



December 20, 2022 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Phil Boyum
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 12-06-2022 Council Minutes
5. Consideration of a motion to approve a lease agreement to provide office space to Representative Rick Allen for an additional two years with no rent assessed.
6. Public Hearing and Consideration of a Motion to Approve: **APPLICATION SE 22-11-01**: Modestine Jones Harden requests a Special Exception from Article XXV of the Statesboro Zoning Ordinance in order to place a manufactured home on 0.33 acres at 433 Mincey Street.
7. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 22-11-02**: Habitat for Humanity of Bulloch County requests a Variance from Article VII-A, Section 703-A, Subsection A of the Statesboro Zoning Ordinance to allow for the development of a single-family home on a 0.12 acre property located on West Inman Street.
8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION SE 22-11-03**: Mike Crews request a Special Exception from Article IX, Section 901 of the Statesboro Zoning Ordinance, in order to relocate the Lion's Den barbershop to the existing building at 518 Gentilly Road.
9. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 22-11-04**: Ball Company LLC requests a Zoning Map Amendment from the R20/LI (Single-Family Residential/Light Industrial) zoning districts to the R-6 (Single-Family Residential) zoning district in order to construct approximately 69 single-family homes on 32.16 acres of property at Timber Road.
10. Consideration of a motion to approve **Resolution 2022-42**: A Resolution to approve an application for a grant by the Statesboro Police Department to the Governor's Office of Planning and Budget, Public Safety and Violence Crime reduction strategies in the amount of \$514,493.00 for the purchase of technological equipment.

11. Consideration of a motion to approve **Resolution 2022-43**: A Resolution to approve an application for a grant by the Statesboro Police Department to the Criminal Justice Coordinating Council in the amount of \$5,000.00 for the purchase of Naloxone (Narcan).
12. Consideration of a motion to approve **Resolution 2022-44**: A Resolution authorizing the Mayor to execute a Georgia Department of Transportation (GDOT) Local Maintenance & Improvement Grant (LMIG) application for the East Main sidewalk project.
13. Consideration of a motion to approve an agreement with the Bulloch County Fire Department for the use of the City's Fire Training Facilities.
14. Consideration of a motion to authorize the Mayor to execute a Memorandum of Understanding and Agreement between the City of Statesboro and Bulloch County for the bus stop shelter installation project.
15. Consideration of a motion to approve an intergovernmental agreement with the City of Claxton to provide mutual aid assistance for natural gas services.
16. Consideration of a Motion to approve a pay plan for the Statesboro Police Department and Compensation Adjustment for certified Public Safety employees and a \$3,000.00 pay adjustment for certified law enforcement and fire personnel and approve the use of \$818,844.00 in ARPA funds for the next 2 years.
17. Consideration of a motion to award a contract for engineering design of the N. College Street Sidewalk Improvements project to TR Long Engineering, P.C. in the amount of \$41,635.00. The project will be paid from 2018 TSPLOST funds.
18. Consideration of a motion to award a contract for engineering design of the N. Zetterower Street Sidewalk Improvements project to TR Long Engineering, P.C. in the amount of \$42,380.00. The project will be paid from 2018 TSPLOST funds.
19. Consideration of a motion to award a contract for engineering design of the Max Lockwood Drive Roadway Improvements project to TR Long Engineering, P.C. in the amount of \$47,440.00. The project will be paid from 2018 TSPLOST funds.
20. Consideration of a motion to award a contract to Jet-Vac Equipment Company Inc. for the purchase of a Jet Vac 900-ECO Truck Mounted Sewer Cleaning Truck per Sourcewell cooperative purchasing contract in the amount of \$440,000.01. This item to be purchased with funds approved in the 2023 CIP Budget, item #WWD-77, funded by system revenues.
21. Consideration of a motion to award the purchase of 300 Water Meter Boxes to Core & Main in the amount of \$73,173.00. To be purchased with funds approved in 2023 Operating Budget funded with system revenues.
22. Other Business from City Council

23. City Managers Comments

24. Public Comments (General)

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

26. Consideration of a Motion to Adjourn



CITY OF STATESBORO
COUNCIL MINUTES
DECEMBER 06, 2022

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Mayor Pro Tem Shari Barr gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

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

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

3. Recognitions / Public Presentations:

A) Presentation of a retirement award to Tammy Rushing (Administrative Assistant) who is retiring effective January 1, 2023, after 30 years of service.

Mayor Jonathan McCollar presented a retirement award to the City of Statesboro Public Works Administrative Assistant, Tammy Rushing, who is retiring after 30 years of service.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 11-15-2022 Council Minutes

A motion was made to approve the consent agenda.

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

6. Public Hearing and consideration of a motion to approve an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13 (a):

**Patel 3190 LLC d/b/a OK Food Mart
3190 Northside Drive West
Statesboro, GA 30458
License Type: Package Sales – Beer and Wine Only**

A Motion was made to open the public hearing.

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

No one spoke for or against the request.

A Motion was made to close the public hearing.

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

A Motion was made to approve an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13 (a): issued to Patel 3190 LLC d/b/a OK Food Mart 3190 Northside Drive West Statesboro, GA 30458 License Type: Package Sales – Beer and Wine Only.

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

7. Consideration of a motion to adopt Resolution 2022-40: A Resolution accepting the right of way of “Quail Run Drive” as a public street to be owned and maintained by the City of Statesboro.

A motion was made to adopt **Resolution 2022-40**: A Resolution accepting the right of way of “Quail Run Drive” as a public street to be owned and maintained by the City of Statesboro.

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

8. Consideration of a motion to approve Resolution 2022-41: A Resolution approving the submission of a Community Home Investment Program (CHIP) grant application to the Georgia Department of Community Affairs and commitment of matching funds.

A motion was made to approve **Resolution 2022-41**: A Resolution approving the submission of a Community Home Investment Program (CHIP) grant application to the Georgia Department of Community Affairs and commitment of matching funds.

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

9. Consideration of a motion to approve a lease agreement to provide office space to Representative Rick Allen for an additional two years with no rent assessed.

A Motion was made to approve a lease agreement to provide office space to Representative Rick Allen for additional two years with no rent assessed.

RESULT:	Motion Failed due to the lack of a second
MOVER:	Councilmember John Riggs
SECONDER:	
AYES:	
ABSENT	

Councilmember Paulette Chavers asked why this lease agreement is free.
 Councilmember Phil Boyum stated that is a reasonable question and wants to know if Representative Rick Allen is receiving free resources across the district.
 City Manager Charles Penny stated that is an excellent question and that the lease does not expire until January 2, 2023 and we have another meeting in two weeks. We can certainly get those answers and report back.

A motion was made to table this item until the December 20th Council meeting.

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

10. Consideration of a motion to award a contract to Y-Delta Inc. in the amount to \$1,632,370.04 for the installation of water and sewer mains at the Bruce Yawn Commerce Park to serve Aspen Aerogels. To be paid for with funds approved in the FY2023 CIP Budget item #WWD-154, using system revenue and grant proceeds.

A motion was made to award a contract to Y-Delta Inc. in the amount to \$1,632,370.04 for the installation of water and sewer mains at the Bruce Yawn Commerce Park to serve Aspen Aerogels. To be paid for with funds approved in the FY2023 CIP Budget item #WWD-154, using system revenue and grant proceeds.

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

11. Other Business from City Council:

Councilmember Phil Boyum made a comment on the last award stating he wants to be clear as we're talking about Hyundai and the growth of this region. We need to be absolutely clear that Aspen does not come without utilities, roads connected to that site. Without it they would not be coming, you have got to have utilities. It is literally step one of economic development. When we talk about the growth and opportunities in our community, water, sewer, natural gas, roads, railroads are all important. Without those basic utilities we don't have commercial retail, big residential developments or industrial developments. These are long term projects that started years ago. We are faced with similar decisions that will grow over the next 10 to 15 years but those decisions need to be in just the next few months. We have to collaborate and work together as a community.

Councilmember Venus Mack announced that the applications are open for the Statesboro Business Commission. If any business owner who is registered with the City of Statesboro is interested, applications are available until December 16th at 5pm.

Mayor Pro Tem Shari Barr congratulated and thanked Allen Muldrew and Elaina McLendon for another fabulous holiday celebration at the First Friday event last Friday. She also announced that the Healthy Boro Committee will have a pop up vaccination clinic at the Statesboro Regional Library on December 17, 2022 from 10 am – 12 pm.

Councilmember Phil Boyum asked how we could get a road sign for the edge of town recognizing Tormenta FC for winning the National Championship. He also stated that it may be time for us to revisit raising the Hotel/Motel tax from 6 percent to 8 percent. However we can't just pass it, it has to go to the state legislature and we don't need to get this to our local representatives in the spring. We have a work session coming up and the SCVB has a presentation they could present at that time.

Mayor Jonathan McCollar encourages everyone to get out and vote today.

12. City Managers Comments

City Manager Charles Penny introduced Village Builder Coordinator LaSara Mitchell. He also announced the kick off for the Toy Drive. The toys will be distributed from the Boys and Girls Club on Sunday December 18th. We will accept gifts at City Hall through the 15th and on the 16th and 17th we will prepare them from distribution.

13. Public Comments (General): None

14. 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).

No Executive Session was held.

15. Consideration of a Motion to Adjourn

Councilmember Phil Boyum commented for people to check out the big chair that was installed at the beginning of the Willie McTell trail across the street. It was built by the Business Innovation Group and donated it to the City. It was installed during the Christmas parade.

A motion was made to adjourn.

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

The meeting was adjourned at 9:36 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 14, 2022

RE: December 20, 2022 City Council Agenda Items

Policy Issue: *Lease agreement to provide office space to Representative Rick Allen for an additional two years with no rent assessed.*

Recommendation: Consideration

Background: City has traditionally provided office space in City Hall to our Congressional representative free of charge. This lease would continue the placement of the office in City Hall through Rep Allen's upcoming two year term in the U.S. House of Representatives. Prior consideration to consider this lease agreement was tabled at the December 6, 2022 meeting with directive to Staff to conduct research regarding typical Congressional lease provisions.

Budget Impact: None

Council Person and District: All

Attachments: Proposed lease agreement and referenced Staff research

CITY OF STATESBORO

COUNCIL

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



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

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

To: Charles Penny, City Manager

From: Olympia Gaines, Assistant to the City Manager

Date: December 6, 2022

RE: Allen Lease

At the December 6, 2022 Council Meeting, the Mayor and Council asked the staff to research the terms and conditions of lease agreements with other jurisdictions that provide an office space for the congressional district seat to determine if any fees were assessed.

The City of Dublin and the City of Vidalia were both contacted and both jurisdictions have stated they do not charge a fee for the use of the space.

Olympia Gaines
Assistant to the City Manager

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 118th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from January 3, 2021 to January 2, 2023 for the lease of office space located at 50 E. Main Street in the city, state and ZIP of Statesboro, GA 30458.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 2025. (This District Office Lease Amendment (“Amendment”) may not provide for an extension beyond January 2, 2025, which is the end of the constitutional term of the 118th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be -0-. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].

NONE

4. **District Office Lease Attachment for 118th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 118th Congress and the District Office Lease Attachment for the 118th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Amendment
(Page 2 of 2 – 118th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

City of Statesboro

Rep. Rick W. Allen

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Name:

Title:

Date

Date

This District Office Lease Amendment must be accompanied with an executed District Office Lease Attachment.

District Office Lease Attachment

(Page 2 of 5 – 118th Congress)

SECTION B (Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days’ prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee’s successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice

District Office Lease Attachment

(Page 3 of 5 – 118th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 118th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at FCLeasePayments@mail.house.gov, and with Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at leases@mail.house.gov.
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

District Office Lease Attachment

(Page 4 of 5 – 118th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

District Office Lease Attachment

(Page 5 of 5 – 118h Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Statesboro
Print Name of Lessor/Landlord

Rep. Rick W. Allen
Print Name of Lessee

By: _____
Lessor Signature

Lessee Signature

Name:

Title:

Date

Date

From the Member's Office, who is the point of contact for questions?
Name Diane Morgan Phone ((706)228-1980 E-mail diane.morgan@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: December 7, 2022

RE: December 20, 2022 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Special Exception*

Recommendation: Planning Commission recommends Approval of the Special Exception Requested by SE 22-11-01.

Background: Modestine Jones Harden requests a Special Exception from Article XXV of the Statesboro Zoning Ordinance in order to place a manufactured home on 0.33 acres at 433 Mincey Street (Tax Parcel # S35 000017 000).

Budget Impact: None

Council Person and District: Boyum (District 1)

Attachments: Development Services Report (SE 22-11-01)



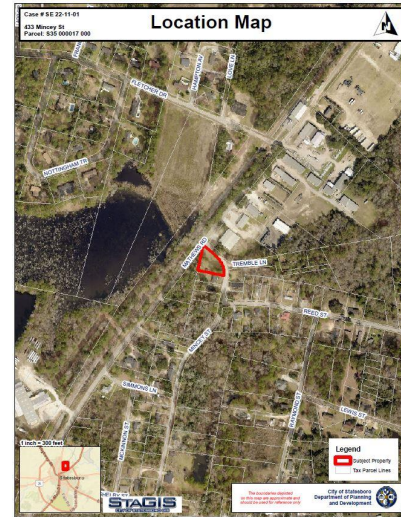
ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**SE 22-11-01
SPECIAL EXCEPTION REQUEST
433 MINCEY STREET**

LOCATION:	433 Mincey Street
EXISTING ZONING:	R10 (Single-Family Residential)
ACRES:	0.33 acres
PARCEL TAX MAP #:	S35 000017 000
COUNCIL DISTRICT:	District 1 (Boyum)
EXISTING USE:	Vacant Lot
PROPOSED USE:	Manufactured House



PETITIONER Modestine Jones-Harden
ADDRESS 10 Packinghouse Road #706, Statesboro, GA 30458

REPRESENTATIVE Same As Above
ADDRESS

PROPOSAL
The applicant requests a special exception to locate a manufactured home on a 0.17 acre property located on Mincey Street. Manufactured dwelling units are not permitted in the R10 (Single-Family Residential) zoning district unless granted a special exception by the City Council.
STAFF/PLANNING COMMISSION RECOMMENDATION
<u>SE 22-11-01 CONDITIONAL APPROVAL</u>

Case # SE 22-11-01
433 Mincey St
Parcel: S35 000017 000

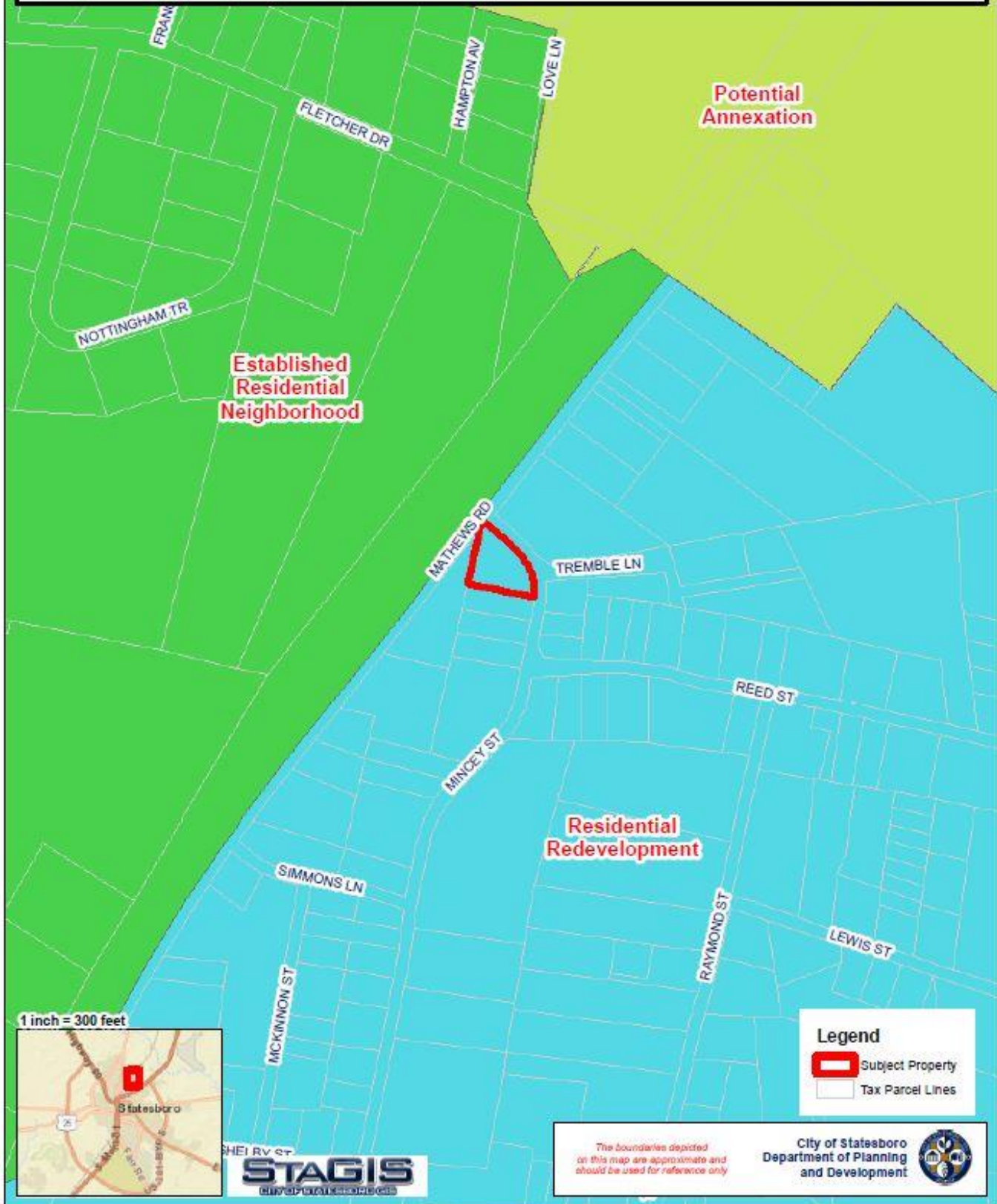
Location Map





Case # SE 22-11-01
433 Mincey St
Parcel: S35 000017 000

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: LI (Light Industrial)	Warehouse
Northeast	Location Area #2: R10 (Single Family Residential)	Vacant Lot
East	Location Area #3: R10 (Single Family Residential)	Shopping Center
Northwest	Location Area #4: R20 (Single-Family Residential)	Agricultural Land
Southeast	Location Area #5: R10 (Single Family Residential)	Single-Family Residential Dwelling
South	Location Area #6: R10 (Single Family Residential)	Single-Family Residential Dwelling
Southwest	Location Area #7: R10 (Single Family Residential)	Single-Family Residential Dwelling
West	Location Area #8: R10 (Single Family Residential)	Vacant Lot

SUBJECT SITE

The subject site is a historically undeveloped land lot with a small shed on 0.33 acres. The general housing stock in the area is a mix of stick built and manufactured housing in various states of repair.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of both the “Residential Redevelopment” which is defined as an area that has most of its original housing stock in place, but has worsening housing conditions due to low rates of home ownership and neglect of property maintenance.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently served by City utilities.

CONDITIONAL ZONING STANDARDS OF REVIEW

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

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

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

- There have been no plans submitted showing that the addition of this structures would adequately reduce negative impacts on the parcel.

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

- Plans have not been submitted showing the movement of pedestrians in the area. Currently, there are no sidewalks in the area, and it is unknown what the traffic volume is at this time

(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.

- There is sufficient space on the parcel to provide the required 2 parking spaces for a single family home

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

- Public utilities are available throughout the area, but the specific availability on this parcel has not yet been determined.

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

- An appraisal has not been conducted, but it is likely that the level of property values would decrease in the area, as there are a number of stick built single-family homes in the area of varying values.

(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.

- Although an updated survey has been provided for the parcel, specific plans have not yet been submitted to determine the location of the building.

(G) Approval of a proposed use by the Mayor and City Council does not constitute [an] approval for future expansion of or additions or changes to the initially approved operation. Any future phases or changes that are considered significant by the Planning Commission and not included in the original approval are subject to the provisions of this section and the review of new detailed plans and reports for said alterations by the governing authority.

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

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

- The proposed use is generally consistent with the subject site's character area ("Residential Redevelopment") based on the use, as stated in the *2019 – 2029 Comprehensive Master Plan*. Concerns regarding further deterioration of the area should be noted.

Subject Property



Northern Property



Eastern Property



Southern Property



STAFF RECOMMENDATION

Staff recommends **Approval of SE 22-11-01**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this special exception does not grant the right to develop on the property without adherence to the City Code and approval by the Department of Planning & Development.

At the regularly scheduled meeting of the Planning Commission on Tuesday, December 6 2022, the Commission recommended approval of the application and associated conditions with a 4-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: December 7, 2022

RE: December 20, 2022 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Variance Request*

Recommendation: Planning Commission recommends Approval of the Variance Requested by V 22-11-02.

Background: Habitat for Humanity of Bulloch County requests a Variance from Article VII-A, Section 703-A, Subsection A of the Statesboro Zoning Ordinance to allow for the development of a single-family home on a 0.12 acre property located on West Inman Street (Tax Parcel S19 000092 001).

Budget Impact: None

Council Person and District: Chavers (District 2)

Attachments: Development Services Report (V 22-11-02)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**V 22-11-02
ZONING VARIANCE REQUEST
WEST INMAN STREET**

LOCATION:	West Inman Street
EXISTING ZONING:	R-6 (Single-Family Residential)
ACRES:	0.12 acres
PARCEL TAX MAP #:	S19 000092 001
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Vacant Lot
PROPOSED USE:	Single-Family Home



PETITIONER Habitat for Humanity of Bulloch County
ADDRESS P.O. Box 1253, Statesboro GA 30459

REPRESENTATIVE Kathy Jenkins
ADDRESS Same As Above

PROPOSAL

The applicant requests a variance from the lot area requirements of Article VII-A, Section 703-A (1), of the *Statesboro Zoning Ordinance* to allow for the construction of a single-family home on West Inman Street.

PLANNING COMMISSION RECOMMENDATION

V 22-11-02 CONDITIONAL APPROVAL

Case # V 22-11-02

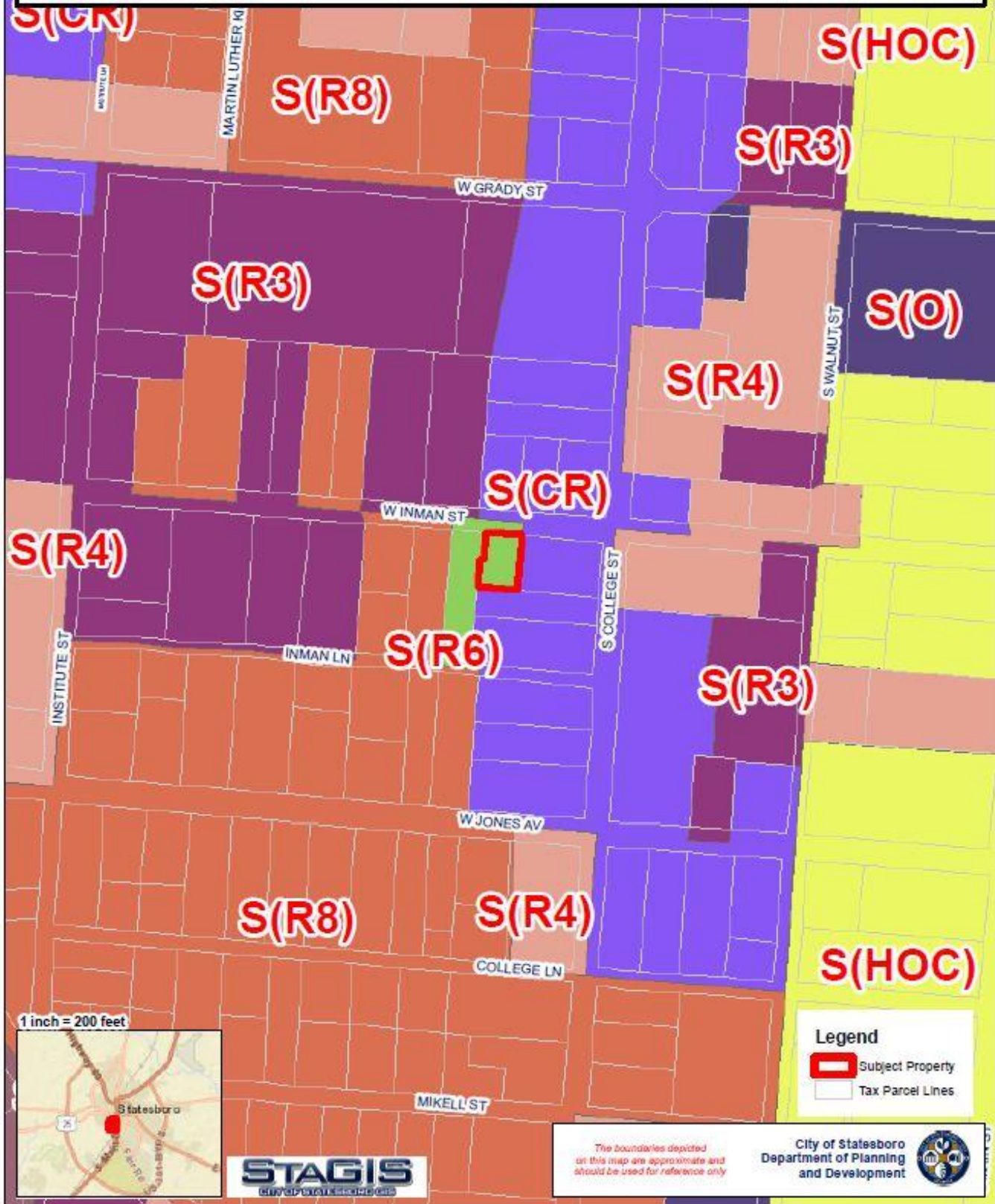
West Inman St
Parcel: S19 000092 001

Location Map



Case # V 22-11-02
West Inman St
Parcel: S19 000092 001

Current Zoning Map





1 inch = 200 feet



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

Legend

-  Subject Property
-  Tax Parcel Lines

City of Statesboro
Department of Planning
and Development



Case # V 22-11-02

West Inman St
Parcel: S19 000092 001

Future Landuse Map



Residential
Redevelopment

Downtown

Commercial
Redevelopment
Area # 1

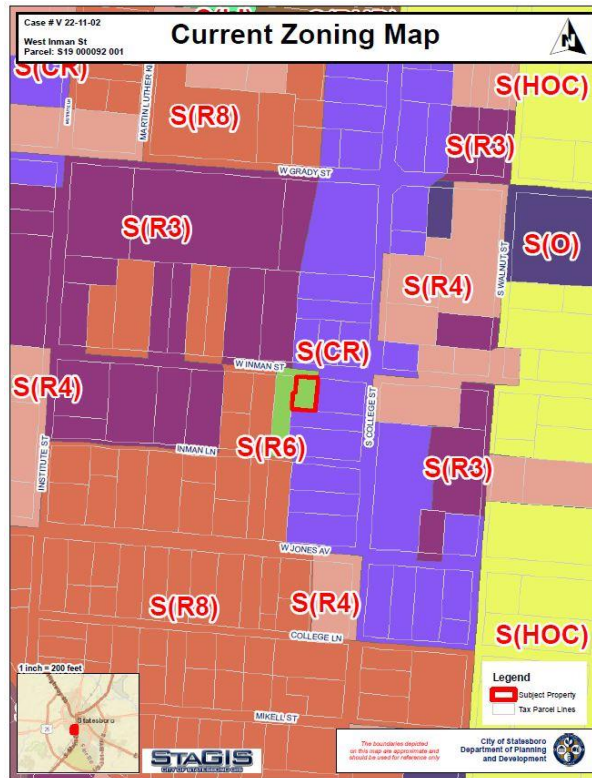
1 inch = 200 feet



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

City of Statesboro
Department of Planning
and Development





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: CR (Commercial Retail)	Single-Family Dwelling
Northeast	Location Area #2: CR (Commercial Retail)	Single-Family Dwelling
East	Location Area #3: Cr (Commercial Retail)	Single-Family Dwelling
Northwest	Location Area #4: R-3 (Medium-Density Multiple Family Residential)	Single-Family Dwelling
Southeast	Location Area #5: R-8 (Single-Family Residential)	Single-Family Dwelling
South	Location Area #6: CR (Commercial Retail)	Single-Family Dwelling
Southwest	Location Area #7: R-8 (Single-Family Residential)	Single-Family Dwelling
West	Location Area #8: R-6 (Single-Family Residential)	Single-Family Dwelling

SUBJECT SITE

The subject site is a 0.12 (5227.2 square foot) acre undeveloped lot. The applicant is seeking to construct a new single-family home on the property for sale to an eligible homeowner. As per Section 703-A of the ordinance, lots in the R-6 district must be no smaller than 6,000 square feet.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Downtown” character area, which is a historic area and should be redeveloped to promote pedestrian activity.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property has available city water and sewer.

ZONING VARIANCE STANDARDS OF REVIEW

The *Statesboro Zoning Ordinance* provides for the award of variances by the City Council from the zoning regulations, stating that “approval of a variance must be in the public interest, the spirit of the ordinance must be observed, public safety and welfare secured, and substantial justice done.” Article XVIII, Section 1801 of the *Statesboro Zoning Ordinance* states that the Mayor and Council [should] consider if the following are true in its consideration of a variance request:

- 1. There are special conditions pertaining to the land or structure in question because of its size, shape, topography, or other physical characteristic and that condition is not common to other land or buildings in the general vicinity or in the same zoning district;**
 - The lot has not been developed, and appears to have been legally subdivided prior to purchase by the owner. At this time, the property would not be considered buildable without the application of a variance.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
 - The limited buildable space on the lot but the lot is located in an area that has mixed zoning designations, and similar uses. Historically, lots on the West side of town have been inappropriately zoned for their uses and many lots are undersized for the current ordinance.
- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
 - Adherence to the ordinance in this circumstance would make this lot undevelopable for even the lowest intensity use in the City.

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

- There would be no substantial detriment to the public.

In analyzing all requests, care should be taken to ensure that development 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 "Downtown" as stated in the *2019 – 2029 Comprehensive Master Plan*, as the area still has the historic housing stock in place and should be redeveloped to allow for easy proximity to the other areas of downtown.

Subject Property



Eastern Property



Western Property



Northern Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval V 22-11-02**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this variance does not grant the right to begin construction. All building must be reviewed and approved by the City.

At the regularly scheduled meeting of the Planning Commission on Tuesday, December 6 2022, the Commission recommended approval of the application and associated conditions with a 4-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: December 7, 2022

RE: December 20, 2022 City Council Agenda Items

Policy Issue: *Statesboro Zoning Ordinance: Special Exception*

Recommendation: Planning Commission recommends Approval of the Special Exception Requested by SE 22-11-03.

Background: Mike Crews request a Special Exception from Article IX, Section 901 of the Statesboro Zoning Ordinance, in order to relocate the Lion's Den barbershop to the existing building at 518 Gentilly Road (Tax Parcel # S53 000058D000).

Budget Impact: None

Council Person and District: Mack (District 3)

Attachments: Development Services Report (SE 22-11-03)



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

**SE 22-11-03
SPECIAL EXCEPTION REQUEST
518 Gentilly Road**

LOCATION:	518 Gentilly Road
EXISTING ZONING:	O (Office)
ACRES:	0.1 acres
PARCEL TAX MAP #:	S53 000058D000
COUNCIL DISTRICT:	District 3 (Mack)
EXISTING USE:	N/A
PROPOSED USE:	Barber Shop



PETITIONER Mike Crews
ADDRESS 518 Gentilly Road, Statesboro, GA 30458

REPRESENTATIVE Same As Above
ADDRESS



PROPOSAL
The applicant requests a special exception to relocate a barbershop in a multitenant building located on Gentilly Road. Barbershops are not permitted in the O (Office) zoning district unless granted a special exception by the City Council.
STAFF/PLANNING COMMISSION RECOMMENDATION
<u>SE 22-11-03 CONDITIONAL APPROVAL</u>

Case # SE 22-11-03
518 Gentilly Rd
Parcel: S53 000058D000

Location Map



Legend

-  Subject Property
-  Tax Parcel Lines

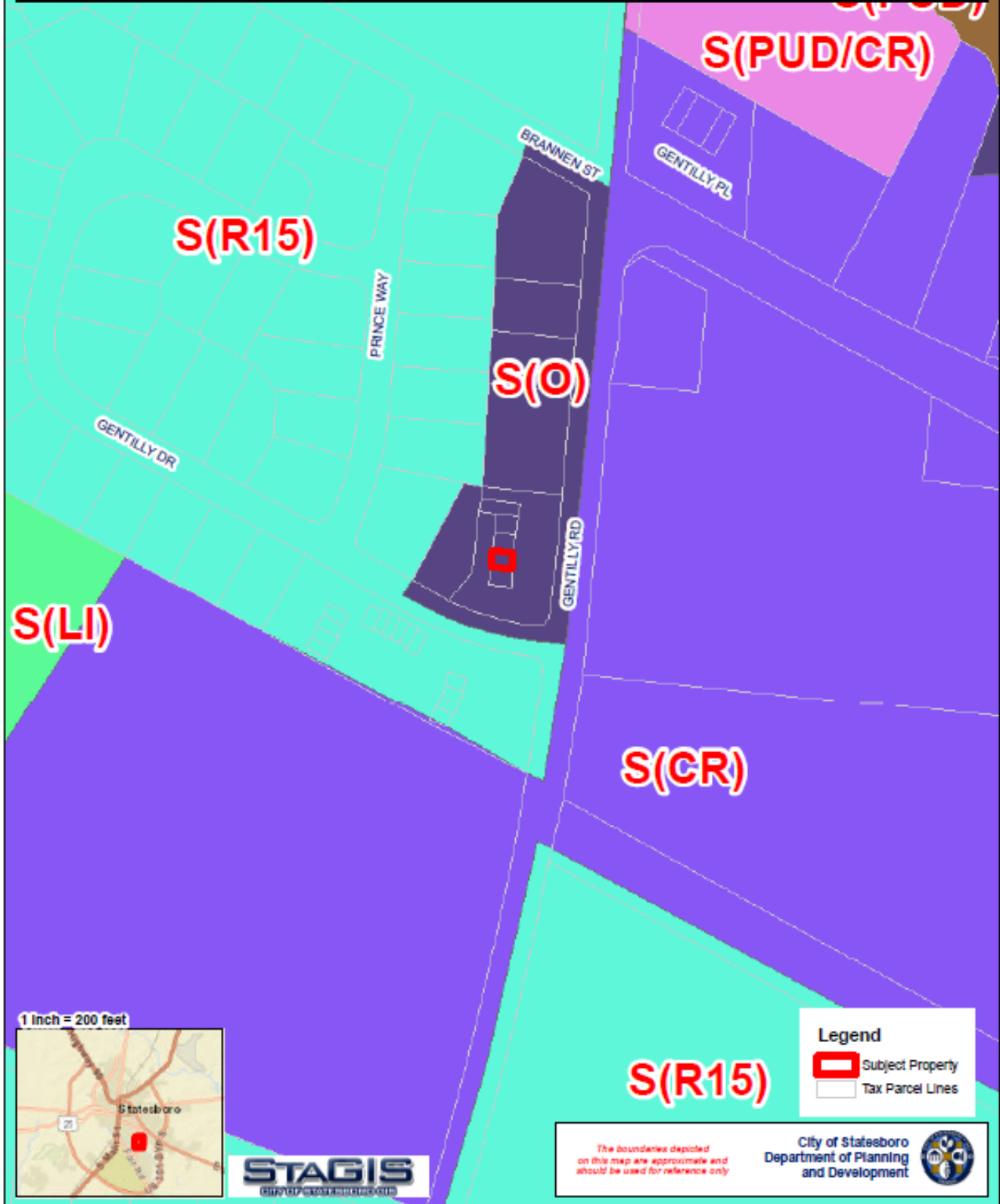
The boundaries depicted on this map are approximate and should be used for reference only

City of Statesboro
Department of Planning and Development



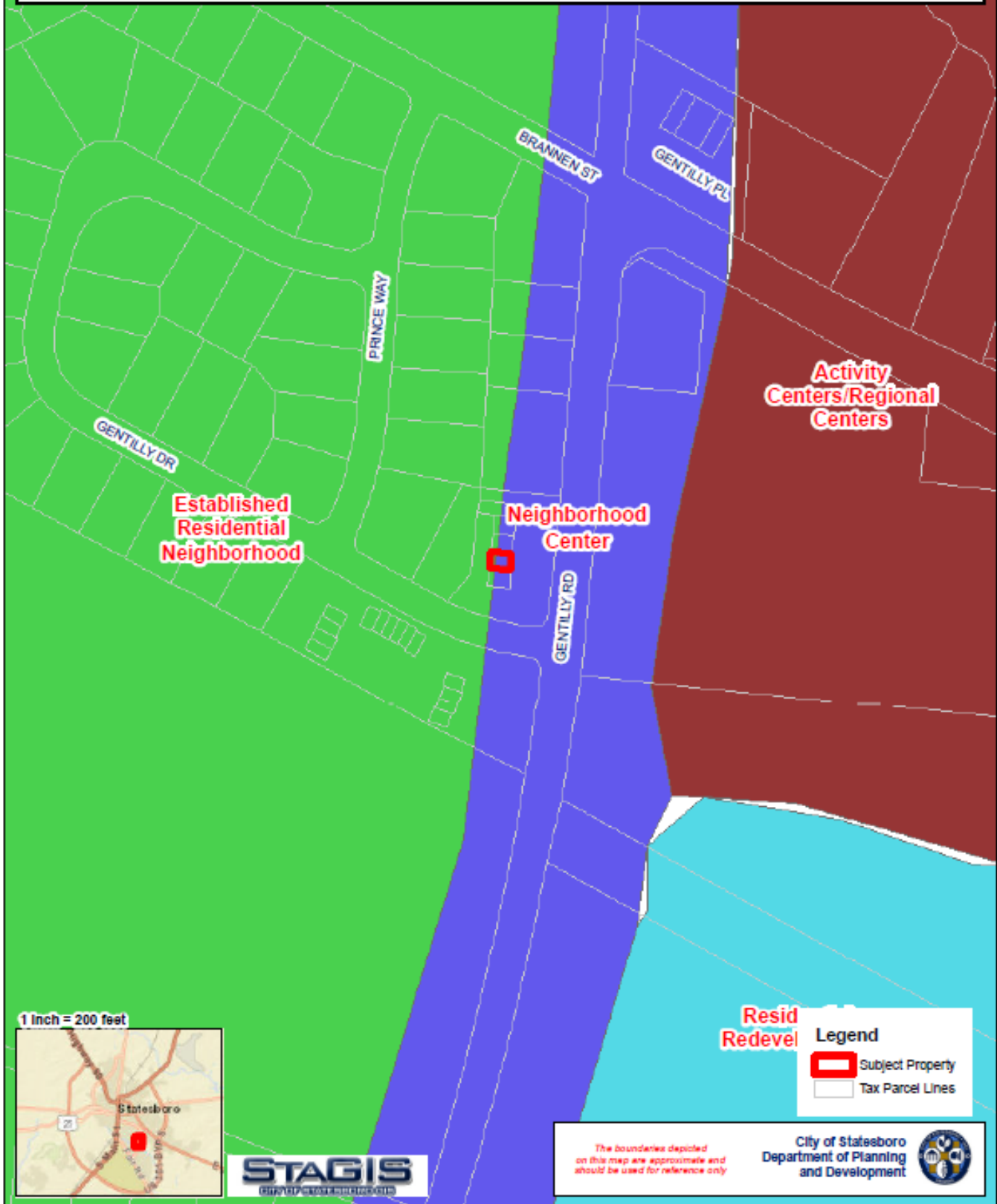
Case # SE 22-11-03
518 Gentilly Rd
Parcel: S53 000058D000

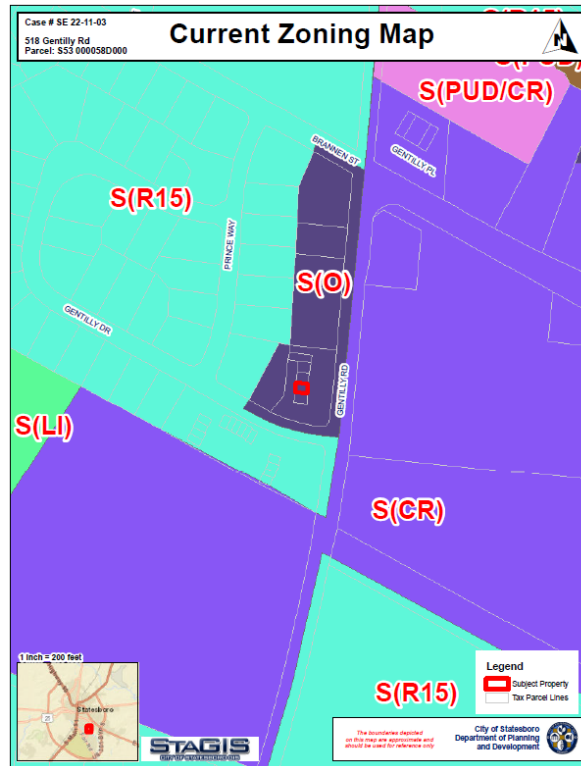
Current Zoning Map



Case # SE 22-11-03
518 Gentilly Rd
Parcel: S53 000058D000

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: O (Office)	Dentist Office
Northeast	Location Area #2: O (Office)	Therapy Office
East	Location Area #3: CR (Commercial Retail)	Shopping Center
Northwest	Location Area #4: R-15 (Single-Family Residential)	Single-Family Residential Dwelling
Southeast	Location Area #5: R-15 (Single-Family Residential)	Apartment Building
South	Location Area #6: O (Office)	Insurance and Tax Agency
Southwest	Location Area #7: R-15 (Single-Family Residential)	Apartment Building
West	Location Area #8: O (Office)	Single-Family Residential Dwelling

SUBJECT SITE

The subject site is multitenant business building contained on 0.1 acres. The Lion's Den Barbershop has been located in this building for over 20 years. Generally, this use would not be permitted in the Office zoning district, but was legally non-conforming in the unit it was in. Because the building is split into multiple parcels based on the individual units, the legally non-conforming status of the site would not apply.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of both the "Neighborhood Center" which is defined as an area that has a blend of lower to medium density residential and commercial, personal service, and offices that are neighborhood scale in size and intensity.

ENVIRONMENTAL SITE ANALYSIS

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

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently served by City utilities.

CONDITIONAL ZONING STANDARDS OF REVIEW

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

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

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

- There would be no adverse impact at this location.

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

- It is assumed that traffic in the area would not experience any significant change.

(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 parking lot already exists, and it is unlikely that the density of parking would change as a result of this exception.

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

- Public utilities are available in the area, but it should not affect the levels of service.

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

- An appraisal has not been conducted, but it is likely that the level of property values would not significantly change. The character of the neighborhood would not change due to the business relocation.

(F) Unless otherwise noted, the site plan submitted in support of an approved conditional use shall be considered part of the approval and must be followed.

- No plans have been submitted with this application as the building already exists.

(G) Approval of a proposed use by the Mayor and City Council does not constitute [an] approval for future expansion of or additions or changes to the initially approved operation. Any future phases or changes that are considered significant by the Planning Commission and not included in the original approval are subject to the provisions of this section and the review of new detailed plans and reports for said alterations by the governing authority.

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

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

The proposed use is generally consistent with the subject site's character area ("Neighborhood Center") based on the use, as stated in the *2019 – 2029 Comprehensive Master Plan*. In addition, this use is not any significant change with the uses currently in the area.

Subject Property



Northern Property



Eastern Property



Southern Property



STAFF RECOMMENDATION

Staff recommends **Approval of SE 22-11-03**. 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 special exception does not grant the right to develop on the property without adherence to the City Code and approval by the Department of Planning & Development.

At the regularly scheduled meeting of the Planning Commission on Tuesday, December 6 2022, the Commission recommended approval of the application and associated conditions with a 4-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Planning & Housing Administrator

Date: December 7, 2022

RE: December 20, 2022 City Council Agenda Items

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

Recommendation: Planning Commission recommends Approval of the Zoning Map Amendment Requested by RZ 22-11-04.

Background: Ball Company LLC requests a Zoning Map Amendment from the R20/LI (Single-Family Residential/Light Industrial) zoning districts to the R-6 (Single-Family Residential) zoning district in order to construct approximately 69 single-family homes on 32.16 acres of property at Timber Road (Tax Parcel # MS38000068 001).

Budget Impact: None

Council Person and District: Mack (District 2)

Attachments: Development Services Report (RZ 22-11-04)



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)

**RZ 22-11-04
 ZONING MAP AMENDMENT
 TIMBER ROAD**

LOCATION:	Timber Road
EXISTING ZONING:	R-20/CR (Single-Family Residential/Commercial Retail)
ACRES:	32.16 Acres
PARCEL TAX MAP #:	MS38000068 001
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Wooded Lot
PROPOSED USE:	Single-Family Subdivision



PETITIONER Ball Company, LLC
ADDRESS 490 Turner Road; Statesboro GA, 30458

REPRESENTATIVE Evan Bennett
ADDRESS 321 Commercial Drive; Savannah GA, 31406

PROPOSAL

The applicant requests a zoning map amendment from the R-20 (Single-Family Residential) zoning district to the R-6 (Single-Family Residential) zoning district, in order to construct an approximately 69 unit single-family subdivision on the site.

STAFF/PLANNING COMMISSION RECOMMENDATION

RZ 22-11-04 CONDITIONAL APPROVAL

Case # RZ 22-11-04
Timber Rd
Parcel: MS38000068 001

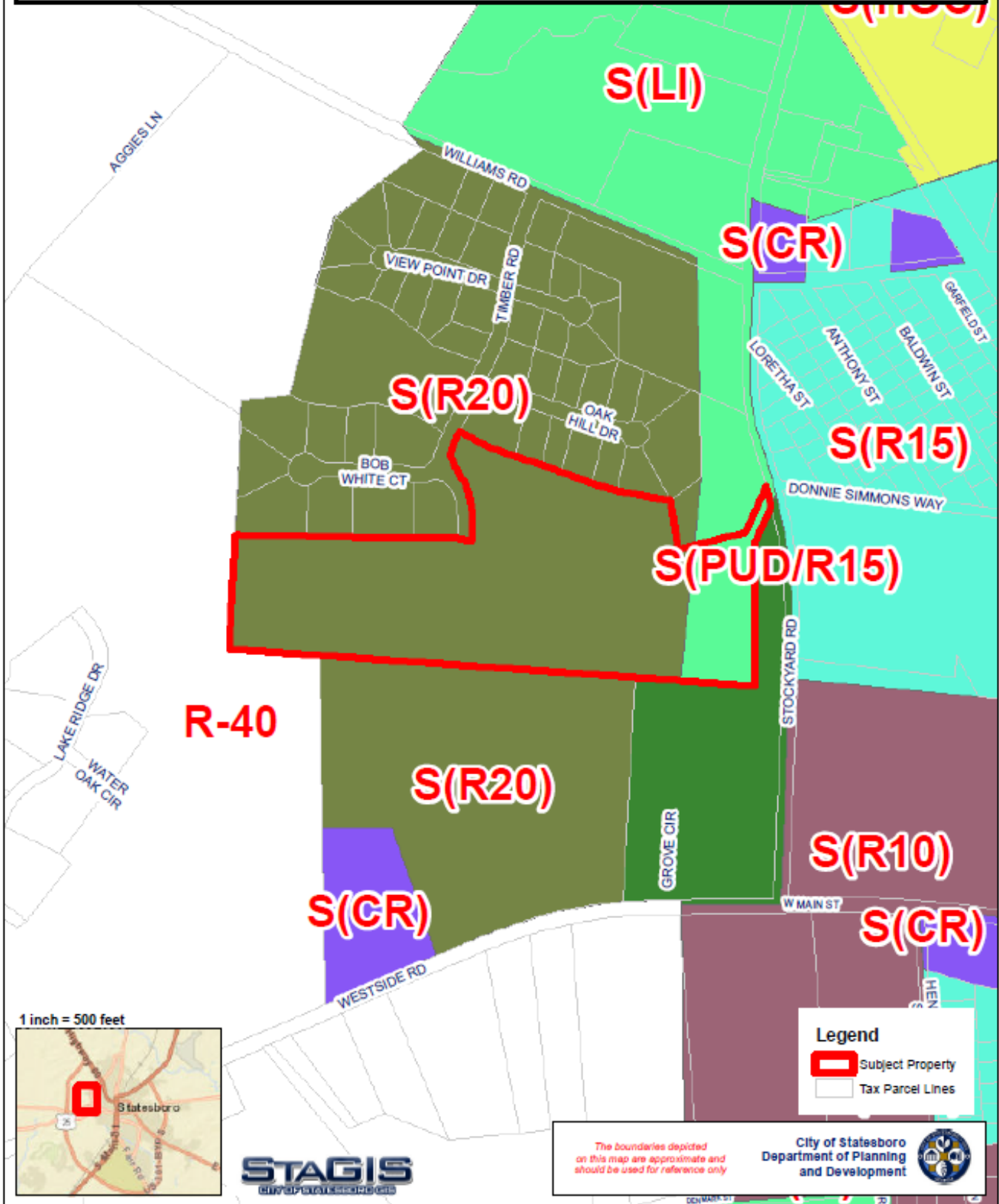
Location Map



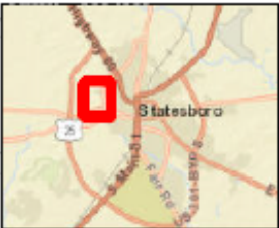
Case # RZ 22-11-04

Timber Rd
Parcel: MS38000068 001

Current Zoning Map



1 inch = 500 feet



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

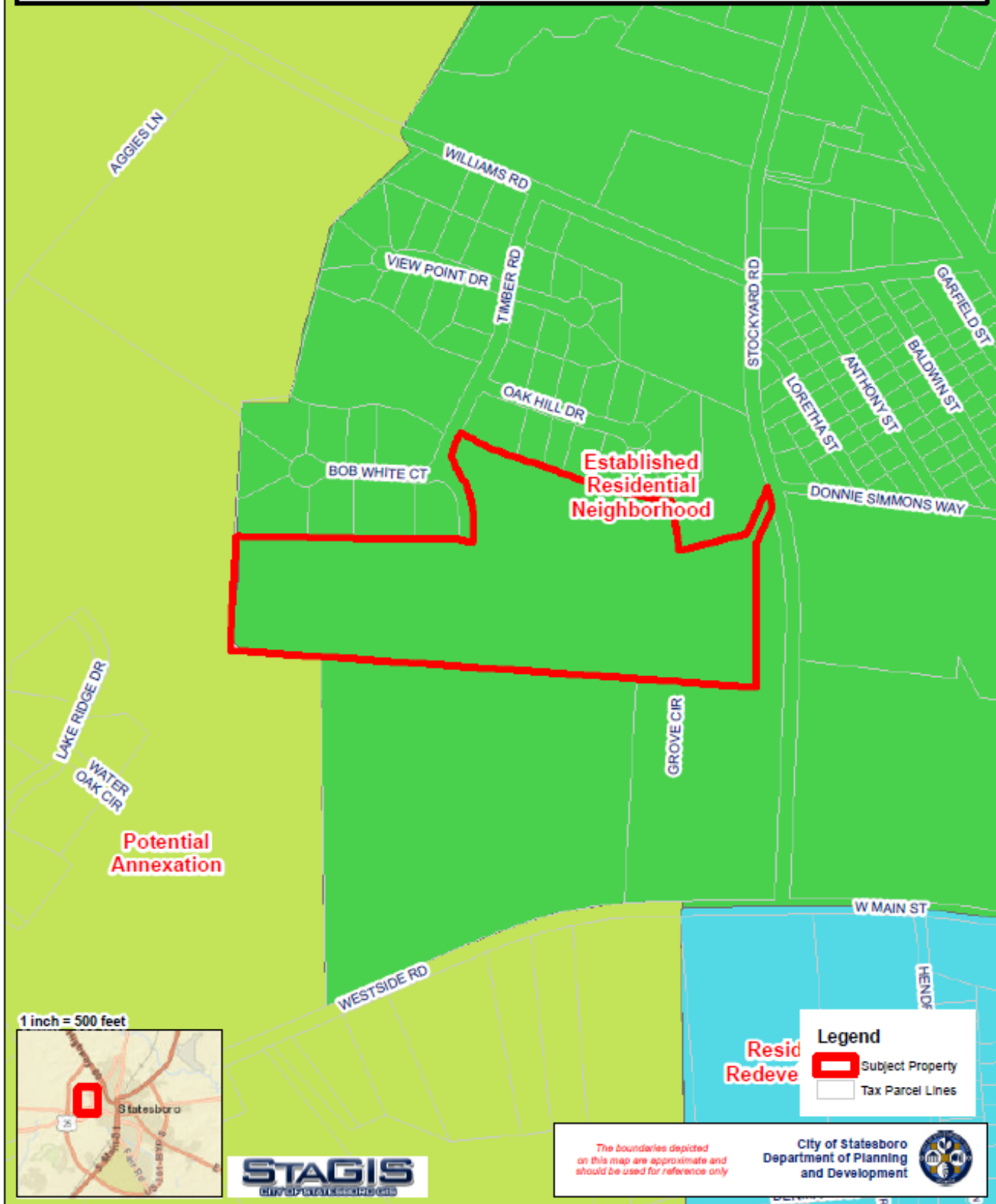
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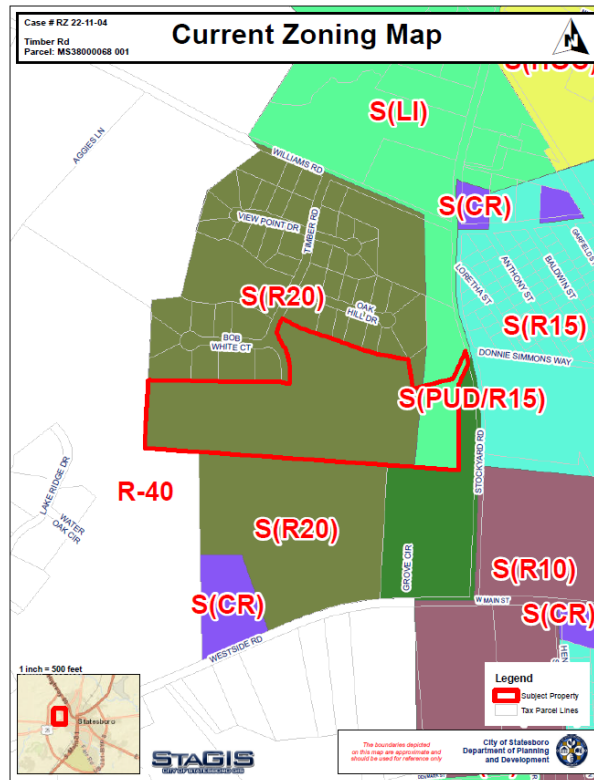
- Subject Property
- Tax Parcel Lines

City of Statesboro
Department of Planning and Development

Case # RZ 22-11-04
Timber Rd
Parcel: MS38000068 001

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1 R-20 (Single-Family Residential)	Single Family Dwelling
Northeast	Location Area #2: R-20 (Single-Family Residential)	Single-Family Dwelling
East	Location Area #3: R-40 (Single-Family Residential)	Single Family Dwelling
North West	Location Area #4: R20/LI (Single-Family Residential/Light Industrial)	Nursing Home
Southeast	Location Area #5: R-15 (Single-Family Residential)	Single Family Dwelling
South	Location Area #7: R-10/R-15 (Single-Family Residential)	School
Southwest	Location Area #8: PUD/R-15 (Planned Unit Development/Single-Family Residential)	Neighborhood
West	Location Area #9: R20/LI (Single-Family Residential/Light Industrial)	Undeveloped Land

SUBJECT SITE

The subject site consists of one parcel containing 32.16 acres. Currently the parcel is a wooded lot with an electrical easement in the rear of the property. The property fronts on Stockyard Road with a small shared entrance with the adjacent medical facility, and terminates at the end of Timber Road/Bob White Court, immediately South of the Quail Run Subdivision.

The intent of the applicant is to place approximately 69 units of Single-Family Housing immediately adjacent to the developing Bryant's Landing Senior Housing Development to be funded with Low-Income Tax Credits.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Established Residential Neighborhood” character area, which is generally intended for small-lot single-family residential and neighborhood scale retail and commercial development.

ENVIRONMENTAL SITE ANALYSIS

The property does appear to contain wetlands on the north and south end of the property as noted in the preliminary plan. A full delineation will be required before development. There are no flood zones being projected on the site.

COMMUNITY FACILITIES AND TRANSPORTATION

This site has access to City of Statesboro utilities, although significant extension will be required in some areas of the development.

ZONING MAP AMENDMENT STANDARDS OF REVIEW

The *Statesboro Zoning Ordinance* permits a zoning amendment subject to conditions if “approved by the mayor and city council based upon findings that the use is consistent with adopted plans for the area and that the location, construction, and operation of the proposed use will not significantly impact upon surrounding development or the community in general.”

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

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

- The surrounding area is made up of a variety of uses. These include residential, light industrial, a planned development, a nursing home, an elementary school, and undeveloped land.

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

- It is Staff's opinion that the property value would increase with the zoning change.

- 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.**
 - This development would provide additional housing units that are not townhomes. As recent development patterns suggest, these homes would be a small percentage of the new housing stock in the area.
- 4. The relative gain to the public, as compared to the hardship imposed upon the property owner.**
 - The property is currently underutilized and would result in a significant improvement of usage if redeveloped.
- 5. The suitability of the subject property for the zoned purposes.**
 - There is nearby residential uses of a lower intensity, but this area has a variety of uses. Locations on the North side of Stockyard Road are generally residential uses (single-family and a nursing home) while those on the South are a mix of apartments, neighborhoods, light commercial, and a school.
- 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 had no development on the site beyond an electrical easement.
- 7. The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in the adjacent areas; and**
 - The proposed change would increase the density in the area, but by a smaller ration than some other development types. This development is likely to increase congestion in the area.
- 8. Consistency with other governmental land use, transportation, and development plans for the community.**
 - The proposed use is consistent with the subject site's character area ("Established Residential Neighborhood") as stated in the *2019 – 2029 Comprehensive Master Plan*. The proposed use is consistent with the current development of the area which is primarily residential in nature.

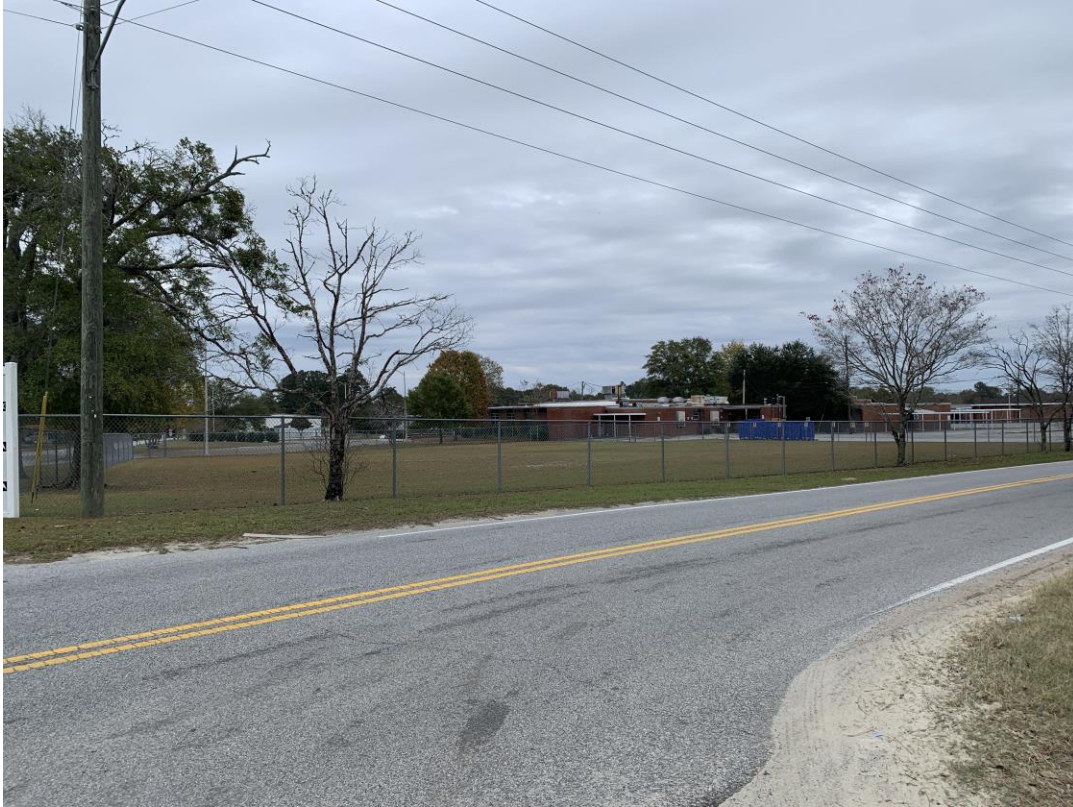
Subject Property



Northern Property



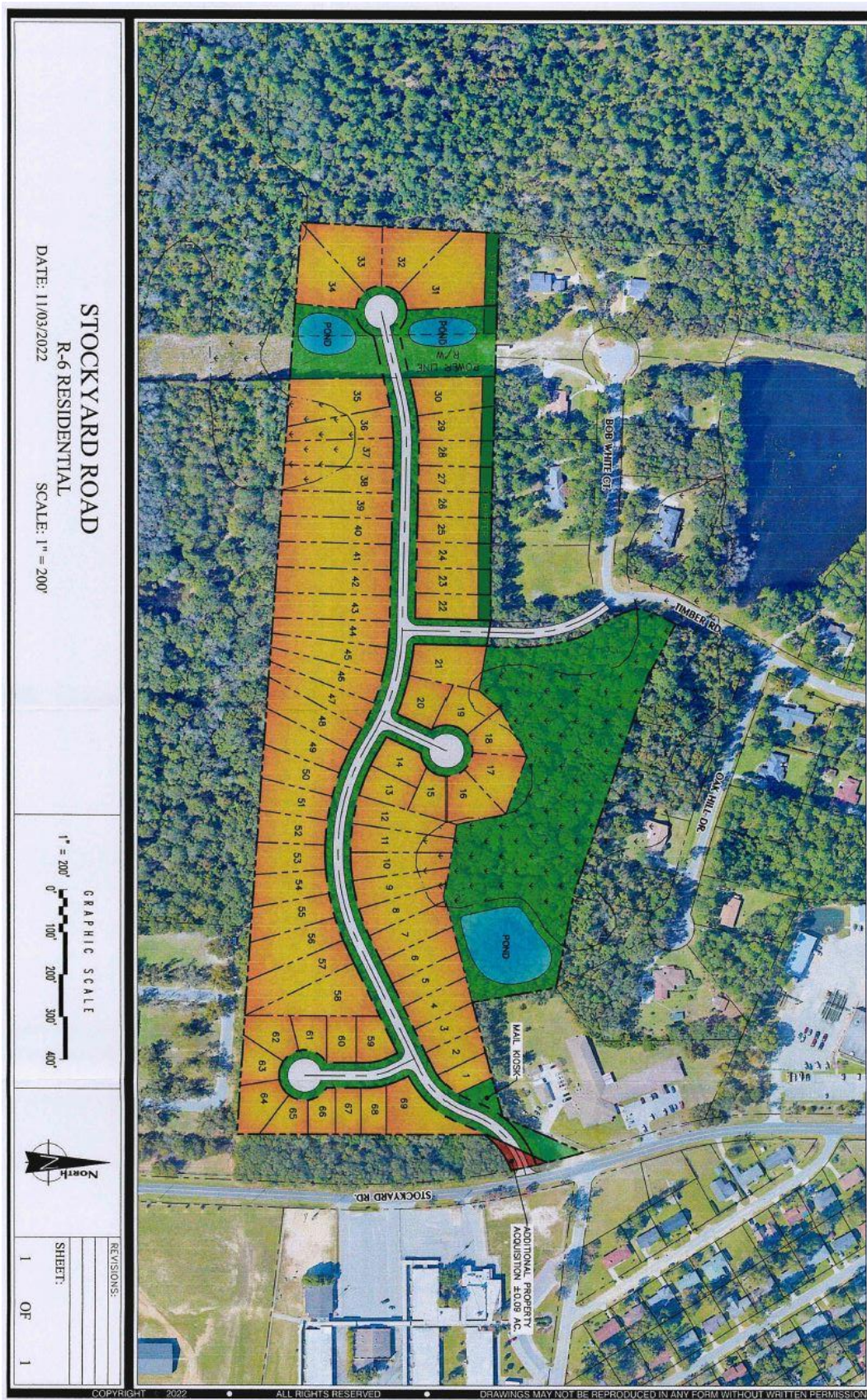
Southeastern Property



Northeastern Property



Exhibit One



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends approval of **RZ 22-11-04**. 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 Zoning Map Amendment does not grant the right to develop on the site without approval. All construction must be approved by the City.
- (2) The applicant must utilize GDOT metrics for the inclusion of right/left turn lanes on Stockyard Road, and shall ensure adequate sight distance is provided.

At the regularly scheduled meeting of the Planning Commission on Tuesday, December 6 2022, the Commission recommended approval of the application and associated conditions with a 4-0 vote.



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: December 20, 2022

RE: Grant Application

POLICY ISSUE: Application for Grant

RECOMMENDATION: That Council approve the application of a grant by the police department to the Governor's Office of Planning and Budget, Public Safety and Violent Crime Reduction Strategies in the amount \$514,493.

BACKGROUND: The police department would like to apply for a grant in the amount \$514,493 through a recent Governor's Office of Planning and Budget grant solicitation notice. The funds would be used to purchase technological equipment to aid in our efforts to reduce violent crime. Specifically, our grant application would ask for an expansion of the license plate reader cameras, additional core processors for the Fusus camera system, and some gunshot sensors that are integrated into the fixed license plate readers. The license plate readers and gunshot sensors are on a lease program, and this grant would pay for that technology annually through 2026. The Fusus cores would be owned by the City.

BUDGET IMPACT: There are no requirements for matching funds. This is a reimbursable grant, so funds have to be expended and then reimbursed from the grant. The grant portion dedicated to gunshot sensors and the fixed license plate readers are to lease the equipment through October 31, 2026, at which time the City would need to decide to return the leased equipment, or to continue with a lease agreement.

COUNCIL DISTRICT: All

ATTACHMENTS: Resolution

Resolution 2022-42: A Resolution Authorizing the Statesboro Police Department to Apply for a Grant through the State of Georgia Governor's Office of Planning and Budget

That Whereas the State of Georgia Governor's Office of Planning and Budget, under the Public Safety and Violent Crime Reduction Strategies grant has opened a solicitation for grant funds;

And Whereas the Statesboro Police Department would like to use these grant funds to expand our use of technology in our efforts to reduce violent crime;

Now therefore, be it resolved by the City Council of the City of Statesboro, Georgia, in regular session assembled this 20th day of December, 2022, hereby authorizes the Statesboro Police Department to apply for grant funds under this announcement from the Office of Planning and Budget;

Be it further resolved that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 20th Day of December, 2022

City of Statesboro, Georgia

By: The Honorable Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: December 20, 2022

RE: Grant Application (Naloxone)

POLICY ISSUE: Application for Grant

RECOMMENDATION: That Council approve the application of a grant by the police department to the Criminal Justice Coordinating Council in the amount \$5,000.

BACKGROUND: The police department has been deploying Naloxone (Narcan) with our front line officers since approximately 2018. Naloxone is an immediate use drug capable of saving the lives of those persons suffering from an opioid related drug overdose. Since deploying Naloxone, SPD officers have used it in several incidents to revive persons suffering from overdoses. In 2021, the police department was granted more than \$19,000 for the purchase of Naloxone, and those funds have been expended. The CJCC has opened a solicitation for "Continuation of Funds" and we would like to apply for an additional \$5,000 to be used for the purchase of Naloxone, with the intention of reapplying for this grant annually as long as offered.

BUDGET IMPACT: There are no requirements for matching funds.

COUNCIL DISTRICT: All

ATTACHMENTS: Resolution

Resolution 2022-43: Resolution Authorizing the Statesboro Police Department to Apply for a Grant through the State of Georgia Criminal Justice Coordinating Council (CJCC)

That whereas the State of Georgia’s Criminal Justice Coordinating Council has made funds available for the purchase of Naloxone (Narcan) for use by police officers;

That Whereas the Statesboro Police Department has been carrying and using Naloxon for immediate intervention in opioid overdose situations;

And Whereas Naloxone has a shelf-life and requires replenishment and replacement as doses reach their expiration dates;

Now therefore, be it resolved by the City Council of the City of Statesboro, Georgia, in regular session assembled this 20th day of December, 2022 hereby authorizes the Statesboro Police Department to apply for grant funds under this announcement from the CJCC

Be it further resolved that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 20th Day of December, 2022

City of Statesboro, Georgia

By: The Honorable Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

To: Charles Penny, City Manager
Jason Boyles, Asst. City Manager

From: John Washington, Director of Public Works and Engineering, City Engineer

Date: December 12, 2022

RE: FY2023 GDOT Local Maintenance and Improvement Grant (LMIG) Application for CIP ENG-122c – Hwy. 24 (E. Main St.) Sidewalk Improvements from Hwy 80 to Packinghouse Rd

Policy Issue: Storm Drainage Improvements and Street Resurfacing

Recommendation: Staff recommends approval of application of the GDOT Local Maintenance Improvement Grant (LMIG) for funding for the storm drainage improvements and pavement resurfacing on East Main/SR24.

Background: The Engineering Department requested funding assistance from GDOT in the amount of \$143,785.20 for construction of drainage improvements in conjunction with new sidewalk construction along East Main Street. The drainage improvements are needed to alleviate current flooding conditions along SR24 (East Main Street). Pavement improvements consist of milling the existing pavement and overlay while restoring the gutters to a flowable condition. The expanded City sidewalk project will be administered better to include stormwater improvements when constructing the drainage improvements. GDOT has offered \$145,000 through the LMIG program for stormwater and paving improvements. The LMIG, is an annual program in which GDOT allocates transportation funds to local governments. The City uses these funds to supplement the city's budget for roadway improvement projects.

Budget Impact: The City has budgeted \$775,000 for construction of the sidewalk and purchase right-of-way required for extension of stormwater piping from 2018 TSPLOST and GDOT will fund the stormwater and paving improvements within right-of-way. No matching funds are required.

Council Person and District: Councilmember Phil Boyum, District 1

Attachment(s): Resolution

RESOLUTION 2022-44:

A Resolution authorizing the Mayor to execute a Georgia Department of Transportation (GDOT) Local Maintenance & Improvement Grant (LMIG) application for the East Main Sidewalk 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 East Main Sidewalk 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 20th Day of December, 2022.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City Clerk



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

December 7, 2022

The Honorable Jonathan M. McCollar
Mayor of Statesboro
P.O Box 348
Statesboro, Georgia 30459

RE: Funding Assistance for drainage improvements on SR24 (East Main Street)

Dear Mayor McCollar:

The Department has approved the City's request for funding assistance for drainage improvements on SR24 (East Main Street). The Department will commit up to **\$145,000** or **70%** of the project cost, whichever is less. The project will be funded out of the Department's Local Maintenance & Improvement Grant (LMIG) Program. These funds will be in addition to any other LMIG funds allocated to the City. Failure to begin the project before February 28, 2024 might result in the cancellation of funds.

In order to receive the funds, the City will need to submit the following items:

1. Application (see attached)
2. Bid tabulations for the work
3. Encroachment Permit for road work

Please submit required information to wwright@dot.ga.gov or to the address below:

Georgia Department of Transportation
Office of Local Grants – 17th Floor
One Georgia Center
600 West Peachtree Street NW
Atlanta, Georgia 30308

If you have any questions, please feel free to contact me at (404) 347-0231 or at: wwright@dot.ga.gov

Sincerely,

Bill Wright
Local Grants Administrator



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

cc: The Honorable Billy Hickman, Georgia State Senate
The Honorable Butch Parrish, Georgia House of Representatives
The Honorable Jon G. Burns, Georgia House of Representatives
The Honorable Jan Tankersley, Georgia House of Representatives
The Honorable Greg Morris, State Transportation Board
John Washington, Director – Public Works and Engineering, City Engineer
Troy Pittman, P.E., District Engineer
Jeremy Barwick, District 5 State Aid Coordinator

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20____
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: _____

Name of local government: _____

Address: _____

Contact Person and Title: _____

Contact Person's Phone Number: _____

Contact Person's Fax Number: _____

Contact Person's Email: _____

Is the Priority List attached?

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, _____ (Name), the _____ (Title), on behalf of _____ (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20__**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department’s Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

E-Verify Number

_____(Signature)

Sworn to and subscribed before me,

_____(Print)

This ____ day of _____, 20__.

Mayor / Commission Chairperson

In the presence of:

_____(Date)

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY SEAL:

GDOT LMIG APPLICATION CHECKLIST

1. Local Government **must include a cover letter** with their LMIG Application. The cover letter shall include the following:
 - a. Overview of type of project(s) being requested
 - b. Status of previous LMIG funding
 - c. Signature of Mayor or County Commission Chairperson
2. The LMIG Application Form shall include the following:
 - a. Signature of Mayor or County Commission Chairperson
 - b. County/City Seal (Required)
 - c. Notary signature and seal
3. Project List including a brief description of work to be done at each location.



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 12-9-2022

RE: Fire Training Facilities Use Agreement with Bulloch County Fire Department

Policy Issue: N/A

Recommendation: Approval of the agreement which facilitates Bulloch County Fire Department utilizing the Statesboro Fire Department Fire Training Facilities.

Background: The Statesboro Fire Department currently owns and operates Fire Training Facilities located off of 301 North. This agreement outlines the terms and conditions by which allow Bulloch County Fire to utilize these facilities for the purpose of firefighter training. This agreement will also help facilitate joint training between the two fire departments as it relates to current Mutual/Automatic Aid agreements.

Budget Impact: N/A

Council Person and District: ALL

Attachments:

1. SFD-BCFD Training Facilities Agreement
2. SFD-BCFD Training Facilities Agreement-Appendix A – SFD Training Facilities Rules and Regulations

CITY OF STATESBORO– BULLOCH COUNTY
FIRE TRAINING FACILITIES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of December 2022, by and between the CITY OF STATESBORO, a municipal corporation chartered under the laws of the State of Georgia, hereinafter referred to as "the City" and BULLOCH COUNTY, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners hereinafter referred to as "the County".

:WITNESSETH:

WHEREAS, The City and the County each maintain a fire department for the purpose of suppression, protection, prevention, and rescue; and

WHEREAS, The City owns and operates Fire Training Facilities located at 37 Holland Industrial Park Road, Statesboro Georgia, 30461; and

WHEREAS, The County desires to access and utilize the fire training facilities for the purpose of training firefighters and personnel; and

WHEREAS, the City and County desire to set forth the terms and conditions upon which these facilities may be used for such purposes

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made, the City and the County do hereby mutually agree as follows:

1. Use of Training Facilities

Subject to the terms of this Agreement, the County may use the Fire Training Facilities for the purpose of training its firefighters and other employees. Such use shall be scheduled through the Statesboro Fire Department Training Division. Request to use the Fire Training Facilities should be made no less than ten (10) business days prior to the date(s) requested.

2. Fees

There shall be no fee for use of the Fire Training Facilities by County. County may only utilize consumables (i.e. any fire training accessories intended for single use) owned by City upon agreement for replacement/ reimbursement between the chiefs of the respective fire departments.

3. **Term**

The initial term of this agreement shall be for one year, commencing on January 1, 2023 and ending on December 31, 2023. Thereafter, this Agreement shall automatically renew for additional one-year terms unless terminated by either party. Either party may terminate at any time and for any reason upon thirty (30) days' prior written notice to the other party.

4. **Rules and Regulations**

The County agrees to adhere to and abide by the Statesboro Fire Department Training Facilities and Grounds Rules and Regulations (Appendix A) and any subsequent amendments adopted by Statesboro Fire Department. City agrees to give County thirty (30) days' written notice prior to implementation of any amended rules or regulations.

5. **Assumption of Risk**

The County assumes any and all risks and liabilities associated with its use of the Fire Training Facilities for training purposes, and the City shall have no liability to the County or any third party for any liability, problem, loss or damage resulting from the County's or the County's guest's or other invitee's use of the property.

6. **Release and Covenant Not to Sue**

In consideration of the City permitting the County to use the Fire Training Facilities and Grounds for the purposes stated herein, the County does hereby forever release, discharge and covenant not to sue City and its officers and directors, engineers, members, shareholders, agents, employees, representatives, attorneys, successors and assigns and affiliated organizations from any and all claims, actions, causes of action, suits, debts, sums of money, accounts, obligations, demands and damages of every name, kind and nature whatsoever, past, present or future, whether known or unknown, whether at law or in equity, which are in any way arising from or connected to or related to the County's or the County's agent's, guest's or other invitee 's use of the Fire Training Facilities.

7. **Indemnification.**

The County covenants and agrees, at the County's sole cost and expense, to indemnify, protect and hold the City harmless against and from any and all liens, damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defense, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the City or the Fire Training Facilities and Grounds and arising directly or indirectly from or out of the County's or the County's agent's, guest's or other invitee's use of the Training Facilities.

8. **Miscellaneous.**

This Agreement sets forth the entire understanding among the Parties with respect to the subject matter hereof, and all prior agreements or representations are expressly merged herein. No amendment or modification of the terms or provisions of this Agreement shall be valid unless made in writing and signed by all of the Parties. This Agreement may be executed in a single document or one or more counterparts and electronically exchanged among the Parties and each such executed copy shall be deemed to be an original. This Agreement shall become effective on the date first above written. This Agreement shall be governed by the laws of the State of Georgia. The language of this Agreement shall not be presumptively construed in favor of or against any of the Parties hereto.

9. Notices.

Except as otherwise specifically provided herein, any notice to terminate this agreement, shall be in writing and shall be deemed given when the writing is delivered in person, or one (1) business day after being sent by a reputable overnight registered delivery service, charges prepaid, or three (3) business days after being mailed by certified mail/return receipt requested and postage prepaid to the Party at the addresses shown below and at such other addresses as may be furnished by the Parties in writing from time to time. Any other demands, approvals, consents, requests, or other communication hereunder shall be accomplished through routine communication between designees named by the Parties regarding the use of the training facilities. Notices shall be deemed given the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

CITY: Jonathan M McCollar, Mayor,
or the then current Mayor.
50 East Main Street
P.O. Box 348
Statesboro, GA 30459
(912) 764-0643

Charles Penny, City Manager,
or the then current City Manager
50 East Main Street
P.O. Box 348
Statesboro, GA 30459
(912)764-0683

With A Copy to:

Cain Smith, City Attorney
or the then current City Attorney

50 East Main Street
P.O. Box 348
Statesboro, GA 30459
(912) 764-0643

COUNTY:

Roy Thompson, Chairman of the Board of Commissioners,
or the then current Chairman of the Board of Commissioners.
115 North Main Street
Statesboro, GA 30458
(912)764-6245

Thomas Couch, County Manager,
or the then current County Manager.
115 North Main Street
Statesboro, GA 30458
(912)764-6245

With A Copy to:

Jeff S. Akins, County Attorney,
or the then current County Attorney.
115 North Main Street
Statesboro, GA 30458

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

MAYOR AND CITY COUNCIL OF STATESBORO

By: _____
JONATHAN M. MCCOLLAR, Mayor

Attest: _____
LEAH HARDEN, City Clerk
[SEAL]

Approved as to Form:

CAIN SMITH, City Attorney

BULLOCH COUNTY BOARD OF COMMISSIONERS

By: _____
ROY THOMPSON, Chairman

Attest: _____
VENUS MINCEY-WHITE, Clerk to the Commission
[SEAL]

Approved as to Form:

JEFF S. AKINS, County Attorney



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

STATESBORO FIRE DEPARTMENT TRAINING FACILITIES & GROUNDS RULES AND REGULATIONS

The following guidelines shall be followed to assure safe and effective training. If there are any questions or concerns regarding definitions or applicable standards, clarifications will be made by the Training Division of the Statesboro Fire Department.

TRAINING GROUND FACILITATOR: The Statesboro Fire Department reserves the right to require a Training Ground Facilitator to be present for part or all training operations performed. This individual will be a representative and/or a designee of the Statesboro Fire Department. The Facilitator's primary role and responsibility is to provide guidance and assistance to the user as to the setup or proper usage of equipment or props. Facilitators retain the right to halt any operations deemed unsafe.

SAFETY OFFICER: A designated Safety Officer shall be utilized during any training evolution that involves an IDLH atmosphere and/or any training evolution that is deemed "high risk". Examples of evolutions that require a Safety Officer includes but not limited to live fire training, repelling, confined space training, aerial operations, etc. It is the responsibility of the user to designate Safety Officer(s) when appropriate and/or at the request of the Statesboro Fire Department. Safety Officers should have adequate training to serve in the role assigned.

LIVE FIRE TRAINING: Any drills involving live fire training shall be in compliance with the NFPA Standards pertaining to live fire training. Any training requests that involve live fire will require a written plan of instruction to be submitted to the Statesboro Fire Department for review. The plan of instruction should include a list of all instructors that outlines their instructor certification level, training objectives, etc. Proper Instructor-to-Student ratio must be met and maintained. Additional Training Ground Facilitators may be required for live fire training to ensure that all applicable NFPA guidelines and training ground rules and regulations are adhered to.

HIGH ANGLE RESCUE: Any evolutions involving high angle rescue training shall be in compliance with the most current NFPA Standards covering high angle rescue. Participants, instructors and designated Safety Officer must complete all safety checklists and training forms with prior to any related training. A Training Ground Facilitator will be on-site for the duration of high angle training and will ensure that all applicable NFPA guidelines are strictly adhered to.

AERIAL OPERATIONS: Because of the increased complexity, care must be exercised during all aerial operations. When operating on or in an aerial apparatus, personnel shall utilize safety equipment (i.e. ladder belts) when appropriate to do so. Operators must not raise aerials so that they will strike or



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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surrounding communities since 1905!*



Jonathan M. McCollar
Mayor

are within thirty (30) feet of any electric wires. If an operation appears that it may be unsafe it will be stopped immediately by the Safety Officer, facilitator or any other member in attendance.

PROTECTIVE CLOTHING: All protective clothing worn must meet NFPA requirements. Firefighter turnout gear is prohibited in the classrooms or offices at the Fire Training Facility.

JEWELRY: It is strongly recommended that rings, necklaces, bracelets or earrings not be worn during any live fire training or rescue evolutions. This will help to minimize any injuries and prevent the loss of valuables. The Statesboro Fire Department will not be responsible for lost or damaged jewelry.

PHYSICAL CONDITIONS OF STUDENTS: Person(s) who have any physical condition that would prevent them from safely participating in fire training activities, should not be permitted to participate in practical training activities. It is the responsibility of the user to ensure all participants are physically fit to perform all training evolutions participated in.

FINANCIAL RESPONSIBILITY FOR MEDICAL TREATMENT: Any payment for any and all medical-related charges will be the responsibility of the sponsoring organization.

PERSONAL CONDUCT: All personnel shall be courteous and disciplined. Proper decorum shall be observed at all times toward fellow students, Training Staff and Instructors. The following are **PROHIBITED:** Abusive, profane or obscene language or behavior; sexual and non-sexual harassment; horseplay or any disturbance during any course or program; any form of gambling, use, possession or introduction of any drugs or alcohol; reporting to any program under the influence of drugs or alcohol.

SMOKING POLICY: Smoking is prohibited in ALL buildings.

RESTROOMS: Training Facility Staff can direct you to the location, and instructors should identify these resources at the beginning of each class or drill.

TRASH/RECYCLABLES: All trash shall be placed in the proper receptacles. Trash receptacles are located throughout the facility. Trash produced during an evolution or series of drills is the responsibility of those participating.

EXPENDABLE EQUIPMENT: The Fire Training Facility may provide expendable materials to be used on the Training Grounds. This could include: Straw Palettes, lumber, or smoke fluid for smoke machines.

FIRE TRAINING EQUIPMENT: All organizations will provide their own equipment for training. If additional facilities, training props or equipment is needed, request can be made through the Statesboro



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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surrounding communities since 1905!*



Jonathan M. McCollar
Mayor

Fire Department. Agencies will be invoiced for any damages to the Fire Training Facility or its equipment including hand tools and training mannequins. Any damage caused or noticed shall be communicated to the assigned facilitator or Training Division Staff so that timely repairs can be done.

USE OF LIVE VICTIMS: The use of live victims is **STRICTLY PROHIBITED** in any training evolution that involves live fire and/or an IDLH atmosphere. Only inanimate objects shall be used to simulate victims during this type of training. These include fire-training dummies, hose dummies, mannequins.

APPARATUS: Apparatus placement shall be designated and approved prior to commencement of training operations.

PERSONAL VEHICLES: Personal vehicles must be parked so that they do not impede upon operations or evolutions.

TRAINING STORAGE AREAS: Only Training Division Staff shall have access to the training storage areas unless otherwise instructed.

SECURING PROPS AND SITE: It is the responsibility of the user to return all props, tools and the site to a state of readiness. This is to include, but not be limited to, locking buildings, vaults, tanks, gates, picking up trash, washing outside of tower walls if needed, returning tools. The assigned facilitator and/or Officer in Charge will check and confirm that the site has been returned to a ready state at the completion of the evolutions.

VISITORS/GUESTS: Non-fire department personnel visiting the Fire Training Facility are not permitted in any of the rescue props, allowed to perform “self-guided tours” or in the areas designated as the “hot-zone” for evolutions. During evolutions guests are to be kept at a safe distance from all training exercises and fire apparatus. All agencies training at the Fire Training Facility are responsible for the safety and actions of their guests.

CITY OF STATESBORO

COUNCIL

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



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

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

To: Charles Penny, City Manager
Jason Boyles, Asst. City Manager

From: John Washington, Director of Public Works and Engineering, City Engineer

Date: December 13, 2022

RE: Memorandum of Understanding for Statesboro Area Transit Bus Stop

Policy Issue: Transit Implementation

Recommendation: Staff recommends approval of the memorandum of agreement between the Bulloch County Board of Commissioners and the City of Statesboro. Request consideration of a motion for Council to authorize the Mayor to execute the attached memorandum of understanding authorizing the City of Statesboro to install a bus shelter at 1 West Altman Street.

Background: The City of Statesboro will install a bus shelter for the Statesboro Area Transit system. This shelter will be located on the property at 1 West Altman Street, which is owned by the Bulloch County Board of Commissioners. A memorandum of understanding between the City of Statesboro and the Bulloch County Board of Commissioners is needed to complete the installation of the bus shelter.

Budget Impact: No impact

Council Person and District: Councilmember Paulette Chavers, District 2

Attachment(s): Memorandum of Understanding

MEMORANUM OF UNDERSTANDING
between
BULLOCH COUNTY BOARD OF COMMISSIONERS
and
CITY OF STATESBORO

THIS AGREEMENT, is entered into this 15th day of November, 2022, by and between the Bulloch County Board of Commissioners (hereinafter the "COUNTY") and the City of Statesboro (hereinafter the "CITY").

WHEREAS, the CITY needs a bus stop shelter location for CITY buses that serve the residents of Statesboro; and

WHEREAS, the COUNTY owns property located at 1 West Altman Street that would be suitable for a bus stop shelter;

NOW THEREFORE, in consideration of the mutual promises, covenants, and obligations contained herein, the COUNTY and the CITY hereby agree as follows:

1. The COUNTY grants the CITY permission to install and maintain a bus stop shelter area on the property owned by the COUNTY located at 1 West Altman Street in Statesboro, Georgia. The exact location of the bus stop shelter is shown on the sketch attached hereto as Exhibit A.
2. CITY buses will utilize the bus stop shelter area during the schedule of operation from 6:00 A.M. to 6:00 P.M., Monday through Friday.
3. CITY buses will incrementally occupy the bus stop shelter area during the schedule of operation for a small period of time up to 10 minutes while passengers embark and disembark the bus.
4. The initial term of this Agreement shall commence on November 15, 2022 and end on December 31, 2022. Thereafter, this Agreement shall automatically renew for successive one-year terms commencing on January 1 and ending on December 31 each year.
5. Either party may terminate this Agreement at any time and for any reason, with or without cause, upon ninety (90) days' written notice to the other party. In the event this Agreement is terminated by either party, the CITY shall promptly remove all of its improvements from the COUNTY'S property and restore the property to the same condition it was in prior to this Agreement.
6. The CITY agrees to indemnify, hold harmless, and defend the COUNTY and its officials, officers, and employees from and against any and all claims, damages, liabilities, suits, proceedings, costs, and expenses of litigation (including, without limitation, reasonable

attorneys' fees) related to or arising in any way out of the CITY'S use of the property as a bus stop shelter. The indemnity obligation of the CITY will survive the expiration or termination of this Agreement.

7. Any written notices required or permitted by this Agreement shall be deemed properly given when sent by registered or certified United States mail, postage prepaid, as follows:

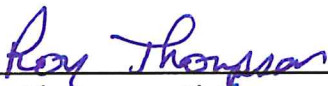
If to the COUNTY: Bulloch County Board of Commissioners
115 North Main Street
Statesboro, GA 30458
Attn: County Manager

If to the CITY: City of Statesboro
P.O. Box 348
Statesboro, GA 30459
Attn: City Manager

IN WITNESS WHEREOF, the duly authorized agents of the COUNTY and the CITY have hereinbelow set their hands and seals.

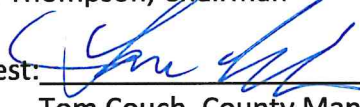
BULLOCH COUNTY BOARD OF COMMISSIONERS

CITY OF STATESBORO



Roy Thompson, Chairman

Jonathan McCollar, Mayor

Attest: 

Tom Couch, County Manager

Attest: _____
Leah Harden, Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Steve Hotchkiss, Public Utilities Director

Date: 12-15-2022

RE: Natural Gas Service Mutual Aid Intergovernmental Agreement with City of Claxton

Policy Issue: Contract

Recommendation: Consideration of a motion to approve an intergovernmental agreement with the City of Claxton to provide mutual aid assistance for natural gas services.

Background:

The City of Claxton has requested Statesboro provide assistance as needed on a short term basis (6 months) while one of their employees is out on scheduled medical leave. They are working on a long term solution using contractors and hiring new employees which they hope to have in place in a few months. We have worked on a simple agreement that would hold us harmless and set forth a fee structure. It is anticipated we will likely have minimal impact on our Natural Gas Department, as we expect few actual calls.

Budget Impact: None. Cost of services and materials will be billed to City of Claxton

Council Person and District: All

Attachments: Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT
FOR UTILITY MUTUAL AID AND ASSISTANCE**

This Intergovernmental Agreement, made and entered as of this _____ day of _____, 2022 by and between the CITY OF CLAXTON, GEORGIA, a municipal corporation of Evans County, Georgia (hereafter “Claxton”) and the CITY OF STATESBORO, GEORGIA, a municipal corporation of Bulloch County, Georgia (hereafter “Statesboro”), individually referred to as a “Party” and collectively as the “Parties”;

WITNESSETH:

WHEREAS, Claxton desires assistance from Statesboro with emergency response and associated repairs for its natural gas system; and

WHEREAS, Statesboro is receptive to providing these services on a short-term basis; and

WHEREAS, the Parties are authorized under the laws of the State of Georgia to enter into Intergovernmental Agreements with each other to provide Utility Mutual Aid and Assistance (“Assistance”); and

WHEREAS, in the event of any conflicts or differences between this Agreement and any other Assistance Agreements entered into by either Party, this Agreement shall govern; and

WHEREAS, one Party at its sole discretion may agree to provide Assistance to the other Party under the terms and provisions herein;

NOW, THEREFORE, the Parties agree as follows:

1.

Term. The term of this Agreement shall be for six (6) months unless extended by mutual agreement. The term of this Agreement shall commence upon execution by both Parties and shall continue unless terminated by either Party by providing thirty (30) days written notice to the other Party. Termination of this Agreement shall not affect the indemnification obligations or any other accrued liability and the obligation to pay amounts due hereunder.

2.

Assistance. Upon request by Claxton for Assistance from Statesboro, Statesboro shall be the sole and absolute judge of its ability and capacity to furnish the manpower, equipment, and materials requested. Nothing in this Agreement shall be construed to deprive Statesboro of its sole discretion to decline to send Assistance or to recall Assistance under any circumstances.

3.

Compensation. Statesboro shall be compensated as follows within thirty (30) days of sending an invoice to Claxton:

Charges for services rendered by the City of Statesboro shall be billed as follows:

- | | |
|---------------------------------|-------------|
| 1- Supervisor & truck | \$55.00 hr. |
| 2- System Operator & truck | \$35.00 hr. |
| 3- Locate Tech & truck | \$35.00 hr. |
| 4- Two man Service Crew & truck | \$65.00 hr. |
| 5- Welder & welding truck | \$65.00 hr. |
| 6- Backhoe Loader & trailer | \$75.00 hr. |
| 7- Directional Drill | \$100.00hr. |

*** All charges for service will commence when personnel and equipment leave the City of Statesboro facilities and will end upon return.

***Materials and supplies used during the provision of mutual aid and assistance shall be paid at the cost of said materials plus 15%.

4.

Indemnification. Claxton hereby agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless Statesboro, its officers, agents, and employees from and against any and all loss, liabilities, claims, damages, fines, penalties, clean-up costs, and all costs, fees (including attorney's fees) and expenses related thereto, resulting or arising (directly or indirectly) out of, or in any way connected with the provision of Assistance hereunder, including, without limitation, those resulting or arising (directly or indirectly) from the acts or omissions of its officers, agents, or employees, negligent or otherwise, except those resulting solely from willful acts or omissions.

5.

Personnel. Personnel of Statesboro shall be conclusively deemed, for all purposes, to remain employees of Statesboro. Such personnel shall retain all rights, privileges, immunities, and benefits, including without limitation, coverage under the applicable Worker's Compensation Act, as they enjoy while performing their normal duties.

6.

Modification. This Agreement shall not be amended, modified, or otherwise changed except when done so in writing and upon the prior written consent of both Parties.

7.

Pipeline Safety Regulatory Compliance. Services provided by Statesboro under this Agreement shall be performed in accordance with all applicable provisions of 49 CFR Parts 192, 199, and 40; and Georgia Public Service Commission Regulations. Statesboro shall provide to Claxton documentation of compliance with these requirements in a timely manner.

.8

System Documents. The City of Claxton shall make available to The City of Statesboro all gas system drawings, maps, operating records so as to facilitate the safe and effective rendering of Mutual Aid and Assistance.

IN WITNESS THEREOF, the Parties have caused this Intergovernmental Agreement to be executed by their respective authorized corporate representatives and have caused their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above written.

CITY OF CLAXTON, GEORGIA (SEAL)

By: _____

Attest: _____

CITY OF STATESBORO, GEORGIA (SEAL)

By: _____

Attest: _____

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: Mayor and City Council Members

From: Charles W. Penny, City Manager

Date: 12/14/2022

RE: Compensation Adjustment — Public Safety

Recommendation:

Consideration of a Motion to approve a pay plan for the Statesboro Police Department and Compensation Adjustment for certified Public Safety employees and a \$3,000.00 pay adjustment for certified law enforcement and fire personnel and approve the use of \$818,844.00 in ARPA funds for the next 2 years.

Background:

The City is constantly monitoring salaries of Public Safety employees due to the critical labor market. In 2017, the City Council approved a separate pay scale for certified employees of the Statesboro Police Department. In 2019, the City Council approved a new compensation plan for the City organization which included the certified firefighters, and since that time salaries have been adjusted to reflect across the board salary adjustments. The Human Resources Director has surveyed our labor market and determined the salaries of the law enforcement officers are about \$3,000 less than other cities comparable to Statesboro. The City has the opportunity to utilize ARPA funds to enhance Public Safety salaries and funds are available to cover the costs of the proposed increases for the next two years. It is anticipated there will be growth in the tax base over the next two years, which can absorb the additional cost in year three.

The cost to implement the new pay plan and increase each employees' salary \$3,000.00 is \$409,422.00 a year. The cost includes the salary adjustments for certified Police and Fire personnel and the cost of retirement and FICA.

Attached for your review is a recommendation from the Director of Human Resources Demetrius Bynes.

Budget Impact: \$818,844.00 over the next 2 years and funds will be provided by ARPA.

Council Person & District: Mayor and Council

Attachments: Memo from Director of Human Resources and Proposed Police Department Pay Plan

CITY OF STATESBORO

COUNCIL

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



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

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

To: Charles Penny, City Manager

From: Demetrius C. Bynes, Director of Human Resources

Date: December 9, 2022

RE: Compensation Adjustment – Public Safety

Background: The City of Statesboro continues to experience challenges recruiting and retaining public safety employees. This challenge is not unique to the City as governments throughout the nation struggle to recruit and retain municipal employees. Based upon your request, I collected starting compensation data from several cities and counties within the region and found our starting wages lag behind comparable organizations such as the City of Hinesville and Bulloch County.

Recommendation: The recommendation is to award a \$3,000.00 raise to all law enforcement and fire employees. The compensation adjustment improves the starting wages which is vital to recruit new employees. Also, the adjustment rewards existing employees serving the citizens and visitors of our city. The pay scale for law enforcement positions will be updated to reflect a \$3,000.00 increase since it is a standalone pay scale. The pay scale for fire positions cannot be updated since fire positions share a pay scale with other non-public safety positions. The budget impact is as follows:

Police	\$198,000.00
Fire	\$150,000.00
Retirement	\$34,800.00
FICA	\$26,622.00
Total	\$409,422.00

On May 21, 2019, the compensation study conducted by Condrey and Associates was adopted by the City Council. Since this date, the pay scale has been modified due to cost of living adjustments. In the upcoming weeks, I will schedule a time to discuss conducting a compensation study for all positions within the City. A compensation study is needed since wages for many City positions lag behind comparable organizations, and these wages will be further impacted by Hyundai and its suppliers.

Please contact me if you have any questions or concerns. Thank you.

Proposed Pay Scale - Police		
Grade	Job Title	Annual Salary
PD-2	Police Officer	\$43,622.40
PD-3	Advanced Patrol Officer	\$45,681.60
PD-4	Detective	\$47,803.20
PD-5	Sr. Detective, Corporal	\$50,028.80
PD-6	Sergeant	\$54,875.20
PD-7	Lieutenant	\$63,049.60
PD-8	Captain	\$70,808.00
PD-9	Deputy Chief	\$81,582.40
PD-10	Chief	\$98,513.60
Current Pay Scale - Police		
Grade	Job Title	Annual Salary
PD-2	Police Officer	\$40,622.40
PD-3	Advanced Patrol Officer	\$42,681.60
PD-4	Detective	\$44,803.20
PD-5	Sr. Detective, Corporal	\$47,028.80
PD-6	Sergeant	\$51,875.20
PD-7	Lieutenant	\$60,049.60
PD-8	Captain	\$67,808.00
PD-9	Deputy Chief	\$78,582.40
PD-10	Chief	\$95,513.60

CITY OF STATESBORO

COUNCIL

Phil Boyum
Paulette Chavers
Venus Mack
John Riggs
Shari Barr



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

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

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

From: John Washington, Director – Public Works and Engineering

Date: December 12, 2022

RE: Recommendation of Bidder
ENG-122j: N. College Street Sidewalk from Proctor Street to Hwy. 80/Northside Drive

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the N. College St. Sidewalk Improvements contract to TR Long Engineering, P.C. in the amount of \$41,635.00. The bid received from TR Long Engineering, P.C. meets the requirements of the bid package and an acceptable bid bond was submitted.

Background:

The City of Statesboro issued requests for proposals for engineering design services for the subject project. These request for proposals responses were evaluated and ranked on each project based on the criteria of cost, experience of staff, experience of firm and project approach.

This project proposes to construct sidewalk along N. College St. from Proctor Street to Northside Drive. This work is a subsequent phase of development to provide sidewalk connectivity from downtown to adjacent commercial and residential areas. Currently, pedestrians walk in the roadway due to no sidewalks in this area; this project will provide a safe area to walk to and from destinations. Sidewalk construction includes approximately 1,650 feet of 4" thick concrete sidewalk and other minor improvements to expand the City's interconnectivity for pedestrian travel. Additional items to include: driveway modifications, remove/replace curbing, constructing stormsewer as required.

Budget Impact:

The sidewalk project will be paid from the 2018 TSPLOST fund. The estimated amount for design remains within the total budget amount (\$55,000) allocated for design of the project.

Council Person and District: District 2, Councilmember Paulette Chavers

Attachments: None

CITY OF STATESBORO

COUNCIL

Phil Boyum
Paulette Chavers
Venus Mack
John Riggs
Shari Barr



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

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

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

From: John Washington, Director – Public Works and Engineering

Date: December 12, 2022

RE: Recommendation of Bidder
ENG-122j: N. Zetterower Ave. Sidewalk from Hill Street to Hwy. 80/Northside Drive

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the N. Zetterower Ave. Sidewalk Improvements contract to TR Long Engineering, P.C. in the amount of \$42,380.00. The bid received from TR Long Engineering, P.C. meets the requirements of the bid package and an acceptable bid bond was submitted.

Background:

The City of Statesboro issued requests for proposals for engineering design services for the subject project. These request for proposals responses were evaluated and ranked on each project based on the criteria of cost, experience of staff, experience of firm and project approach.

This project proposes to construct sidewalk along N. Zetterower Ave. from Hill Street to Northside Drive. This work is a subsequent phase of development to provide sidewalk connectivity from downtown to adjacent commercial and residential areas. This is a major city route with heavy traffic, including large trucks. Currently, pedestrians walk in the roadway due to no sidewalks in this area; this project will provide a safe area to walk to and from destinations. Sidewalk construction includes approximately 1,850 feet of 4" thick concrete sidewalk, possibly on both sides of the street, and other minor improvements to expand the City's interconnectivity for pedestrian travel. Additional items to include: driveway modifications, remove/replace curbing, constructing stormsewer as required.

Budget Impact:

The sidewalk project will be paid from the 2018 TSPLOST fund. The estimated amount for design remains within the total budget amount (\$70,000) allocated for design of the project.

Council Person and District: District 1, Councilmember Phil Boyum

Attachments: None

CITY OF STATESBORO

COUNCIL

Phil Boyum
Paulette Chavers
Venus Mack
John Riggs
Shari Barr



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

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

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

From: John Washington, Director – Public Works and Engineering

Date: December 12, 2022

RE: Recommendation of Bidder
ENG-122e: Max Lockwood Drive Roadway Improvements

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the Max Lockwood Drive Roadway Improvements contract to TR Long Engineering, P.C. in the amount of \$47,440.00. The bid received from TR Long Engineering, P.C. meets the requirements of the bid package and an acceptable bid bond was submitted.

Background:

The City of Statesboro issued requests for proposals for engineering design services for the subject project. These request for proposals responses were evaluated and ranked on each project based on the criteria of cost, experience of staff, experience of firm and project approach.

This project proposes to construct a two-lane configuration for Max Lockwood upgrading from the current one-way road Fair Road/SR 67 and ending at S. Zetterower Avenue. This project will including all stormwater drainage improvements to keep runoff from infiltrating into the front of the Honey Bowen building and adjustments to the existing stormwater structures to accommodate the new lane. Additional items to include: parking modifications, remove/replace curbing, constructing stormsewer as required.

Budget Impact:

The project will be paid from the 2018 TSPLOST fund. The estimated amount for design remains within the total budget amount (\$300,000) allocated for design and construction of the project.

Council Person and District: District 3, Councilmember Venus Mack

Attachments: None

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulett Chavers
Venus Mack
John Riggs
Shari Barr



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

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

To: Jason Boyles
Assistant City Manager

From: Steve Hotchkiss
Public Utilities Director

Date: 12-12-2022

RE: Jet-Vac Sewer Cleaning Truck for the Water Sewer Department

Policy Issue: Purchasing

Recommendation: Consideration of a motion to award a contract to Jet-Vac Equipment Company Inc. for the purchase of a Jet Vac 900-ECO Truck Mounted Sewer Cleaning Truck per Sourcewell cooperative purchasing contract in the amount of \$440,000.01. This item to be purchased with funds approved in the 2023 CIP Budget, item #WWD-77, funded by system revenues.

Background: As part of the City's program to reduce inflow and infiltration of ground water into the City's sanitary sewer system we periodically clean and inspect sewer mains. The cleaning process involves using a Vac Truck to wash and vacuum debris from the sewer mains that accumulates over time. We also use the Vac Truck to clear clogs and backed up sewers, especially in areas prone to the accumulation of grease and oil. This piece of equipment is used on a continual basis and is vital to our daily operations. The current unit is now 20 years old and is at the end of its useful life.

Budget Impact: Funds were approved in the 2023 CIP, #WWD-77, utilizing system revenues.

Council Person and District: All

Attachments: Jet Vac / Sourcewell Quote



FLORIDA SHERIFFS
ASSOCIATION



Date: 12/12/2022

Quoted To:
City Of Statesboro
5 BRASWELL ST
STATESBORO GA 30458

Location: ATLANTA
Quote Number: Q00171
Expiry Date: 12/31/2022
Salesperson: SHANE STEVENSON
(706) 905-8758
shane@jet-vac.com
Responsible: AMBER WILLIAMS
(803) 848-1138
amber@jet-vac.com

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

SOURCEWELL CONTRACT #101221-SCA EXPIRES 11/29/2025
NEW 900-ECO 9 YARD TRUCK MOUNTED COMBINATION SEWER CLEANER
BY SEWER EQUIPMENT TO INCLUDE:

341,431.83

Vacuum System:
4400 CFM Blower
8" Vacuum Hose system
18" Hg vacuum rating
Dual Cyclone Separator
Dual Element 10 Micron Final Filter
Remote Vacuum Relief
Analog Vacuum Display
(6) Tube / Tube Rack
Boom:
Telescoping Boom System
Telescoping Reach 17' 2" to 27' 2"
Hydraulic Powered Boom
180° Working Radius
Boom Joystick Control
Debris Tank:
9 Cubic Yard Capacity
Hydraulic Dump, 50° Dump Angle
Dual Ported Rear Door w/ Knife Valve
Dump Height 60"
Hydraulic Open/Close/Lock Door
Water System:
1000 Gallon Capacity Water Tank
Giant plunger style triplex 65gpm @ 2000psi w/30 min run dry

Black Duraprolene™ Water Tank Construction w/10Year Warranty
 Cold Weather Recirculation System
 2.5" Hydrant Fill system
 Air Purge Valve
 Variable Volume Delivery
 Low Water Warning Light
 Analog Pressure Display
 Front and Mid Ship Hand Gun Ports
 Electrical:
 NEMA 4 Control Panel
 Hour Meter (Blower & Water Pump)
 Military Spec. Sealed Switches
 Truck:
 Mounting to Approved Chassis
 (1) Alum Toolbox 24"x42"x100" - Behind Cab
 LED D.O.T. Approved Lighting
 (2) TOW HOOKS FRONT BUMPER
 Hose Reel & Hose:
 Front Mounted Telescoping & Rotating
 800' X 1" Hose Capacity
 10' Leader Hose
 Single Side Controls
 Accessories:
 (3) 8" x 6' Extension Tube
 (1) 8" X 3' Extension Tube
 (1) 8" x 6' Crowned Suction Nozzle
 (1) 6" x 10' Flat Discharge Hose
 BB Hose Guide
 Tri-Star (chisel point) nozzle
 DD (high flow) nozzle
 Finned Nozzle extension
 Nozzle Rack (Mounted midship toolbox)
 25' Fill Hose
 Upstream Pulley Guide
 Washdown gun
 Cleaner, Tip, Torch, Small
 (1) Hydrant wrench
 (1) Paper Owner's Manual
 STANDARD OPTIONS:
 AUTOMATIC LEVEL WIND WITH HYDRAULIC UP/DOWN ACTION
 FOOTAGE METER (mounted on jet hose reel)
 600FT SEWER HOSE (1" I.D., 2500 P.S.I. OPERATING PRESSURE)
 DIGITAL WATER TANK LEVEL GAUGE
 FILL HOSE STORAGE RACK
 CENTRAL WASHDOWN SYSTEM (includes 50' of 1/2" hose on a
 spring retracting hose reel mounted mid-ship)
 "REAR TOOLBOX GROUP w/ (2) long handle tool storage tubes
 (includes (2) 24"x18"x18" boxes, (1)
 63.75"x17.25"x12" cabinet and (2) 4" tubes) - Confirm
 rear suspension
 (Only available with single axle chassis) "
 "(2) 30"x18"x18" passenger side toolboxes with
 retractable two-step ladder"
 "MANUAL/ELECTRIC BOOM CONTROL VALVE (Control valves have
 built-in levers for manual boom control)(Located at midship
 control panel)"
 DUAL VARIABLE VACUUM CONTROL VALVE (Located at both hose
 reel & midship stations)
 DEBRIS BODY WASH OUT SYSTEM (includes dual nozzles in
 debris box)
 DECANT SCREEN ON REAR DOOR PORT (swing out perforated
 shield)
 WIRELESS REMOTE CONTROL PENDANT (controls include hose reel
 payout/retrieve, water pump on/off, vacuum relief
 open/close, boom up/down, boom left/right, boom
 extend/retract and module kill switch)
 WIRELESS REMOTE ALARM (Buzzer alarm sounds off when truck
 is taken out of neutral with remote not in docking station)
 ENHANCED VISIBILITY CAMERA SYSTEM (includes front and rear
 mounted camera heads with monitor in cab)

(6) LED FLUSH MOUNTED STROBES: (2) FRONT, (2) SIDE & (2) REAR FACING (factory standard)
LED ARROW STICK (factory standard)
CENTRAL LUBRICATION SYSTEM

NEW WESTERN STAR SINGLE AXLE CHASSIS 4700 370HP 126,416.00

Additional Charges

EQP SOURCEWELLDISCOUNT -13,657.27
EQP SHIPPING 3,000.00
JET-VAC DISCOUNT -17,190.55

Selling Price: 440,000.01
Tax:
Net Selling Price: 440,000.01

Accepted by:

Prepared by:

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulett Chavers
Venus Mack
John Riggs
Shari Barr



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

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

To: Jason Boyles
Assistant City Manager

From: Steve Hotchkiss
Public Utilities Director

Date: 12-12-22

RE: Three hundred water meter boxes

Policy Issue: Purchasing

Recommendation: Consideration of a motion to award the purchase of 300 Water Meter Boxes to Core & Main in the amount of \$73,173.00. To be purchased with funds approved in 2023 Operating Budget funded with system revenues.

Background: In order to supply water meter boxes to service the large number of homes being constructed and for the routine replacement of broken and damaged boxes we need to purchase a supply of meters boxes to fill that need. Written quotes were obtained from three vendors, Core & Main, Fergusons and Delta Supply, with the low bid coming from Core & Main, at \$73,173.00.

Budget Impact: Funds were approved by in the 2022 CIP and carried over by Budget Amendment, using System Revenues.

Council Person and District: All

Attachments: Written Quotes



Bid Proposal for Meter Boxes

CITY OF STATESBORO
Bid Date: 12/06/2022
Core & Main 2660482

Core & Main
550 Jimmy DeLoach Parkway
Suite 120
Savannah, GA 31407
Phone: 912-748-3484
Fax: 912-748-7686

Seq#	Qty	Description	Units	Price	Ext Price
<p>DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.</p>					
10	300	LYLBP141-233-T-G-NL	EA	243.91	73,173.00
				Sub Total	73,173.00
				Tax	0.00
				Total	73,173.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



FEL-SAVANNAH WATERWORKS #312
 70 COLUMBIA DRIVE
 POOLER, GA 31322-8505

Phone: 912-330-0140
 Fax: 912-330-0187

Deliver To: From: David Bryan Comments:

10:52:36 DEC 01 2022

FEL-GEORGIA WATERWORKS #554

Price Quotation
 Phone: 912-330-0140
 Fax: 912-330-0187

Bid No: B567835
 Bid Date: 12/01/22
 Quoted By: DLB

Cust Phone: 912-764-5468
 Terms: NET 10TH PROX

Customer: CITY OF STATESBORO
 NATURAL GAS
 PO BOX 348
 STATESBORO, GA 30458

Ship To: CITY OF STATESBORO
 NATURAL GAS
 PO BOX 348
 STATESBORO, GA 30458

Cust PO#:

Job Name: LYB

Item	Description	Quantity	Net Price	UM	Total
SP-FLYLBP141233REC	LYLBP141-233-REC-T-G-NL YOKE BOX SB LYLBP141-233-REC-T-G-NL PRICE FIRM THROUGH 1/31/23	300	252.970	EA	75891.00

Net Total: \$75891.00
 Tax: \$0.00
 Freight: \$0.00
 Total: \$75891.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=312&on=23539>





DELTA

MUNICIPAL SUPPLY

Quote

408 Jesse Cronin Road
Braselton, GA 30517

Date	Quote #
11/29/2022	13466

Bill To
Statesboro Water and Gas Utility P.O. Box 348 Statesboro, GA 30458

Ship To
Statesboro Water and Gas Utility Water/Sewer Department 36 Hill Street Statesboro, GA 30458

Your No.	Terms	Rep	FOB	Ship Via
Verbal Inquiry	Net 30 Days	JW	Destination	Factory Direct

Quantity	Description	Unit Price	Total
300	AY McD 776P208BCVG 333X207 CTS x SBV Stretch Yoke Box	254.98	76,494.00T

	Subtotal	\$76,494.00
	Sales Tax (0.00)	\$0.00
	Total	\$76,494.00

WE APPRECIATE YOUR BUSINESS! Please contact our office with any questions regarding this quote.
Pricing Subject to Change. Standard Quotes are valid for 30 Days. Copper Quotes are valid for 24 hours.

Phone: 770-277-0211 Fax: 770-277-2412 Toll Free: 1-800-273-0574

"We Supply Service"