public Health mobile food service unit permit, together with all applicable health certificates, including food inspection reports, pertaining to the unit, shall be firmly attached in a prominent location, which shall be plainly visible to the public at all times the push cart is conducting business.

(3)When conducting business, push carts shall provide no less than six feet of unobstructed horizontal pedestrian clearance on private property, as measured from the main service window.

(4)Push carts shall comply with all applicable local, state and federal health and safety laws, regulations and rules.

(5)Push carts may not display signage not affixed to the vehicle.

(6)Push carts may not conduct business in a location that might block or impede either pedestrian or vehicular traffic.

(7)Push carts may not conduct business with any person while such person is situated in a motor vehicle.

(8)Push carts may not furnish temporary seating.

(9)Vendors operating from registered push carts are permitted to sell food and cut flowers only. Push carts may operate in certain areas of the city. The revenue department, with assistance from the public works department, is authorized to assign spaces to push cart operators and to enforce such assignments. The revenue department, assisted by the public works department, is authorized to determine appropriate placement of push carts within the City, and may require inappropriately placed push carts to be moved.

(10)Push carts must receive written approval from public works department authorizing a specific location prior to the issuance of an occupational tax certificate.

Sec. 18-312. - Litter.

(a)Each mobile food service unit shall provide a suitably-sized receptacle for litter, which shall be located within ten feet of the service window of the unit. It shall be maintained and regularly emptied. All waste generated by the mobile food service unit's operation, including that associated with its customers and staff, must be disposed of at the base of operation.

(b)The area within which a mobile food service unit operates shall, at all times, be kept clean and free from litter, garbage, rubble and debris. For purposes of this section, a mobile food service unit shall be responsible for maintaining in a safe and hygienic manner, the premises on which it is situated.

Sec. 18-313. - Fire safety.

The mobile food service shall comply with all state, federal, and local health and safety regulations and requirements. NFPA 1, 10, 58, 96, and Annex B of NFPA 96 shall be used by the Fire Prevention Division to ensure regulatory compliance, along with any unlisted but referenced codes. References to "NFPA" shall mean the "National Fire Protection Association". Book number and section references are provided for ease of the public.

To minimize the threat to public safety posed by fire, the following apply:

a. Obtain a certificate of occupancy from the City of Statesboro prior to service.

b. There shall be no public seating within the food truck or food trailer.

c. A food truck or food trailer in use shall be located at least 10 feet away from buildings, structures, vehicles, and any combustible materials. [96:B.13.1; B.13.2]

d. A food truck or food trailer in use shall ensure that fire department vehicular access is provided for fire lanes and access roads. [1:18.2.4]

e. A food truck or food trailer in use shall provide clearance for the fire department to access nearby fire hydrants and access fire department connections. [1:13.1.3; 1:13.1.4; 1:13.1.5]

f. A food truck or trailer in use that utilizes combustible media for cooking shall provide an approved fire extinguishing system. [96:10.1.2]

g. A food truck or food trailer in use shall install portable fire extinguishers in kitchen cooking areas in accordance with NFPA 10. [96:10.9.3]

h. A cooking appliance in a food truck or food trailer that produces grease-laden vapors shall be protected by listed fire-extinguishing equipment. [96:14.7.1]

i. A food truck or food trailer in use shall ensure that all workers present are trained in the proper use of fire extinguishers and extinguishing systems. (96:B.15.1; 10.1.2].

j. All employees of a food truck or food trailer in use shall know the proper method for shutting off fuel sources ([96:10.4.1]; the proper 3 procedure for notifying the local fire department [1:10.14.9 for carnivals only]; and the proper procedure for how to perform simple leak test on gas connections [58:6.16, 58:6.17]

k. A food truck or food trailer in use shall install and provide wheel chocks to prevent mobile and temporary cooking units from moving. [96: B.21.5]

I. A food truck or food trailer operator shall keep and maintain all record-keeping documents in one location on the mobile cooking operation and shall make such records available to the fire department of the City of Statesboro upon request

m. The operator shall ensure that all gas supply piping valves and gas container valves are fully closed when the equipment is not in use. [58:6.26.8.3]

n. The operator shall ensure that all cooking equipment, including the cooking ventilation system, is regularly cleaned and grease removed. [96:11.4]

o. Prior to commencing cooking, the operator shall verify that fuel tanks are filled to the capacity needed for uninterrupted operation during normal operating hours. [1:10.14.10.1]

p. Refueling shall only be permitted during non-operating hours. [96:B.18.3]

q. An operator shall ensure that all electrical appliances, fixtures, equipment, and wiring comply with the NFPA 70[®]. [96:B.18].

r. The operator shall ensure that the main shutoff valve on all gas containers is readily accessible at all times. [58:6.26.4.1(3)]

s. The operator shall ensure that portable gas containers are in the upright position and secured to prevent tipping over. [58:6.26.3.4]

t. The operator shall perform leak testing on all new gas connections of the gas system. [58:6.16; 58:6.17]

u. The operator shall perform leak testing on all gas connections affected by replacement of an exchangeable container. [58:6.16; 58:6.17]

v. The operator shall ensure that on gas system piping, a flexible connector is installed between the regulator outlet and the fixed piping system. [58:6.26.5.1(B)]

All mobile food service unit fire suppression systems shall be inspected and maintained in accordance with the applicable provisions of the National Fire Protection Association. The system shall be tagged in accordance with the rules and regulations of the Georgia Safety Fire Commissioner.

In addition to the other requirements of this Ordinance, a food truck or trailer owner or operator of a food truck or trailer in use in the City of Statesboro which utilizes solid fuel (wood, charcoal, or other fuel) for cooking shall adhere to the following additional regulations prior to placing such unit in use in the township:

a. Such fuel shall not be stored above any heat-producing appliance or vent. [96:14.9.2.2]

b. Such fuel shall not be stored closer than 3 feet to any cooking appliance. [96:14.9.2.2]

c. Such fuel is not stored near any combustible flammable liquids, ignition sources, chemicals, and food supplies and packaged goods. [96:14.9.2.7]

d. Such fuel is not stored in the path of the ash removal or near removed ashes. [96:14.9.2.4]
e. Ash, cinders, and other fire debris shall be removed from the firebox at regular intervals and at least once a day. [96:14.9.3.6.1; 96:14.9.3.6.2]

f. Removed ashes, cinders, and other removed fire debris must be placed in a closed, metal container located at least 3 feet from any cooking appliance. [96:14.9.3.8]

(a)Combustible gas detector. Prior to the operation of any combustible gas-fueled appliances, all visible connections shall be inspected for leakage utilizing a combustible gas detector. Detected leaks shall be repaired before any gas-fueled appliance is operated.

(b)Propane cylinders. Propane and natural gas tanks shall be shut off while the mobile food vehicle is in motion, unless the tank is equipped with an impact detection shut off device approved by the U.S. DOT. Propane and natural gas tanks must always be shut off while the vehicle is unattended and/or in overnight storage. Mounted tanks must be secure (NFPA 58—5.2.4) and conform with NFPA standards relating to the safe mounting of tanks as described in NFPA 58—6.23.3.3. and be capable of withstanding impact requirements as required by the NFPA (NFPA 58 6.23.3.4.)

(c)Portable fire extinguishers. All mobile food service units shall be equipped with a readily accessible multipurpose dry chemical portable fire extinguisher with a minimum rating of 2A 10BC. All mobile food service units utilizing fats or cooking oils, including those that produce grease, grease laden vapors or oily byproducts, shall, in addition to the ABC fire extinguisher, be equipped with a readily accessible Class K portable fire extinguisher. All required fire extinguishers shall be maintained in compliance with National Fire Protection Association 10, as amended.

(d)Operations prior to set up. Propane and natural gas tanks shall be shut off while the mobile food vehicle is in motion, unless the tank is equipped with an impact detection shut off device approved by the U.S. DOT. Mobile food service units are prohibited from igniting, starting or operating any cooking appliances requiring heat, electricity or combustible gases while traveling upon any street, road or highway. Food warming or hot holding appliances are exempt from this requirement.

(e)Smoke free air. Mobile food service units shall comply with the Statesboro Smoke Free Air Ordinance, as amended.

(f)Exhaust creating nuisance. Emission of exhaust gases or smoke shall not be handled in such a manner as to constitute a nuisance.

(g)Hood cleaning and maintenance. Mobile food service units shall be maintained and regularly cleaned to minimize the buildup of grease and other combustible residues. This includes all interior and exterior surfaces upon which grease can or may accumulate including, but not limited to, hold filter surfaces, plenums, ducts, exhaust fans, and exterior cowling.

(h)Fire suppression system inspections. All mobile food service unit fire suppression systems shall be inspected and maintained in accordance with the applicable provisions of the National Fire Protection Association. The system shall be tagged in accordance with the rules and regulations of the Georgia Safety Fire Commissioner.

Sec. 18-314. - Special events.

The city manager may permit licensed mobile food service units to operate within the public right of way at special events pursuant to the City of Statesboro's special events policy and procedures. Special event permits are of a limited duration and not subject to the prohibitions set forth in subsections (a)(7), (12) and (b)(4) of section 18-311.

Sec. 18-315. - Enforcement and sanctions.

(a)To ensure the continued application of the intent and purpose of this article, the city manager shall notify the owner(s) and operator(s) and, where applicable, the Bulloch County Health Department, of all instances in which a citation is issued to a mobile food service unit.

(b)The city manager shall maintain a record of all code violation charges, founded accusations and convictions concerning mobile food service units. When a mobile food service unit owner or operator accumulates three code violations for a particular mobile service unit within a period of 12 consecutive months, the city shall revoke the mobile food service unit's location approvals and reject all applications for mobile food service unit location approvals by the concerned owner(s) and operator(s) for a period of 12 consecutive months following the date of revocation.

(c)If a mobile food service unit owner or operator has been cited for and found to be in violation of any zoning, health or life safety code provision, the owner or operator must demonstrate compliance with the applicable code prior to being eligible to continue operations under the current approval.

(d)Violations of this article are subject to the following sanctions, which may not be waived or reduced and which may be combined with any other legal remedy available to the city:

(1)First violation: \$250.00.

(2)Second violation within the 12 months following the first violation: \$350.00.

(3)Third violation within the 12 months following the first violation: \$500.00 and revocation of the mobile food service unit location approvals. Mobile food service unit location approvals will be revoked for six months from the date of the third violation.

(e)Nothing in this section shall limit the city from enforcement of its code, state or federal law by any other legal remedy available to the city. Nothing in this section shall be construed to limit or supplant the power of any city inspector, deputy marshal or other duly empowered officer under the city's ordinances, rules and regulations or the authority granted under state law, as amended, to take necessary action, consistent with the law, to protect the public from operation of a mobile food service unit as a nuisance, including abatement thereof by lawful means.

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



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

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

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

From: Cain Smith, City Attorney

Date: December 9, 2020

RE: December 15, 2020 City Council Agenda Items

Policy Issue: Consideration of renewing and extending enforcement of local face covering mandates for so long as such mandates are allowed under Governor Executive Orders or until future action by Mayor and Council

Recommendation: Approve

Background: Mayor and Council approved adoption of local face covering mandate on August 18, 2020, for a period not to exceed ninety (90) days.

Budget Impact: None

Council Person and District: All

Attachments: Proposed order

ORDINANCE 2020-17

AN ORDINANCE BY THE MAYOR AND COUNCIL OF THE CITY OF STATESBORO REQUIRING THE USE OF MASKS OR FACE COVERINGS IN PUBLIC DURING THE COVID-19 OUTBREAK

WHEREAS, the World Health Organization declared COVID-19 a worldwide pandemic as of March 11, 2020;

WHEREAS, on March 13, 2020, President Donald Trump declared a national emergency in response to the outbreak of COVID-19;

WHEREAS, on March 14, 2020, Governor Brian Kemp declared that a public health emergency exists in the State of Georgia due to the spread of COVID-19 within Georgia;

WHEREAS, a significant number of Georgia residents are at risk of serious health complications, including death, from COVID-19;

WHEREAS, a large number of persons with serious infections can compromise the ability of the healthcare system to deliver necessary care to the public;

WHEREAS, individuals diagnosed with COVID-19 have been known to experience long-term health effects following recovery from acute COVID-19 symptoms;

WHEREAS, COVID-19 is a respiratory illness, transmitted through person-to-person contact or by contact with surfaces contaminated with the virus and persons infected with COVID- 19 may become symptomatic two to fourteen days after exposure;

WHEREAS, asymptomatic (including presymptomatic) infected persons are known to be infectious and, without mitigation many infections occur from individuals without symptoms;

WHEREAS, respiratory droplets, including aerosols, from infected persons are a major mode of COVID-19 transmission. This understanding is the basis of the recommendations for physical distancing, and of the personal protective equipment guidance for healthcare workers. Droplets do not only come from coughing or sneezing; droplets are also generated via talking and breathing;

WHEREAS, evidence indicates that the use of face coverings reduces the transmissibility per contact by reducing transmission of infected droplets in both laboratory and clinical contexts. Public face covering wearing is most effective at stopping the spread of the virus when compliance is high. This evidence supports the conclusion that the adoption of more widespread face covering requirements can help to control the COVID-19 epidemic by reducing the shedding of droplets into the environment from asymptomatic and symptomatic individuals;

WHEREAS, evidence from the South Carolina Department of Health and Environmental Control announced on August 12, 2020, that parts of the State of South Carolina under public mask-wearing mandates registered a 46.3% drop in coronavirus cases in the four weeks after they were introduced as compared to areas of the state which did not impose such mandates;

WHEREAS, evidence from data from the State of Alabama shows a 11% drop in COVID-19 cases in the four weeks since that state's mask mandate went into effect;

WHEREAS, according to a Vanderbilt University study, hospitals in the State of Tennessee where at least 75% of patients came from mask-mandate counties reported hospitalizations rising by only 30% since July 1, 2020, as compared to a rise of 200% in the same time period when 75% or more of patients came from counties without mask mandates in the State of Tennessee;

WHEREAS, the Governor also has repeatedly and strenuously urged Georgians to adopt a practice that is simple but highly effective at preventing the spread of COVID-19: wearing a face covering or mask when in public;

WHEREAS, specifically, Governor Kemp, through Executive Order 05.12.20.02 and subsequent Executive Orders, has recommended that individuals wear facial coverings over the nose and mouth to mitigate the spread of COVID-19 when they are in public places where they cannot practice social distancing (i.e., staying at least six feet away from other individuals who do not share the same household);

WHEREAS, in early July, Governor Kemp embarked on a statewide "Wear a Mask Tour" flying to numerous Georgia cities to publicly emphasize the need for Georgians to wear masks;

WHEREAS, on July 6, 2020, Governor Kemp introduced the "Georgia Safety Promise," a safety campaign to remind Georgia businesses and the public of following COVID-19 safety guidelines, including wearing face coverings;

WHEREAS, guidelines published by the U.S. Centers for Disease Control (CDC) recommend that all people wear cloth face coverings in public settings where other physical distancing measures may be difficult to maintain. The CDC also advises the use of simple cloth face coverings to slow the spread of the virus and help people who may have the virus and do not know it from transmitting it to others;

WHEREAS, the White House Coronavirus Task Force has repeatedly called for the wearing of masks to be mandatory in the State of Georgia;

WHEREAS, decreased transmissibility due to face covering use could substantially reduce the number of illnesses, hospitalization, and deaths and reduce the negative economic impact of the COVID-19 pandemic and the cost of the intervention of mandating the wearing of masks is extremely low;

WHEREAS, O.C.G.A. § 38-3-28(a) grants political subdivisions the power to supplement the Governor's Executive Orders so long as such actions are consistent with the Governor's Orders;

WHEREAS, this Ordinance is intended to be entered with due regard to the widely accepted, scientifically proven uniform principle that masks or facial coverings will slow the spread of COVID-19;

WHEREAS, pursuant to O.C.G.A. § 38-3-51, the Governor's declared public health emergency authorizes the City Commission to use emergency powers in O.C.G.A. §§ 38-3-1 through 38-3-64;

WHEREAS, pursuant to O.C.G.A. § 38-3-6, during an emergency, O.C.G.A. §§ 38-3-1 through 38-3-64 are supposed to be liberally construed to effectuate their purposes;

WHEREAS, on August 15, 2020, Governor Kemp issued Executive Order 08.15.20.01 which specifically offers guidelines for local government mask mandates;

WHEREAS, Governor Kemp has continued to issue Executive Orders extending the State of Emergency that continue to allow municipalities to adopt and enforce local government mask mandates;

WHEREAS, the United States Supreme Court has previously held that "[u]pon the principle of self-defense, of paramount necessity, a community has the right to protect itself against an epidemic of disease which threatens the safety of its members;"

WHEREAS, the following actions related to requiring facial coverings in public are necessary and appropriate to balance the public's interest in not being unduly burdened with the compelling public interest of providing for the health, safety and welfare of the residents of the City;

WHEREAS, the goal of this Ordinance is to increase the usage of facial coverings and masks and not revenue generation; and

NOW, THEREFORE, BE IT ORDAINED that for the protection of members of the public, facial coverings or masks shall be required within the City to slow the spread of COVID-19 as follows:

SECTION 1.

- (a) The provisions of this Ordinance shall only be enforced throughout the City for such time as Bulloch County has a prevalence of confirmed cases of COVID-19 over the previous fourteen (14) days equal to or greater than one hundred (100) cases per one hundred thousand (100,000) people according to the Georgia Department of Public Health.
- (b) For purposes of this Ordinance, the following terms are hereby defined as follows:
 - (1) *Entity* means any private business, establishment, corporation, non-profit corporation, or organization, including the curtilage thereof.
 - (2) *Facial covering or mask* means a device to cover the nose and mouth of a person and impedes the spread of saliva, respiratory droplets, or other fluids during speaking, coughing, sneezing or other intentional or involuntary action. Medical grade masks are not required; coverings may be fashioned as advised by the CDC and from other suitable fabrics. The mask must cover the mouth and nose of the wearer.
 - (3) *Polling place* means the room provided in each precinct for voting at a primary or election.
 - (4) Public place means any place other than a personal vehicle, residential property, or

an entity including the curtilage thereof.

- (c) Except as otherwise provided in this Ordinance all persons in an entity or a public place shall wear a facial covering or mask over the mouth and nose at all times where other physical distancing measure may be difficult to maintain from non-cohabitating persons.
- (d) Facial coverings or masks are not required in the following circumstances:
 - (1) In personal vehicles or upon residential property;
 - (2) When a person is alone in enclosed spaces or only with other household members;
 - (3) When the individual has a bona fide religious objection to wearing a facial covering or mask;
 - (4) While drinking or eating;
 - (5) When a licensed healthcare provider has determined that wearing a facial covering or mask causes or aggravates a health condition for the individual or when such person has a bona fide medical reason for not wearing a facial covering or mask;
 - (6) When wearing a facial covering or mask would prevent the receipt of personal services or performing work in the course of employment;
 - (7) When complying with the directions of a law enforcement officer or for the purposes of verifying a person's identity, such as when purchasing alcohol, tobacco, or prescription drugs or when engaging in a financial transaction;
 - (8) Children under the age of ten (10) years;
 - (9) When the individual is having difficulty donning or removing a face mask or face covering without assistance;
 - (10) At any polling place and no individual shall be denied ingress or egress to or from a polling place for failure to wear a facial covering or mask; and
 - (11) When outdoors and maintaining social distancing from anyone other than individuals with whom they cohabitate.
- (e) (1) Every entity subject to this Ordinance which does not consent to enforcement of this Ordinance upon its property shall post a clearly legible sign in one inch Arial font at all public entrances of such entity stating the following: "This location does not consent to enforcement of any local face covering requirement upon this property."
 - (2) If an entity does not post the signage described in subparagraph (1) of this paragraph it shall be conclusively presumed to have consented to enforcement of this Ordinance on its property and failures by individuals to wear facial coverings or masks as required by this ordinance shall be determined to be violations and enforced as contemplated in paragraph (f).

- (f) Violations of this Section 1 may be enforced by a notice of ordinance violation issued by any police officer, code enforcement officer, or other authorized law enforcement official, as provided below:
 - (1) A person who fails to comply with paragraph (c) of Section 1 of this Ordinance shall be first given a warning and an opportunity to put on a facial covering or mask, leave the entity, or comply with one of the exceptions in paragraph (d) of Section 1.
 - (2) If the person violating this Ordinance refuses or fails to comply with this Ordinance after being given a warning pursuant to subparagraph (1) of this paragraph then such person may be subject to a civil penalty of not more than \$25.00 on the first offense and not more than \$50.00 on the second and any subsequent offenses.
 - (3) A notice of violation may be served by delivery into the hands of the suspected violator or by other reasonable process for serving notice of ordinance violations used by the City.
 - (4) Violations of this ordinance shall not be enforced against any entity and shall not be taken against any owner, director, officer, or agent of an entity for the failure of their customers to comply with this ordinance.
 - (5) Notwithstanding the foregoing, every effort shall be made to bring an individual into voluntary compliance with the terms of this Ordinance prior to issuance of any notice of violation, including providing complimentary masks, explaining the importance of wearing facial coverings during this pandemic, and issuing verbal and written warnings.
- (g) In all locations where facial coverings or masks are not required to be worn pursuant to this Ordinance, they are strongly encouraged to be worn.

SECTION 2.

This Ordinance shall be effective immediately and shall remain in effect for a period coinciding with current and future Governor extensions of emergency orders empowering local face covering mandates or until revised or repealed by further action by Mayor and Council.

SECTION 3.

Should any provision, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court of competent jurisdiction, the remaining provisions, paragraphs, sentences, or words of this Ordinance shall remain in full force and effect.

SECTION 4.

Should any ordinance or part thereof be found to conflict with this ordinance or the provisions thereof, then those sections contained herein shall be deemed controlling.

SO ORDAINED, this 15th day of December, 2020.

MAYOR AND COUNCIL

CITY OF STATESBORO

Jonathan McCollar, Mayor

ATTEST:

Leah Harden, City Clerk

Approved as to Form:

Cain Smith, City Attorney

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



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

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

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

From: Justin Williams, City Planner II

Date: December 7, 2020

RE: December 15, 2020 City Council Agenda Items

Policy Issue: Statesboro Zoning Ordinance: Annexation Request

Recommendation: Staff recommends approval of the Annexation requested by **AN 20-10-05** with conditions.

Background: W &L Developers, LLC requests annexation by the 100% method of approximately 14.05 +/- acres of land located on S&S Railroad Bed Road into the City of Statesboro and for said property to be zoned from the R-25 (Single-Family Residential – Bulloch County) to the R-10 (Single-Family Residential) zoning district in order to develop a single-family subdivision (107 000007 000 & 107 000006A000).

Budget Impact: None

Council Person and District: Barr (District 5) - Projected

Attachments: Development Services Report (AN 20-10-05 & RZ 20-10-06)

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



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

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

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

From: Justin Williams, City Planner II

Date: December 7, 2020

RE: December 15, 2020 City Council Agenda Items

Policy Issue: Statesboro Zoning Ordinance: Zoning Map Amendment Request

Recommendation: Staff recommends approval of the variance requested by RZ **20-10-06** with conditions.

Background: W &L Developers, LLC requests a zoning map amendment of approximately 14.05 +/- acres of land located on S&S Railroad Bed Road to be zoned from the R-25 (Single-Family Residential – Bulloch County) to the R-10 (Single-Family Residential) zoning district in order to develop a single-family subdivision (107 000007 000 & 107 000006A000).

Budget Impact: None

Council Person and District: Barr (District 5) - Projected

Attachments: Development Services Report (AN 20-10-05 & RZ 20-10-06)



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

P.O. Box 348 Statesboro, Georgia 30458 (912) 764-0630 (912) 764-0664 (Fax)

AN 20-10-05 & RZ 20-10-06 SPECIAL EXCEPTION REQUEST S&S Railroad Bed Road

LOCATION:	S&S Railroad Bed Road	
EXISTING ZONING:	R25 (County Single-Family Residential)	
ACRES:	14.05 acres	
PARCEL TAX MAP #:	S59 000091 000	
COUNCIL DISTRICT:	District 5 (Barr) – (Projected)	
EXISTING USE:	Vacant Land	
PROPOSED USE:	Single-Family Subdivision	



PETITIONER W&L Developers, LLC

ADDRESS

100 Johnny White Road, Pembroke, GA 31221

REPRESENTATIVE John Dotson

ADDRESS

40 Joe Kennedy Boulevard, Statesboro, GA 30458

PROPOSAL

The applicant is requesting an Annexation by the 100% method of 14.05 acres of vacant land on S&S Railroad Bed Road for the purposes of constructing a single family subdivision. The applicant is also requesting a Zoning Map Amendment to allow for the construction of said subdivision with the R10 (Single-Family Residential) zoning classification. As per the City Ordinance, all annexations into the City are granted the R40 zoning specification without a Zoning Map Amendment.

PLANNING COMMISSION RECOMMENDATION

AN 20-10-05 & RZ 20-10-06 CONDITIONAL APPROVAL



Page 2 of 8 Development Services Report Case AN 20-10-05 & RZ 20-10-06



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SURROUNDING	LAND	USES/ZONING	

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1 : R25 (Single Family Residential) County Zoning Designation	Vacant Land
Northeast	Location Area #2 : R25 (Single Family Residential) County Zoning Designation	Vacant Land
Northwest	Location Area #3: R25 (Single Family Residential) County Zoning Designation	Single-Family Residential Dwelling
East	Location Area #4: R25 (Single Family Residential) County Zoning Designation	Single-Family Residential Dwelling & Farmland
West	Location Area #5: R25 (Single Family Residential) County Zoning Designation	Single-Family Residential Dwelling
Southwest	Location Area #6: R3 (Medium Density Residential)	Connection Church & Vacant Land
Southeast	Location Area #7: R3 (Medium-Density Residential)	Beacon Place
South	Location Area #8: R3 (Medium-Density Residential)	Beacon Place

SUBJECT SITE

The subject site is a vacant wooded 14.05 acre lot, adjacent to the already established Beacon Place multifamily subdivision. The property historically consisted of two lots which were combined for the purpose of redevelopment. The property has no historical usage, and is contiguous to the City Limits, allowing eligibility for annexation.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the "Potential Annexation" area, which currently seeks to have a mixed-use developmental pattern if possible, specifically high-density housing types such as multi-family, townhomes, and apartments. Regarding this, there is no implementation strategy for potential annexations.

ENVIRONMENTAL SITE ANALYSIS

The subject property contains significant wetlands on the eastern edge of the property. Any potential issues will be brought forth and discussed during standard permitting and review procedures. Approval through the Corps of Engineers would be mandatory for the development of this property.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is not currently served by City water or Sewer. Due to the proximity of the property, there would not be significant extension required for utility services on this location. It is currently unknown what level of increase services would require at this location, due to the uncertainty of units available for construction on the site.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

The mayor and city council in exercising its zoning power, shall be governed by the following standards in making its determination and balancing the promotions of the public health, safety, morality [morals] and general welfare against the right of unrestricted use of property:

- 1. Existing uses and zoning or [of] property nearby.
 - The proposed use is of a lower density than the adjacent property. The surrounding lots are zoned R3 (Medium-Density Residential), and R25 (County Residential), and are currently occupied by a mix of single-family homes, vacant land, and a multi-family subdivision.
- 2. The extent to which property values are diminished by the particular zoning restrictions.
 - Although an appraisal has not been conducted on the property, it is Staff's opinion that the proposal will not likely reduce the overall value of property in the area.
- 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.
 - The property would serve as a higher use than currently serving.
- 4. The relative gain to the public, as compared to the hardship imposed upon the property owner.

- The site has not been developed at this time, and serves no general use for the public. The development would serve the public by increasing the stock of single-family housing within the City limits.
- 5. The suitability of the subject property for the zoned purposes.
 - Initial evaluation of the property appears to make this property suitable for the requested use.
- 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.
 - The property has not been developed since acquisition of the property by the applicant in 2008. Surrounding development has been primarily residential in nature after annexation into the City.
- 7. The extent the proposed change would impact the following:
 - Population density in the area.
 N/A
 - Community facilities.
 - ∘ N/A
 - Living conditions in the area.
 - \circ N/A
 - Traffic patterns and congestion.
 - Congestion of this road could be an issue due to the road structure.
 A new traffic study may be required for the area in the near future to determine any additional road issues.
 - Environmental aspects.
 - $_{\odot}$ There are wetlands that will require mitigation.
 - Existing and future land use patterns.
 - There is a general residential development pattern in the area. This would be in alignment with that development type.
 - Property values in the adjacent areas.
 - Additional development could drive the cost of surrounding property higher.

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

• The proposed commercial use of the property is inconsistent with the overall developmental design of the potential annexation area, but does meet the community desire to increase the housing stock of single-family dwellings within the City. As there is no implementation strategy in place for these developments, care should be taken to ensure that development matches the overall development pattern of the surrounding parcels.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of AN 20-10-05 and RZ 20-10-06.** If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Annexation & Zoning Map Amendment does not grant site and/or building plan approval as submitted. Project(s) will be required to meet all City Ordinances and applicable building codes.
- (2) Prior to construction commencement on any proposed lot, a subdivision plat as well as the by-laws and restrictive covenants shall be reviewed and approved by staff in additional to any other applicable City of Statesboro Subdivision Regulations.
- (3) A percentage to be determined by the City shall be reserved for open greenspace areas reserved for community use, but shall be privately maintained by the owner, developer, or appropriate association. Open greenspace areas shall include uses such as village greens, commons, picnic areas, community gardens, trails and similar low-impact passive recreational uses. Land devoted to stormwater detention facilities may not be counted toward the open space minimum requirement unless the facility is a permanent lake or pond, and is designed and intended for recreational access and use by the occupants of the development.
- (4) The applicant must install a landscape berm of no less than ten feet in width at the edge of the property adjacent to S&S Railroad Bed Road.

At the regularly scheduled meeting of the Planning Commission on November 3, 2020, the Commission voted to **Approve AN 20-10-05 and RZ 20-10-06 with conditions**, with a 6-0 vote.

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



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

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

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

From: Justin Williams, City Planner II

Date: December 7, 2020

RE: December 15, 2020 City Council Agenda Items

Policy Issue: Statesboro Zoning Ordinance: Special Exception Request

Recommendation: Staff recommends approval of the special exception requested by **20-11-01** with conditions.

Background: East Georgia Regional Medical Center requests a special exception to allow for the placement of mobile food trucks as temporary vendors in the O (Office) zoning district on a 30.67 acre property located at 1499 Fair Road (Tax Parcel MS74000197 001).

Budget Impact: None

Council Person and District: Riggs & Barr (District 4 & 5) - Projected

Attachments: Development Services Report (SE 20-11-01)



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

P.O. Box 348 Statesboro, Georgia 30458 (912) 764-0630 (912) 764-0664 (Fax)

SE 20-11-01 SPECIAL EXCEPTION REQUEST 1499 Fair Road

LOCATION:	1499 Fair Road	
EXISTING ZONING:	O (Office)	
ACRES:	30.67 acres	
PARCEL TAX MAP #:	MS74000198 001	
COUNCIL DISTRICT:	District 4 & 5 (Riggs & Barr)	
EXISTING USE:	Hospital	
PROPOSED USE:	Hospital	



PETITIONER East Georgia Regional Medical Center, LLC

ADDRESS 1499 Fair Road, Statesboro GA 30458

REPRESENTATIVE Hannah Womack

ADDRESS

Same as Above

PROPOSAL

The applicant requests a special exception to allow for the placement of mobile food trucks in the parking area of 1499 Fair Road, within the O (Office) District. Generally, Mobile Food Services are only allowable in areas which also allow traditional restaurants, specifically the HOC (Highway Oriented Commercial), CR (Commercial Retail) and CBD (Central Business) Districts. In circumstances where these are allowed, they are only authorized for the location based on the restrictions of a Temporary Vendor Permit.

PLANNING COMMISSION RECOMMENDATION

SE 20-11-01 CONDITIONAL APPROVAL



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Page 3 of 8 Development Services Report Case SE 20-11-01



Page 4 of 8 Development Services Report Case SE 20-11-01



SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use	
North	Location Area #1: R-4 (High-Density Residential)	Multi-family Apartment Development (Market 100 Apartments)	
South	Location Area #2CR (Commercial Retail)	Market District Business Area (Restaurants & Retail stores)	
East	Location Area #3: R-20 (Single-Family Residential)	Single-Family Residential Dwelling	
West	Location Area #4: CR (Commercial Retail)	Market District Business Area (Restaurants & Retail Stores)	
Northeast	Location Area #5: R-4 (High-Density Residential)	Greenbriar Multi-Family Subdivision	
Southeast	Location Area #6: CR (Commercial Retail)	Market District Business Area (Restaurants & Retail stores	
Northwest	Location Area #7: R-4 (High Density Residential)	Multi-family Apartment Development (Market 100 Apartments)	
Southwest	Location Area #8: CR (Commercial Retail)	Market District Business Area (Restaurants and Retail Stores)	

SUBJECT SITE

The subject site is the East Georgia Regional Medical Center. The applicant will be making no changes to the structure, or parking lot, and is requesting the allowance to have mobile food trucks on the lot for local nursing staff. The location has a large parking lot which will serve as the standard location for food trucks operating under temporary vendor permits. The subject site already has a full service cafeteria in the hospital that is open to the public.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the "Activity/Regional Center" character area, which should evolve into pedestrianoriented shopping, office, and entertainment places that may also accommodate high density residential development. Where excess parking is located, infill development can break up large surface parking lots. Tree plantings and landscaping will be generous to soften the development intensity in these areas. Access to these activity centers will be easily achieved for pedestrians, cyclists, and drivers alike.

ENVIRONMENTAL SITE ANALYSIS

The subject property does not contain wetlands and is not located in a special flood hazard area. There are no development procedures required for this special exception.

COMMUNITY FACILITIES AND TRANSPORTATION

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

SPECIAL EXCEPTION STANDARDS OF REVIEW

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

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

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

• There is the possibility of an increase in trash in the parking lot during events, but this area is not a public space, and would be required to clean up any excess trash in their parking lot.

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

• There should be no significant issues related to pedestrian traffic and no streets should be hindered as the use shall take place away from any public streets and fully on private property.

- (C)Off-street parking and loading, and the entrances to and exits from such parking and loading, will be adequate in terms of location, amount, and design to serve the use.
 - The proposed use will be a periodic occurrence in a parking lot, with significant space for placement.
- (D)Public facilities and utilities are capable of adequately serving the proposed use.
 - The listed additional use does not require new facilities to be placed on the site.
- (E) The proposed use will not have significant adverse effect on the level of property values or the general character of the area.
 - The proposed use will not have an adverse use on the area, and will not be a daily occurrence.
- (F) Unless otherwise noted, the site plan submitted in support of an approved conditional use shall be considered part of the approval and must be followed.
 - There are no improvement plans for this location being considered.
- (G)Approval of a proposed use by the Mayor and City Council does not constitute [an] approval for future expansion of or additions or changes to the initially approved operation. Any future phases or changes that are considered significant by the Planning Commission and not included in the original approval are subject to the provisions of this section and the review of new detailed plans and reports for said alterations by the governing authority.
 - Any significant future phases or changes to this proposal must first be reviewed and approved by City Council.

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

• The proposed use is consistent with the subject site's character area ("Activity Center") as stated in the 2019 – 2029 Comprehensive Master Plan, as the proposed use does not have a permanent impact on the site.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends <u>Approval of SE-20-11-01</u>. 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) This special exception does not grant the right to make substantial structural changes to any building or impervious structure on the site.
- (2) No mobile food service may take a permanent space on the site. All mobile food services must complete a temporary vendor application for the allotted dates they are requesting to serve.
- (3) The passage of a Mobile Food Truck Ordinance shall take precedence to this Special Exception.

At the regularly scheduled meeting of the Planning Commission on December 1, 2020 the Commission voted to <u>Approve SE 20-11-01</u> with a 4-0 vote.

COUNCIL Phillip A. Bovu

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



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

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

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

From: John Washington, Director of Public Works & Engineering

Date: December 3, 2020

RE: GDOT Local Maintenance Improvement Grant Application for Blue Mile Streetscape Improvements

Policy: Grant Application

Recommendation: Staff recommends approval of application of the GDOT Local Maintenance Improvement Grant for funding of the Blue Mile Streetscape project.

Background: City council initiated work on the Blue Mile project with approval of design in January 2016. In February 2017 the City received a GDOT letter of commitment for \$450,000 in funding for drainage infrastructure improvements for the Blue Mile Project. Following receipt of the letter of commitment City staff requested GDOT perform a corridor drainage study along South Main Street. As a result, in August 2020 the GDOT commitment amount was increased to \$1,193,000 as a result of the findings of the drainage study.

The current total estimated cost of construction is approximately \$4.5M which includes drainage improvements, utility relocations, sidewalk improvements, and streetscape improvements (i.e. decorative streetlights, benches, landscaping, pocket parks, and transit system bus shelters). Projected design is scheduled for completion December 31, 2020. Construction is scheduled to begin in Spring 2021 with expected project completion by Fall 2022.

City staff seeks to submit application for this LMIG grant. In addition, the project will also be funded from TSPLOST and Public Utilities enterprise funds. GDOT has stipulated failure to begin the project before June 1, 2021 may result in the cancellation of funds. In order to achieve compliance, the City must submit the LMIG application ASAP in order to move this project forward to construction.

Budget Impact: No matching funds required, however, TSPLOST and enterprise funds have been appropriated to fulfill the balance of funding necessary for the project.

Council Person and District: Paulette Chavers, District 2; Venus Mack, District 3

Attachments: Grant Application Resolution

RESOLUTION 2020-33:

A Resolution authorizing the Mayor to execute a Georgia Department of Transportation (GDOT) Local Maintenance & Improvement Grant (LMIG) application for the Blue Mile Streetscape Project.

- **THAT WHEREAS,** the City is authorized to participate in the Georgia Department of Transportation Local Maintenance Improvement Grant Program;
- WHEREAS, the Program provides funding assistance for road improvement projects within the City of Statesboro for the benefit of the citizenry;
- WHEREAS, the Program requires that the City identify and demonstrate a qualifying transportation project and submit application in order to receive funding assistance for said project. Further, the City has identified that funding be requested for the Blue Mile Streetscape Project;
- WHEREAS, the Program application does not require local funding match;
- NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia as follows:

Section 1. The City Manager recommends submittal of application of Local Maintenance Improvement Grant funding for this project.

Section 2. City Council hereby authorizes the Mayor to apply for Local Maintenance Improvement Grant funding and to execute the Local Government Affidavit and Certification and all other documents required by the Georgia Department of Transportation related to this grant application.

Section 3. That this Resolution shall be and remain effective from and after its date of adoption.

Adopted this 15th Day of December, 2020.

CITY OF STATESBORO, GEORGIA

By: _

Jonathan McCollar, Mayor

Attest: ___

Leah Harden, City Clerk

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



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

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

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

From: Cain Smith, City Attorney

Date: December 8, 2020

RE: December 15, 2020 City Council Agenda Items

Policy Issue: Consideration of resolution to declare need for Urban Redevelopment Area and designation of specific area to be designated for urban redevelopment.

Recommendation: Approve

Background: In order to provide for contemplated funding of parks improvement and other redevelopment purposes, OCGA ₹ 36-61-1 et seq. requires designation of an urban redevelopment area prior to establishment of the Urban Redevelopment Agency that is needed to execute financial documents for the projects.

Budget Impact: None

Council Person and District: Districts 1, 2, and 3. Council Members Boyum, Chavers, and Mack

Attachments: Proposed resolution and Map Exhibit A

RESOLUTION 2020-34: A RESOLUTION OF THE CITY OF STATESBORO, GEORGIA DESIGNATING URBAN REDEVELOPMENT AREA

WHEREAS the Urban Redevelopment Law (Section 36-61-1, et seq. of the Official Code of Georgia Annotated O.C.G.A.), as amended (the "Act"), authorizes the City of Statesboro, Georgia (the "City") to designate an "urban redevelopment area," which is defined to mean a "pocket of blight" which the Mayor and Council of the City ("Governing Body") designate as appropriate for urban redevelopment projects meaning an area which by reason of the presence of a substantial number of deteriorated or deteriorating structures; predominance of defective or inadequate street layout; faulty lot layout in relation to size, adequacy, accessibility, or usefulness; unsanitary or unsafe conditions, deterioration of site or other improvements; tax or special assessment delinquency exceeding the fair value of the land; the existence of conditions which endanger life or property by fire and other causes; by having development impaired by airport or transportation noise or by other environmental hazards or any combination of such factors substantially impairs or arrests the sound growth of a municipality or county, retards the provisions of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use; and

WHEREAS, after careful study and investigation, the Governing Body desires to designate the area described in Exhibit A attached to this resolution (the ' Urban Redevelopment Area") as an urban redevelopment area.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Statesboro, Georgia that it is hereby found, determined and declared that the Stormwater Urban Redevelopment Area described in Exhibit A attached to this Resolution is, determined to be a "pocket of blight" by reason of the presence of unsanitary or unsafe conditions and the deterioration of site or other improvements which constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare of the residents of the City in the present condition and user and that each such area is therefore designated as appropriate for an urban redevelopment project.

BE IT FURTHER RESOLVED that any and all resolutions in conflict with this resolution be and the same are hereby repealed.

BE IT FURTHER RESOLVED that this resolution shall be effective immediately upon its adoption by the Governing Body.

Adopted this 15th day of December, 2020.

City of Statesboro, Georgia

Jonathan McCollar, Mayor

Leah Harden, City Clerk

EXHIBIT A

The area within the City designated as the Urban Redevelopment Area by this Resolution is roughly bound Ladd Circle in the Northwest along the City boundary, Packinghouse Road in the West, Donaldson Street in the Southwest, Tillman Drive in the South, Bruce Street in the Southeast, Cypress Lake Road in the East, and Williams Road in the Northeast, and is depicted with specificity in the map below. The Urban Redevelopment Area is located within the Municipal City Limits of the City of Statesboro in Bulloch County, GA.



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

MEMORANDUM

December 7, 2020

TO: Charles Penny, City Manager, Jason Boyles, Assistant City Manager, and Leah Harden, City Clerk

FR: Kathleen Field, Director of Planning and Development

RE: Proposed Minor Amendments to the City Of Statesboro, 2019 Comprehensive Plan

Policy Issue: Consideration of a Resolution to approve execution of amendments to the City of Statesboro, 2019 Comprehensive Plan

Background: In order to accommodate the adoption of: The Urban Redevelopment Plan (URP), The Revitalization Strategy (RAS) The Community Housing Improvement Program (CHIP) Grant Application, the Community Development Block Grant (CDBG) Grant Application, and major park rehabilitation projects for Grady Street Park and Luetta Moore Park, it is required that all of these plans and projects be consistent with the Comprehensive Plan. These projects count as minor amendments to the Comprehensive Plan and may be adopted without approval from The Georgia Department of Community Affairs.

Recommendation: Staff recommends approval of the proposed Amendments to the Statesboro, 2019 Comprehensive Plan

Budget Impact: None

Council Person and District: All

Attachments: Resolution to Approve Proposed Amendments Proposed Amendments to 2019 Comprehensive Plan

RESOLUTION 2020 – 35: A RESOLUTION ADOPTING CERTAIN UPDATES AND MINOR AMENDMENTS TO THE 2019-2029 COMPREHENSIVE PLAN OF THE CITY OF STATESBORO, GA

THAT WHEREAS, the Statesboro City Council, the governing authority of Statesboro, Georgia, adopted a Comprehensive Plan 2019 – 2029 on August 20, 2019; and,

WHEREAS, the Statesboro City Council has found the need to update the Comprehensive Plan with some minor changes which are attached hereto as Exhibit A; and,

WHEREAS, the changes proposed in Exhibit A have been prepared by the City's Department of Planning and Development in accordance with the Rules and Procedures of the Georgia Department of Community Affairs; and,

WHEREAS, the changes proposed have been reviewed and approved by the Coastal Regional Commission;

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

Section 1. That the Mayor and City Council hereby adopt the proposed minor amendments, presented as Exhibit A, to the 2019-2029 Comprehensive Plan.

Section 2. That the Mayor and City Council hereby authorize staff to submit the approved minor amendments to the Coastal Regional Commission.

Adopted this 15th day of December, 2020.

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

EXHIBIT A

Minor Amendments to the 2019-2029 Comprehensive Plan

In order to assure consistency with the desires of the citizenry and Council, and to align with the proposed projects and developments of the City of Statesboro, the following amendments have been proposed for the City of Statesboro's *Comprehensive Master Plan* as adopted by Council on August 20, 2019:

- 1. Page 16 "Vision Statement Quality Housing" amended (in red) to read:
 - The City will promote the construction of quality homes, maintain the awareness of the condition of homes, develop programs and resources to rehabilitate existing substandard housing, and emphasize walkability and interconnectivity in neighborhoods.
- 2. Page 19 "Housing Goals Supporting Policies" amended to add the following bullet:
 - Establish target areas for neighborhood revitalization in the core area surrounding the Downtown Statesboro Redevelopment Area and "the Blue Mile" and apply for financial assistance under the CHIP Program to initiate neighborhood-wide housing rehabilitation programs. Develop Revitalization Area Strategy Plans for each neighborhood to focus City and CDBG grant resources to remove blight and blighting influences from the neighborhoods.
- 3. Page 34 "Community Profile Housing Summary" replace paragraph 4 to read:
 - A Comprehensive Housing Study and Affordable Housing Plan should be prepared to aid the City in its efforts to (1) address the housing needs within the community and (2) stimulate the development of new owner occupied housing which has been declining as a percentage of home occupancy. The study should also address the "housing affordability issues" in many of the core area neighborhood whose residents find it difficult to find decent, safe and sanitary housing. Such a study will also aid the City in obtaining grants necessary to rehabilitate existing housing and to attract new housing development within the City to meet a diversity of housing needs.
- 4. Page 82 "Land Use: Existing and Future Land Use Residential Redevelopment Areas " changed to read:
 - The residential neighborhoods surrounding the Downtown Core area of Statesboro are where most of the older housing stock is located and where most of the deteriorated and blighted housing in the City is also located. These neighborhoods
(Johnson Street, MLK, Whitesville, Black Bottom and Mulberry Street) should be the focus of future revitalization efforts by the City in concert with the redevelopment of Downtown Statesboro and "the Blue Mile" corridor connecting Downtown to the Georgia Southern University Campus.

- 5. Page 101 "Implementation Strategies: Residential Redevelopment Area(s) first bullet item changed to read:
 - Focus on strategic City investments and grant assistance from the Ga Department of Community Affairs (CDBG and CHIP) to improved existing owner occupied and rental housing requiring rehabilitation and encourage the redevelopment of acquired blighted properties in affordable housing for low- and moderate- income families. Develop and approve an Urban Redevelopment Plan (URP) that includes the Downtown Commercial Core, the Blue Mile and the surrounding core area neighborhoods where concentrations of blighted and substandard housing currently exist. Prepare Revitalization Area Strategy Plans for the neighborhood target areas within the URP Area to guide housing and neighborhood revitalization.
 - Initiate design and improvements to neighborhood parks including the Luetta Moore Park in the MLK Neighborhood and the Grady Street Park in the Johnson Street Neighborhood.
- 6. Page 117 "Needs and Opportunities Housing" add the following bullets under Need:
 - A plan to guide the needs of future housing development in the community as well as a plan for the improvement and maintenance of the existing housing stock.
 - Approve and implement a City funded incentive program for the development of single- family owner-occupied housing including affordable housing for low-and moderate- income families particularly in the Urban Redevelopment Area Neighborhoods.
- 7. Page 128 "Community Work Program/Economic Development" add the following:
 - Under Action/Implementation Strategy:
 - a. Complete a Comprehensive Housing Market Study and Affordable Housing Plan.
 Responsible Party P&D Start 2020 Approval 2021 Cost Est \$50,000
 - Funding Source City

- Adopt an Urban Redevelopment Plan for the Downtown Commercial Core Area and surrounding neighborhoods – Responsible Party - P&D / CRC Start and Complete in 2020 Cost Est \$25,000 Funding Source City
- c. Prepare and adopt Revitalization Area Strategies for all neighborhood target areas within the Urban Redevelopment Plan Area. Responsible Party: - P&D / CRC Start 2020 – Complete 2025 Cost Estimate TBD Funding Source: City
- d. Prepare and submit a CHIP Application to initiate owner-occupied housing rehabilitation in the Johnson Street Target Neighborhood: Responsible Party: P&D / CRC Start 2020 – Complete 2021
- Estimated Cost: TBD Funding Source: City.
 - e. Add and organize staff resources to carry out neighborhood redevelopment and revitalization activities in the Department of Planning and Community Development.
- Responsible Party: P&D Start 2020 Complete 2021 Cost Estimate: \$150,000 Funding Source: City.
 - f. Adopt and implement an incentive program to stimulate development of singlefamily subdivisions in the City to meet the demands of both market rate and affordable owner- occupied housing. Responsible Party P&D. Start 2020 – Complete 2021 Estimated Cost \$800,000 Funding Source – City
 - g. Complete design and initiate improvements to the Luetta Moore Park in the MLK Neighborhood and the Grady Street Park in the Johnson Street Neighborhood.
 Responsible Party City. Start 2020 – Complete 2021. Estimated Cost \$2,629,700 for Luetta Moore Park and \$1,352,543 for Grady Street Park. Funding Source – Bonds issued by the City Urban Redevelopment Authority.

CITY OF STATESBORO



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

То:	Charles Penny, City Manager Jason Boyles, Assistant City Manager
From:	John Washington, Director of Public Works and Engineering
Date:	December 7, 2020
RE:	Recommendation of Low Bidder CIP – Edgewood Park Pedestrian Bridge

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the Edgewood Park Pedestrian Bridge contract to Black Creek Construction in the amount of \$62,500.00. The low bid received from Black Creek Construction meets the requirements of the bid package and an acceptable bid bond was submitted.

Background:

This project proposes to design and construct a timber pedestrian bridge with approaches including all foundations and supports to cross the pond at Edgewood Park. The bridge will be approximately 130 feet long, 8 feet wide with 42-inch high handrails, and have a vertical arch which will rise to a height of 4 feet above the existing water level. The bridge will be constructed on timber piles driven to refusal with a minimum span length of 10 feet. Project details include survey, site design, bridge plans designed by a Professional Engineer, environmental and construction permitting, erosion control, construction administration, and construction of bridge and site. The low bid submitted by Black Creek Construction is below the budget estimate amount of \$75,000. The proposed bridge and recently installed Edgewood Drive sidewalk are below the combined budget of \$135,000 for ENG-122f for this project. Staff is confident in the bids received and recommends proceeding with this project.

Budget Impact:

The project is to be paid from the 2018 TSPLOST fund.

Council Person and District: District 4, Council Member Riggs

Attachments: Bid Tabulation

CC: Darren Prather, Director of Central Services

COUNCIL

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



City of Statesboro Request for Proposals: EDGEWOOD PARK PEDESTRIAN BRIDGE

Bid Due Date: NOVEMBER 13, 2020 4:00 PM EST Questions Deadline: NOVEMBER 6, 2020 12:00 PM EST

City of Statesboro ATTN: John Washington, Director – Public Works and Engineering, City Engineer 50 E. Main Street West Grady Street Statesboro, GA 30458

Please address any questions to: John Washington at 912-764-0655 or by email at john.washington@statesboroga.gov

Company:Black Creek Construction, Inc.	
Telephone Number: 912-531-2539	
Authorized Representative (Print):	
Title: Vice-President	
Authorized Signature/Date: Tike Davis	11/13/2020

City of Statesboro Department of Central Services 22 West Grady Street Statesboro, GA 30458

John Washington, Director, Public Works and Engineering, City Engineer john.washington@statesboroga.gov 912-764-0655

BID DOCUMENT CHECKLIST

Bid # / Project Name: EDGEWOOD PARK PEDESTRIAN BRIDGE Bid Deadline: November 13, 2020 4:00 PM EST

Items Required:	Bidders Initials
X Request for Proposal (Complete & Signed)	ED
X Acknowledgement of receipt of addenda	ED
No Addenda were received	
E-Verify (if required)	
DBE Application Form	
X Copies of Proposal (if required)/ Electronic Version	ED
Bidder Contact Information:	
Mailing Address: 2049 GA HWY 119N, Ellabell, GA 31308	
Telephone: 912-531-2539	
Email:erikd.bcc@gmail.com	

THE UNDERSIGNED BIDDER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT OFFICIAL COMPANY	NAME: Black	Creek Construction, Inc.	
SIGNED BY:			
PRINT NAME AND TITLE: _		Vice-President	
DATE: <u>11/13/2020</u>			
THIS CHEC	KLIST SHOULD	BE INITIALED AND SIGNED	

WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS

EXHIBIT B

FEE PROPOSAL (BY TASK)

Cost for each task should be a lump-sum for that task.

Task 1: PRE-FABRICATED BRIDGE	\$59,000
Task 2: GENERAL SITE DESIGN	\$3,500
Task 3: COST ESTIMATING AND PROJECT PRIORITIZATIO	DN \$
Task 4: CONSTRUCTION ADMINISTRATION	\$
	62,500



City of Statesboro Request for Proposals: EDGEWOOD PARK PEDESTRIAN BRIDGE

Bid Due Date: NOVEMBER 13, 2020 4:00 PM EST

Questions Deadline: NOVEMBER 6, 2020 12:00 PM EST

City of Statesboro ATTN: John Washington, Director – Public Works and Engineering, City Engineer 50 E. Main Street West Grady Street Statesboro, GA 30458

Please address any questions to: John Washington at 912-764-0655 or by email at john.washington@statesboroga.gov

Company Alpha Construction Company

Telephone Number: 912 232 0093

Authorized Representative (Print):

Ronald L. Rose

Title: President

lal 1 1 Abra

Authorized Signature/Date

City of Statesboro Department of Central Services 22 West Grady Street Statesboro, GA 30458

John Washington, Director, Public Works and Engineering, City Engineer john.washington@statesboroga.gov 912-764-0655

BID DOCUMENT CHECKLIST

Bid # / Project Name: EDGEWOOD PARK PEDESTRIAN BRIDGE Bid Deadline: November 13, 2020 4:00 PM EST

Items Required:	Bidders Initials
Request for Proposal (Complete & Signed)	<u>Pt</u>
Acknowledgement of receipt of addenda	AL
No Addenda were received	pl
E-Verify (if required)	<u>M</u>
DBE Application Form	pp
Copies of Proposal (if required)/ Electronic Version	12K
Bidder Contact Information:	
Mailing Address: PO Box 60458 Savannah, GA 31420	
Telephone: 912 232 0093	· · ·
Email: alpha@alphaconstruction.biz	

THE	UNDERSIGNED	BIDDER	HEREWITE	SUBMITS	THE ABOY	E REC	UIRE
20.000.000	A LOND STATE AND AND A STATE						
DOC	UMENTS.		and the first second			2	:

PRINT OFFICIAL COMPANY NAME: Alpha Construction Company

SIGNED BY:

PRINT NAME AND TITLE: Ronald L Rose, President

ann

DATE: November 13, 2020

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS

EXHIBIT B1 – REVISED 10/21/20

FEE PROPOSAL (BY TASK)

Cost for each task should be a lump-sum for that task.

Task 1: CONSTRUCT PEDESTRIAN TIMBER BRIDGE	\$ <u>132,300.00</u>
Task 2: GENERALDESIGN	\$ <u>7,800.00</u>
Task 3: COST ESTIMATING AND PROJECT PRIORITIZATION	\$ <u>1,400.00</u>
Task 4: CONSTRUCTION ADMINISTRATION	\$ <u>3,200.00</u>
NOT-TO-EXCEED TOTAL	<mark>ş 144,700.00 </mark>
ALTERNATE #1, Task 1A. (Task 1A will substitute for Task 1 above) Task 1A: Pedestrian Timber Bridge with Trex cap board and Trex decking. Trex Enhance (Beach Dune Color) shall be used.	\$ <u>138,420.00</u>
ALTERNATE #2, Task 5 Task 5: Add the cost for providing the concrete sidewalk construction from the proposed bridge to the existing sidewalks as shown in Figure D. Cost shall include the following: grading area, compacting area, forming concrete, 3000 psi concrete, concrete testing, pouring concrete, finishing concrete, expansion joints, contraction joints, wrecking forms, disposal of forms.	3

1. Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Addendum Number	
1	10/21/2020	
2	10/28/2020	
3	11/6/2020	

CITY OF STATESBORO

COUNCIL

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



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

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

- To: Charles Penny, City Manager Leah Harden, City Clerk
- From: Jason Boyles, Assistant City Manager
- Date: December 3, 2020
- **RE:** GDOT Memorandum of Agreement (MOA) for Lighting Maintenance SR67 Bypass/Veterans Memorial Parkway & Old Register Road
- Policy: Streets Maintenance

Recommendation:

Staff recommends approval of and execution of MOA by the Mayor for maintenance of the lighting on GDOT Right-of-Way.

Background:

Excelsior EMC has applied for a GDOT utility permit to install lighting at the intersection of SR 67BY at Old Register Road in the City of Statesboro. This will require the execution of the attached Memorandum of Agreement between the City of Statesboro and the Georgia Department of Transportation. The agreement must be with GDOT and the local government and not the utility.

This agreement is required by GDOT as part of the request by Excelsior EMC for the installation of new street lighting located at Veteran's Memorial Parkway and Old Register Road which is also part of the Old Register Tax Allocation District.

City staff seeks approval to submit this agreement for execution by the Mayor. The funds to support this maintenance agreement are in the Public Works Department, Streets Division General Fund.

Budget Impact: General Fund for Street and Traffic Lights

Council Person and District: Venus Mack, District 3

Attachments: GDOT Letter Request Memorandum of Agreement



Russell R. McMurry, P.E., Commissioner One Georgia Center 600 West Peachtree Street, NW Atlanta, GA 30308 (404) 631-1000 Main Office

November 19, 2020

Mr. John Washington, P.E. City of Statesboro 50 E. Main Street, Suite B Statesboro, GA 30458

Mr. Washington,

Excelsior EMC has applied for a GUPS permit to install lighting on SR 67BY at Old Register Road in the City of Statesboro. This will require the execution of the attached Memorandum of Agreement between the City of Statesboro and the Georgia Department of Transportation. In this current time of Covid 19 we will accept electronic signatures, or a signed and scanned copy and you can return the MOA by e-mail. The Department will execute by electronic signatures and return a copy to you for your records.

If any additional information is needed, please do not hesitate to contact John Royal at (912)530-4405 or email him at <u>jroyal@dot.ga.gov</u>.

Sincerely,

Dallory Rozier District Utilities Manager

DDR:jrr

Cc: Patrick Allen, P.E., State Utilities Administrator Shajan Joseph, P.E., Asst. State Utilities Administrator Care Whitmore, Utility Coordinator Skyler A. Long, State Utilities Permit Specialist

MEMORANDUM OF AGREEMENT

FOR

ROADWAY & PEDESTRIAN LIGHTING ON STATE ROUTE 67BY/VETERANS MEMORIAL PARKWAY & OLD REGISTER ROAD, CITY OF STATESBORO, GA, BULLOCH COUNTY

CONSISTING OF

Eight (8) new Galleon LED luminaries on four (4) existing City of Statesboro poles and by Permit No. 1229324 at the intersection of State Route 67BY/Veterans Memorial Parkway and Old Register Road, City of Statesboro, GA., Bulloch County.

BETWEEN

The City of Statesboro, acting by and through its City Council, hereinafter called the **CITY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The **CITY** is requesting to install eight (8) new Galleon LED luminaries on four (4) existing **CITY** poles and by Permit No. 1229324 at the intersection of SR 67BY/Veterans Memorial Parkway and Old Register Road, City of Statesboro, GA., Bulloch County.

I. IT IS THE INTENTION OF THE PARTIES:

A. That the **CITY**, only to the extent that it may be bound by contracts that may hereafter be entered into, shall be responsible for the following:

1. The **CITY** shall Install, Locate, Provide the Energy, Operate,

Maintain and Design additional roadway lighting in accordance with the Georgia Department of Transportation's Design Policy Manual, by Permit No. 1229324 at the intersection of SR 67BY/Veterans Memorial Parkway and Old Register Road, City of Statesboro, GA., Bulloch County.

2. The **CITY**, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components that make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. The **CITY** shall at all times indemnify and save harmless the **DEPARTMENT** and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

4. The **CITY** assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.

II. IT IS FURTHER AGREED, that the DEPARTMENT, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the CITY elects to de-energize or fails to properly maintain any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition the DEPARTMENT reserves the right, at its sole discretion, to remove or replace any lighting upgrades where the public

2 of 5

safety is at any time compromised by the actions or inactions of the CITY.

III. IT IS FURTHER AGREED, that this Agreement shall remain in effect for a period of fifty (50) years.

IV. IT IS FURTHER AGREED, the covenants herein contained shall, except as otherwise provided accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

This document is a **Memorandum of Agreement** expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity. IN WITNESS WHEREOF, the parties hereto have executed this **Memorandum of Agreement** to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed and delivered this day of,	GEORGIA DEPARTMENT OF TRANSPORTATION			
2020, in the presence of:	STATE UTILITIES ENGINEER			
WITNESS				
REQUESTED BY: CITY OF STATES				
BY:	BY:			
TITLE:	WITNESS			
BY: NOTARY PUBLIC My Commission Expires:				
SWORN TO AND SUBSCRIBED BEFORME ON THIS DAY OF 2020.				
This Agreement approved by the City Council at a meeting heat	ld			
at on the day of,202	20. City Clerk			

11/17/2020 cnw

1229324_Map.jpg



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

MEMORANDUM

DATE: November 30, 2020

TO: Charles Penny, City Manager, Jason Boyles, Assistant City Manager and Leah Harden, City Clerk

FR: Kathleen Field, Director of Planning and Development

RE: Council Agenda Item: Proposed Downtown Master Plan

During the FY 2021 budget process, upon the recommendation of Mr. Penny, the decision was made by the City Council to undertake an updated Master Plan for the Downtown area. After a solicitation process, proposals were received from five planning consultant firms for the purpose of securing services for the development of this Downtown Master Plan. A selection committee was formed to review the proposals as well as to interview the top three contenders. After careful consideration, the firm chosen to perform these services was TSW of Atlanta. Their proposal includes the following scope of services:

Phase I: Context – Data collection tasks including a market analysis;
Phase II: Planning – Includes the scheduling and attendance at a community workshop; a preparation of a draft Master Plan and initial analysis of the zoning issues for the center city area.
Phase III: Implementation – Includes a final master plan for the downtown and recommended re-zoning for the city center area.

Although the project was budgeted for \$100,000, we were able to negotiate an add-on component to allow for a revised zoning ordinance for the Historic Crossroads (City Center Area) of the study area.

Budget Impact: General Fund: \$100,000

Council Member District - All

Attachments: TSW Proposal

TSW TEAM PROPOSED SCOPE DOWNTOWN MASTER PLAN

CITY OF STATESBORO: NOVEMBER 20, 2020 DRAFT

AR

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ARCHITECTS

OUR APPROACH PROPOSED SCOPE

PHASE 1: CONTEXT

TASK 1.1 INITIAL CONSULTATION SESSION

Conduct an initial consultation session by phone or video with relevant City staff. The goal of this meeting will be to finalize available GIS and other data, assemble previous plans, refine the project schedule, and determine roles and responsibilities.

TASK 1.2 INTERVIEWS

Conduct up to 10 hours of interviews by phone or video. City staff will be responsible for identifying interviewees and scheduling all interviews.

TASK 1.3 PREVIOUS PLAN REVIEW

Review all previous relevant plans affecting the downtown area. Discuss with staff which previously proposed strategies are relevant and which need updating during this process.

TASK 1.4 MARKET ANALYSIS

Identify existing opportunities for residential and commercial development based on a demographic analysis and potential audiences, which will be identified and quantified in the context of larger regional and national trends. Prepare a matrix summarizing the results.

TASK 1.5 ASSETS & OPPORTUNITIES MAP

Create a single map highlighting existing assets, opportunities, and challenges in the study area. The data and base maps that inform this analysis will be produced by City staff and will include such elements as streets, sidewalks, land use, vacant parcels or retail spaces, land ownership, zoning, public facilities, gathering places, and other relevant focal points.



PHASE 2: PLANNING

TASK 2.1 COMMUNITY WORKSHOP

Facilitate a Community Workshop that will be open to the public. This meeting will introduce the effort, summarize relevant findings to date, and allow for input on the future of downtown. This will consist of an evening meeting conducted in person or online. If the meeting is in person all CDC protocol will be followed. All meeting advertising will be the responsibility of the City.

TASK 2.2 CONCEPT PLANS

Based on the input received at the workshop, prepare hand-drawn, color conceptual plans for up to three catalytic development sites within the study area. These sketches will be identified in collaboration with the City and will show the potential for open space, street connections, and development that meets the goals of the plan.

TASK 2.3 DRAFT MASTER PLAN

Based on the input received, prepare a draft Master Plan document. This will consist of a summary of findings, community input, and recommendations addressing housing, commercial, open space, marketing, conceptual plans, and connections between nodes. The plan will not exceed 25 pages. The focus will be on identifying strategic recommendations to revitalize downtown and the Blue Mile. A draft plan review session will be conducted with staff via phone or video.

TASK 2.4 ZONING UPDATES

Analyze existing zoning regulations in light of the draft Master Plan and prepare a draft of updated regulations for the downtown district, to consist of a single form-based overlay district not including graphics or detailed design guidelines. Existing historic district regulations will remain as is.

TASK 2.5 DRAFT PLAN PUBLIC MEETING

Present the draft Master Plan and draft zoning regulations to the public at an in-person or online meeting or open house. If the meeting is in person all CDC protocol will be followed. Gather feedback and make a single round of edits incorporating input from the public and City staff. All meeting advertising will be the responsibility of the City.



PHASE 3: IMPLEMENTATION

TASK 3.1 IMPLEMENTATION PLAN

Based on the revised draft Master Plan, prepare an action-oriented implementation section of the Master Plan that identifies potential funding sources, implementation partners, incentives, a timeline, catalytic projects, and a demonstration project, based on the Master Plan and best practices.

TASK 3.2 FINAL MASTER PLAN

Finalize the Master Plan document and send to staff for final review and comments.

TASK 3.3 FINAL ZONING DISTRICT

The final zoning district regulations will be provided to staff for final review and comment. Staff will prepare a map of all properties to be rezoned as part of any district boundary changes and conduct the necessary property owner notifications.

TASK 3.4 ADOPTION PROCESS

Present the draft Master Plan and zoning district in person at a Planning Commission meeting and a City Council meeting. Any additional presentations will be conducted by City staff. Final electronic copies of the Master Plan and zoning regulations will be provided to the City.

STUDY AREA

This scope assumes that the Master Plan study area is the downtown district as shown in yellow on the map on this page. The zoning district will cover only the city center area shown in orange.



OUR APPROACH PROPOSED FEES

These fees include all TSW and subconsultant fees, as well as all expenses. We are open to discussing these further with the City.

	EST. FEES
Phase 1: Context	\$29,170
Phase 2: Planning	\$46,625
Phase 3: Implementation	\$24,205
Total	\$100,000

CITY OF STATESBORO



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



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

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

То:	Charles Penny, City Manager Jason Boyles, Assistant City Manager
From:	John Washington, Director - Public Works and Engineering Department
Date:	December 7, 2020
RE:	Proposal for Inert Landfill and Transfer Station Siting Study Public Works - Solid Waste Disposal Division

Policy Issue: Consideration of a contract with Golder Associates, Inc. (Golder) to provide professional services to meet permit requirements per Georgia Environmental Division (EPD).

Recommendation:

Approval of the attached proposal with Golder for professional engineering services to conduct a study to determine if there are better locations in the City of Statesboro/Bulloch County to develop a new inert landfill and transfer station.

Background:

Golder Associates, Inc. has been working with the City of Statesboro since 1993 at the Lakeview Road landfill. Golder supported City staff through the construction of the existing transfer station and the inert landfill at the Lakeview Road Landfill. The existing inert landfill at the Lakeview Road Landfill has a remaining capacity of approximately 5 to 7 years. The current site does not have sufficient soil for the cover materials required to operate the inert landfill and now must import soils as cover material. The existing transfer station is also now undersized after 24 years of use. The existing Lakeview Road Landfill site has limited space to expand both the inert landfill and transfer station and the City wishes to conduct a study to determine if there are better locations in the City of Statesboro/Bulloch County to develop a new inert landfill and transfer station. The work will be paid with funds from the solid Waste Division (SWD) Operating Income.

Budget Impact: Paid for with SWD Operating Income

Council Person and District: N/A (citywide)

Attachments: Proposal with Golder



June 18, 2020

Project No. 19127917

Mr. Jeff McCarty City of Statesboro 50 East Main Street Post Office Box 348 Statesboro, GA 30458

PROPOSAL FOR INERT LANDFILL AND TRANSFER STATION SITING STUDY CITY OF STATESBORO, GEORGIA

Dear Mr. McCarty,

Golder Associates Inc. (Golder) is pleased to provide you with this proposal to perform a siting study for a new inert landfill and transfer station for the City of Statesboro, Georgia. Golder has been working with the City of Statesboro since 1993 at the Lakeview Road landfill. We supported City staff through the implementation of the RCRA Subtitle D landfill rules which eventually led to the closure of the Lakeview Road Landfill, the construction of the existing transfer station and the inert landfill, and 20 years of post-closure care for the closed Lakeview Road Landfill.

Golder understands the existing inert landfill at the Lakeview Road Landfill has a remaining capacity of approximately 5 to 7 years. The current site does not have sufficient soil for the cover materials required to operate the inert landfill and now must import soils as cover material. The existing transfer station is also now undersized after 24 years of use. The existing Lakeview Road Landfill site has limited space to expand both the inert landfill and transfer station and the City wishes to conduct a study to determine if there are better locations in the City of Statesboro/Bulloch County to develop a new inert landfill and transfer station. This proposal provides Golder's scope of work and cost to complete the siting study.

SCOPE OF WORK

Golder will perform a siting study for a new inert landfill and transfer station in Bulloch County. We propose the following tasks to complete the work:

- Meeting with the City of Statesboro
- GIS siting exercise
- Reporting

These tasks are discussed in more detail in the following subsections.

Meeting with the City of Statesboro

Golder will meet with the City of Statesboro Engineering and Public Works staff to understand the additional needs the City may have beside those discussed herein. We will also discuss the additional siting criteria (beyond the Georgia EPD criteria) that should applied to the siting evaluation. Golder will document the decisions from the meeting and provide these to all attendees.

GIS Siting Study

Golder will utilize ArcGIS to perform a siting study for a new inert landfill and transfer station site. We will use readily available GIS shapefiles to evaluate important features for a new site such as soils, topography, parcel size, and proximity to transportation infrastructure. Based on the initial screening we will evaluate key locations against the Georgia EPD Inert Landfill Siting Criteria (dated May 2014) and rule out locations that do not satisfy the siting criteria. At the completion of the GIS Siting work, will present the results to the City of Statesboro via a teleconference to identify the top three locations. Thereafter, the top three locations will be evaluated further to determine potential layouts for the inert landfill and transfer station. Permitting needs for the top three sites (based on the GIS data) will also be evaluated.

Reporting

Golder will present the results of the Siting Study in a report. We will discuss the processes used in evaluating the sites and provide a recommendation for the top three sites. Permitting needs and benefits and challenges associated with each site will also be discussed. Conceptual layouts for the three sites with proposed locations of the inert landfill, borrow area, and transfer station will be developed. The estimated costs to acquire each site will be discussed, but costs to develop each site will not be evaluated.

SCHEDULE

Golder assumes this work will begin in the new fiscal year which starts on July 1, 2020. Upon notice to proceed, Golder will schedule a meeting with the City of Statesboro to be completed within two weeks. After this meeting Golder will develop the evaluation criteria and document this process within two weeks. After the City of Statesboro affirms the evaluation criteria, Golder will complete the GIS siting study within 1 month and present the results to the City to determine the top three sites. The top three sites will be further evaluated within 2 weeks and a Draft Report will be issued within 1 month of completing GIS Siting work. The total estimated time for the project is approximately 2.5 months.

ESTIMATE OF COST

Golder proposes to complete the Scope of Service described herein for a cost of \$34,925. The cost breakdown by project phase is provided in Table 1, attached to this proposal.

CONTRACT TERMS

Golder proposes to carry out the services identified in the preceding paragraphs using the Master Agreement for Consulting Services Contract which has been included as an attachment to this letter proposal. Please indicate you wish to retain Golder for this work by completing and returning the attached Master Agreement and the Proposal Acceptance form.

ASSUMPTIONS

This proposal is based on the following assumptions:

- No ground run topographic survey work will be performed.
- No design or permitting work will be performed.

CLOSING

We appreciate the opportunity to continue to work with the City of Statesboro on this project. Please call if you have any questions, require additional information, or if this proposal could be modified to better suit your needs.

Sincerely,

Golder Associates Inc.

They W. Lo

Gregg W. Hudock, PE Principal and Practice Leader

CC: Mr. John Washington – City of Statesboro Mr. Robert Seamans – City of Statesboro

Attachments: Table 1 – Estimate of Costs

https://golderassociates.sharepoint.com/sites/119316/project files/19127917 fy 2020/010_contract&proposal/inert landfill siting/inert landfill site proposal_20200618.docx





TABLE 1 - ESTIMATE OF COSTS CITY OF STATESBORO INERT LANDFILL AND TRANSFER STATION SITING STUDY BULLOCH COUNTY, GEORGIA

LA	BOR COSTS	Golder Associates Inc.																	
		Staff Administrative Support	Technician	Staff Technician	Senior Technician I	Senior Technician II	Draftsperson	Staff Draftsperson	Senior Draftsperson I	Senior Draftsperson II	Engineer/Scientist	Staff Engineer/Scientist	Project Engineer/Scientist	Senior Project Engineer/Scientist	Senior Engineer/Scientist	Senior Consultant	Practice/Program Leader	Та	sk Labor Total
Wo	rk Description / Rate	80	77	87	103	120	87	97	112	123	95	115	135	155	180	205	225		
1	Meeting with City of Statesboro											12					8		\$3,180.00
2	GIS Siting Study							30			40	80		40	4		8		\$24,630.00
3	Reporting & Recommendations	4										40			4		4		\$6,540.00
SUBTOTAL LABOR COSTS		4	0	0	0	0	0	30	0	0	40	132	0	40	8	0	20		\$34,350.00
DIRECT COSTS																			
Category/Units Rate			Unit						Quantity					-	Total				
1 Mileage \$ 0.575			.575	Mile					1000					\$	575.00				
SUBTOTAL DIRECT COSTS \$ 575.00								575.00											
													ΤΟΤ	AL PI	HAS	E CO	STS	\$	34,925

Notes:

1. Refer to Golder's proposal dated June 18, 2020



PROPOSAL NUMBER: _19127917	
RE: <u>Proposal for Inert Landfill and Transfer Sta</u>	tion Siting Study
SUBMITTED this <u>18th day of June</u> , 2020.	
BY: Gregg Hudock	, for Golder Associates Inc.
The Proposal dated <u>June 18 202</u> 0, attached here dated, comprise t	eto and the Golder Associates Inc. Master Services Agreement he entire agreement between Golder Associates Inc. and Client.
ACCEPTED thisday of	_, 20
BY:(Authorized Representative's Signature on Be	half of Client)
NAME: (Print or Type)	
TITLE: (Print or Type)	
FOR: Client Name and Address (Print or Type)	
Phone: Fax:	Email:
Please address invoices to:	Please address deliverables and notices to: Same as invoices: Yes / No, address to:
ATTN:	ATTN:
BY:(Authorized Representative's Signature on E	Behalf of Golder Associates Inc.)
NAME: (Print or Type)	
TITLE: (Print or Type)	





("CLIENT") and

GOLDER ASSOCIATES INC. ("GOLDER") agree this _____ day of _____, 20____ that the following terms and conditions will apply to any services, including subsequent services and changes, (collectively "Services") to be provided by GOLDER.

Authorization shall be given to GOLDER by the CLIENT for particular projects through: (a) a written proposal as prepared by GOLDER, with subsequent acceptance from CLIENT; (b) written instructions to GOLDER from CLIENT; or (c) oral instructions to GOLDER from CLIENT, followed by a written work order.

1. STANDARD OF CARE

Services performed by GOLDER will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other professionals currently practicing under similar conditions in the same locality, subject to the time limits and financial, physical or other constraints applicable to the Services. No warranty, express or implied is made.

2. INVOICES AND PAYMENT TERMS

- A. Unless otherwise specified in any proposal, GOLDER will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify GOLDER within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. Full payment is due prior to delivery of GOLDER's final deliverable. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum) compounded daily, or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then GOLDER shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by GOLDER in pursuit of past due payments.
- B. Where the cost estimate for the Services is "not to exceed" a specified sum, GOLDER shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.

3. CHANGES

CLIENT and GOLDER recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. Such changes shall change the Services, schedule, and/or the cost, as may be equitable under the circumstances. GOLDER shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. GOLDER shall prepare a change order request outlining the changes to the scope, schedule, and/or cost of the project. CLIENT has a duty to promptly consider the change order request and advise GOLDER in a timely manner in writing on how to proceed. If after a good faith effort by GOLDER to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then GOLDER shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT.

4. DELAYS AND FORCE MAJEURE

A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or conditions are encountered, Services under this Agreement may be delayed. CLIENT shall not hold GOLDER responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, governmental authorities, regulatory agencies, civil or labor unrest, acts of God, nature, or terror, disruptions of the Internet, GOLDER's electronic telecommunications or hosting services or any other events that are beyond the reasonable control of GOLDER. In the event of any such delays, the contract completion date shall be extended accordingly, and CLIENT shall pay GOLDER for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays.



B. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

5. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then GOLDER's obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). GOLDER will not be responsible for the independent conclusions, interpretations, interpretations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do GOLDER's Services include making any recommendation or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

6. INDEMNIFICATION

- A. To the maximum extent allowed by law, GOLDER agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to result directly from GOLDER's negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against GOLDER.
- B. To the maximum extent allowed by law, CLIENT shall, at all times, defend, indemnify and save harmless GOLDER and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of GOLDER, including but not limited to claims made by third parties, or any claims against GOLDER arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of GOLDER. Such indemnification shall not apply to the extent that such claims, damages, losses or expenses are finally determined to result directly from GOLDER's negligence.

7. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify GOLDER in writing of any deficiencies or suspected deficiencies arising directly or indirectly from GOLDER's negligent acts, errors or omissions. Failure by CLIENT to notify GOLDER shall relieve GOLDER of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and GOLDER agree that all liability arising directly or indirectly from this Agreement or the Services of GOLDER shall expire no later than one (1) year from the date of GOLDER's acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT agrees to limit the liability of GOLDER, its affiliates, and their respective employees, officers, directors, agents, consultants and subcontractors ("GOLDER Group") to CLIENT, its employees, officers, directors, agents, consultants and subcontractors, whether in contract, tort, or otherwise, which arises from GOLDER's acts, negligence, errors or omissions, such that the total aggregate liability of the GOLDER Group to all those named shall not exceed Fifty Thousand Dollars (\$50,000) or GOLDER's total fee for the Services rendered under this Agreement, whichever is greater.
- C. Neither party shall be responsible to the other for lost revenues, lost profits, cost of capital, claims of customers, loss of data or any other special, indirect, consequential or punitive damages.

8. INSURANCE

- A. GOLDER maintains insurance coverage with the following limits:
 - (i) Workers' Compensation in compliance with statutory limits

(ii)	Automobile Liability	
	Combined Single Limit	\$1,000,000
(iii)	Commercial General Liability:	
	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
(iv)	Professional Liability Insurance	

(IV) Professional Liability Insurance



Any One Claim	\$1,000,000
Policy Aggregate	\$3,000,000

B. CLIENT shall not require GOLDER to sign any document or perform any Service which in the judgment of GOLDER would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

9. PROFESSIONAL WORK PRODUCT

- A. The Services provided by GOLDER are intended for one time use only. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by GOLDER are considered its professional work product (the "Documents"). GOLDER retains all rights to the Documents.
- B. CLIENT understands and acknowledges that the Documents are not intended or represented by GOLDER to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without GOLDER's prior written permission. CLIENT agrees that any reuse unauthorized by GOLDER will be at CLIENT's sole risk and that CLIENT will defend, indemnify and hold GOLDER harmless from any loss or liability resulting from the reuse, misuse or negligent use of the Documents.

10. DATA AND INFORMATION

- A. Project Information. CLIENT shall provide to GOLDER all reports, data, studies, plans, specifications, documents and other information ("Project Information") which are relevant to the Services. GOLDER shall be entitled to rely upon the Project Information provided by CLIENT or others and GOLDER assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury or loss allegedly arising from errors, omissions, or inaccuracies in the Project Information. GOLDER will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on GOLDER's data, interpretations or recommendations.
- B. **Personal Information**. Each Party shall at all times comply with the requirements of applicable personal privacy legislation with respect to the collection, use and disclosure of personal information in connection with this Agreement. Client warrants that any such personal information (including personally identifiable information) was processed in compliance with all applicable laws.

11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for GOLDER, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for GOLDER to enter the site and perform Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

12. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological and other conditions that GOLDER interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the groundwater, or other hydrous body. GOLDER will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against GOLDER, and agrees to defend, indemnify and hold GOLDER harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise



as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens maybe disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, GOLDER will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by GOLDER and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste or materials from the project property site, and derived from GOLDER's performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and GOLDER is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that GOLDER shall be acting only as offeror or agent on behalf of CLIENT. It is understood and agreed that GOLDER is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against GOLDER and to defend, indemnify and hold GOLDER harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

14. CONTROL OF WORK AND JOB-SITE SAFETY

- A. GOLDER shall be responsible only for its activities and that of its employees and subcontractors. GOLDER's Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against GOLDER because of this Agreement or the performance or nonperformance of Services hereunder. GOLDER will not direct, supervise or control the work of other consultants and contractors or their subcontractors. GOLDER does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier or other entities furnishing materials or performing any work on the project.
- B. Insofar as job site safety is concerned, GOLDER is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. GOLDER shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of GOLDER, nor the presence of GOLDER or its employees and subcontractors, shall be construed to imply that GOLDER controls the operations of others or has any responsibility for job site safety.

15. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations and ordinances, with regard to public health and safety. While GOLDER performs the Services, it will endeavor to alert CLIENT to any matter of which GOLDER becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which GOLDER believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with applicable codes, standards, regulations or ordinances. If CLIENT decides to disregard GOLDER's recommendations in these respects, (i) GOLDER shall determine in its sole judgment if it has a duty to notify public officials, and (ii) GOLDER has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty.



16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as part of Project Information defined in Article 10, Data and Information, CLIENT shall furnish to GOLDER all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. GOLDER may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed GOLDER.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not GOLDER's, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against GOLDER and agrees to defend, indemnify and hold harmless GOLDER from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which GOLDER shall be fairly compensated.

17. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, GOLDER shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. GOLDER may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of GOLDER in completing such analyses, records and reports.

18. DISPUTES

- A. **Dispute Resolution by Senior Management**. Any controversy, claim, or disagreement arising out of or relating to this Agreement shall be referred to senior management of each Party for a resolution. If the senior management is able to resolve the dispute, such resolution shall be binding on the Parties. In the event the senior management is unable to resolve the dispute within thirty (30) business days (or such other period as the Parties may agree upon) of referral, each Party shall have the right to pursue any other rights or remedies that may be available at law or equity, subject to this Article.
- B. Litigation. If any aspect of the dispute must be decided in litigation, both parties agree that the exclusive venue for such a dispute shall be in the United States District Court for the Northern District of Georgia. If subject matter jurisdiction cannot be obtained in the United States District Court for the Northern District of Georgia, the exclusive venue shall be in the Superior Court of Cobb County, Georgia. Client agrees that it submits to the personal jurisdiction of the United States District Court for the Northern District of Georgia or, if applicable, the Superior Court of Cobb County, Georgia for disputes to be decided in litigation.
- C. Attorneys' Fees and Costs. In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending against the claim. The term "prevailing party" shall be defined as the party that recovers at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial. Conversely, any party defending a claim shall be determined the "prevailing party" if the party asserting a claim fails to recover at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial.

19. INTELLECTUAL PROPERTY

A. If the Services require GOLDER to provide CLIENT with the right to use or access proprietary GOLDER software, programs, information management solutions, hosting services, technology, designs, information or data ("GOLDER Products"), GOLDER grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the GOLDER Products for CLIENT's internal purposes, solely in connection with the Services. Except for this limited license, GOLDER expressly reserves all other rights in and to the GOLDER Products.



- B. GOLDER's Right to Use CLIENT Materials If the Services require CLIENT to provide GOLDER with the right to use or access proprietary CLIENT software, programs, technology, information or data ("CLIENT Products"), CLIENT grants GOLDER a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. Intellectual Property General GOLDER shall own all Intellectual Property (as hereinafter defined) associated with the Services and the GOLDER Products, together with any modifications, updates or enhancements to said Intellectual Property. GOLDER grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to GOLDER any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. "Intellectual Property" includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. GOLDER may use and publish the CLIENT's name and give a general description of the Services rendered by GOLDER for the purpose of informing other clients and potential clients of GOLDER's experience and qualifications.
- D. GOLDER shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of GOLDER shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If GOLDER performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless GOLDER and its officers, directors, agents and employees against all liability, cost, expense, attorneys' fees, claims, loss or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

20. INFORMATION MANAGEMENT

Some GOLDER Products may be offered to CLIENT via the Internet and some GOLDER Products may utilize wireless radio communications. Atmospheric, meteorological, topographical and other conditions can affect the performance of any wireless device, software or technology (including, but not limited to information management solutions, hosting services, ftp and extranet services), just as application size, traffic, bottlenecks and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of GOLDER and that GOLDER makes no representations or guarantees that CLIENT will be able to access any particular GOLDER Product at any given time without any error or interruption.

21. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.
- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. CLIENT acknowledges and agrees that GOLDER can retain subconsultants, who may be affiliated with GOLDER, to provide Services for the benefit of GOLDER. GOLDER will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages or other liabilities from GOLDER and not GOLDER's affiliated companies. To the maximum extent allowed by law, CLIENT acknowledges and agrees it will not have any legal recourse, and waives any expense, loss, claim, demand, or cause of action, against GOLDER's affiliated companies, and their employees, agents, officers and directors.
- D. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.



- E. All representations and obligations (including without limitation the obligation of CLIENT to indemnify GOLDER in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use GOLDER's name or any reference to the Services in any press release or public document without the express, written consent of GOLDER.
- F. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- G. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of Georgia unless the law of another jurisdiction must apply for this Agreement to be enforceable.
- H. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via facsimile machine, e-mail, regular mail, hand delivery or express courier addressed to CLIENT or GOLDER, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to GOLDER, with postage thereon fully prepaid if sent by mail or express courier.
- I. CLIENT represents and warrants that the individual signing the Proposal Acceptance Form is an authorized representative of CLIENT and has authority to bind the CLIENT.

22. AUTHORIZATION TO PROCEED

By signing below, CLIENT hereby authorizes GOLDER to proceed with the Services outlined in the Proposal and in accordance with this Agreement, which includes terms relating to *payment, limitation of liability, insurance and indemnity*, among many other important provisions. CLIENT also represents that any "purchase order" type document which CLIENT may issue subsequent to executing this Agreement, shall be for administrative or accounting purposes only, and that this Agreement shall supersede any such terms or conditions attached thereto in governing the performance of the Services.

	(CLIENT)
Signature	Signature
Name	Name
Title	Title
Date	Date
I have authority to bind the corporation.	I have authority to bind the corporation.
Please address invoices to:	Please address deliverables & notices* to: Same as invoices: Yes / No, address to:
ATTN:	ATTN:
Phone:	Phone:
Email:	Email:

GOLDER ASSOCIATES INC.

*All notices required or permitted to be given hereunder shall be in writing and shall be delivered in person, sent by facsimile machine, mailed, or emailed and properly addressed and stamped with the required postage to the intended recipient.



CITY OF STATESBORO



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

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

To:Charles Penny, City ManagerJohn Washington, Director - Public Works and Engineering Department

From: Jeff McCarty, Solid Waste Disposal Superintendent

Date: November 8, 2020

RE: Bid Award – Caterpillar 950M Waste Handler - Solid Waste Disposal Division

Policy Issue: Purchasing Policy

Recommendation:

Staff recommends the contract be awarded to Yancey Brothers for the purchase of a Caterpillar Wheel Loader per Sourcewell (formally NJPA) contract to Yancey Brothers in the amount of \$345,548.00.

Background:

The Wheel Loader is to be utilized in the Solid Waste Disposal Division of Public Works for operations at the transfer station. The Wheel Loader is funded in the amount of \$360,000.00 in the FY 2021 budget and is listed under CIP# SWD-11. Funds for this purchase will come from Solid Waste Disposal Operating Income. The machine will be outfitted with other safety equipment with the remainder of the funds as needed.

The Sourcewell Contract #032119-CAT meets all requirements, specifications and warranties necessary. This machine is on a 5 year/10 year rotation (front line/backup machine) to minimize the downtime and maintain operational efficiency due to the continuous work load at the transfer station. However, it is anticipated that the current backup transfer station wheel loader, a 2011 CAT wheel loader, will be transferred within the organization to replace a 1997 John Deere wheel loader.

Budget Impact: Reduce Maintenance Cost

Council Person and District: N/A (citywide)

Attachments:

Sourcewell Contract #032119-CAT

COUNCIL Phil Boyum, District 1

Paulette Chavers, District 2

Venus Mack, District 3

John Riggs, District 4 Shari Barr, District 5



August 10, 2020

CITY OF STATESBORO

ATTN: PUBLIC WORKS PO BOX 348 STATESBORO Georgia 30459-0348

RE: Quote 191896-02

Dear City of Statesboro,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

SOURCEWELL QUOTE, CONTRACT # 032119-CAT Maturity Date: 05/13/2023

Caterpillar, Inc. Model: 950M-BR Wheel Loaders

LANE 2 - AVAILABLE FROM PIRACICABA FACTORYLANE 3 - AVAILABLE FROM PIRACICABA FACTORYLANE 3 ORDER0P-9003INDUSTRIAL PACKAGE513-5391
LANE 3 ORDER 0P-9003
INDUSTRIAL PACKAGE 513-5391
LINKAGE, STANDARD LIFT 538-2776
COUNTERWEIGHT, 1460KG 393-0072
AIR INLET PRECLEANER, TRASH 365-0121
AXLES, LOCK/OPEN, ED, SG 366-9906
HYDRAULICS, 2V RC, STD/LOG/HL 501-0400
HYDRAULIC OIL, STANDARD 366-9912
STARTING, STANDARD 373-3910
LIGHTS, LED 522-3605
WINDOWS, STANDARD, FULL GUARD 493-9618
STEERING, WHEEL HMU 538-2796
JOYSTICK, 2V, HMU/FNR 539-6022
SEAT BELT, 3" 551-3397
MANUAL DIFF, HMU 384-7006

FILTRATION, STANDARD	505-1519
CAB TRIM, COMFORT (HMU)	538-2770
PRODUCT LINK, CELLULAR PLE641	434-0691
COOLING CORES, 6 FPI	521-9359
FAN, VPF, ANSI	513-5393
ANTIFREEZE, -34C (-29F)	371-7064
OMISSION, TIRES AND RIMS	0P-3647
FENDERS, NARROW	478-8371
HOOD, NON-METALLIC	336-0000
SOUND SUPPRESSION, INDUSTRIAL	488-1138
AUTOLUBE, STD/LOGGER	538-2789
FUEL ANTIFREEZE, -25C (-13F)	0P-3978
INSTRUCTIONS, ENGLISH	0P-3380
RADIO, AM/FM/USB/MP3 BLUETOOTH	372-1600
OBJECT DETECTION	486-9204
LIGHTS, REVERSING STROBE	513-2458
CPM PAYLOAD SOFTWARE	517-7123
GUARDS, LIGHT	485-4387
GUARD, TILT CYLINDER	360-8835
GUARD, HINGED, POWERTRAIN	399-4332
OMISSION, WORKTOOL	361-1437
FILM, WASTE	468-0171
STORAGE PROTECTION	0P-2918
PROTECTION, CYLINDER ROD	0P-3940
BKTA WLC ST 121" 8.0 YD3 PO	516-2981
23.5X25 CLASSIC SLICK	SETCO

Standard Equipment

POWERTRAIN

Engine, Cat C7.1 ACERT Torque converter, with lock-up clutch free wheel stator Tranmission countershaft, automatic, powershift (5F/3R) Pump transmission, split flow Productive Economy Mode (fuel consumption optimization) Brakes, full hydraulic enclosed wet-disc

HYDRAULICS

Load sensing system with variable displacement piston pump. Hoses, Caterpillar XT Couplings, Caterpillar O-ring face seal

ELECTRICAL

with Integrated Braking System (IBS) Brake wear indicators Fan drive hydraulic, electronically controlled, temperature sensing, on demand Fuel priming pump (electric) Fuel/Water separator Engine air intake with strata-tubes Parking Brake, disk & caliper

Hydraulic oil cooler (swing out) Oil sampling valves Remote diagnostic pressure taps Hydraulic Service Center Batteries (2), maintenance free 1400CCA

Starting and charging system (24V)

OPERATOR ENVIRONMENT

A-Post mounted membrane 16 switch keypad Climate control Bucket/Work tool function lockout **EH Parking Brake** Intermittent front wiper control Horn, electric Lights, cab dome (2) Radio ready (entertainment) includes antenna, speaker & converters (12V 10A) 3 receptacles, 12V Beverage holders (2) with storage compartment for cell phone/MP3 player Coat hooks (2) Sliding window **Ergonomic Cab Access** Sun visor, front Computerized monitoring system Front dash information display with: -Speedometer/Tachometer -Digital gear indicator -Temperatures: engine coolant, hydraulic oil. transmission oil -Fuel level Warning Indicators: -Temperatures: axle oil, engine intake manifold

OTHER STANDARD EQUIPMENT

Engine idle management system and auto idle shutdown Filters: fuel, engine air, engine oil, hydraulic oil, transmission Hitch, drawbar Kickout, lift & tilt, automatic Receptacle remote start (cables not included) Starter, electric, heavy duty Emergency shut-off switch Rear camera Electrical Service Center

-Pressures: engine oil, fuel pressure Hi/Low, primary steering oil, service brake oil -Battery voltage Hi/Low -Engine air filter restriction -Hydraulic oil filter restriction -Hydraulic oil level low -Parking brake -Transmission filter bypass Multi-function monitor: -180mm(7") color LCD touch-screen display -Rear-view camera image display (reverse travel activated) Machine utilization information: -Total fuel consumption -Average fuel burn rate -Engine fuel consumption -Total idle time -Total operating hours -Travel distance (odometer) -Total idle fuel -Total operating hours, neutral -Total operating hours with hydraulic filter in bypass

(adjustable) Sight gauges: engine coolant, hydraulic oil, and transmission oil level Lift and tie down points Articulation locking bar Parallel Z-bar lifting

SELL PRICE	345,548
EXT WARRANTY	Included
NET BALANCE DUE	345,548
TOTAL QUOTE PRICE	345,548

WARRANTY

Standard Warranty:12 months/unlimited hoursExtended Warranty:950-36 MO/10000 HR PREMIER (Tier 4), 3 YR/10000 HR TRAVEL TIME AND MILEAGE

F.O.B/TERMS:

Accepted by_____ on _____

Signature

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Robert Angel Machine Sales Representative