



May 21, 2024 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Paulette Chavers
3. Recognitions/Public Presentations
 - A) Presentation of a Medal of Valor and a Purple Heart to Advanced Patrol Officer Joey Deloach.
 - B) Presentation of a Life Saving award to Officer Nicholas Sparks-Hoskins.
 - C) Presentation of a Proclamation recognizing May 12 – 18, 2024 as Police Week.
 - D) Presentation of a Proclamation recognizing the month of May 2024 as National Cities, Towns, and Villages month.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 05-07-2024 Council Minutes
 - b) 05-07-2024 Executive Session Minutes
 - B) Consideration of a motion to approve surplus and disposition of a 2003 sterling L7500 Vacuum Truck (Vin# 2FZAATAK43AK4607) and a 2003 New Holland TC24 Tractor/Trencher (Vin# UG31620)
6. Public Hearing and Consideration of a Motion to Approve:
 - a. **APPLICATION AN 24-03-06**: 3SD Investments, LLC requests the annexation of approximately 16.54 acres of property in order to develop a townhome subdivision on Cypress Lake Road (Tax Parcel# MS40000074A000).
 - b. **APPLICATION RZ 24-03-07**: 3SD Investments, LLC requests a zoning map amendment from the R-40 (Single-Family Residential) zoning district to the R-2 (Townhouse Residential) zoning district in order develop a townhome development of approximately 101 units on Cypress Lake Road (Tax Parcel# MS40000074A000).
7. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 24-04-01**: Hartridge Realty, LLC request a variance from Section 1.1.4(C) – Transitional Provisions, of the Unified Development Code in order to complete construction of a previously reviewed Self- storage Facility on Henry Boulevard (Tax Parcel# MS84000102 07G).

8. Second reading and consideration of a motion to approve **Ordinance 2024-03**: An Ordinance amending Chapter 82 of the Statesboro Code of Ordinances, Section 62(d) allowing the use of water utility master meters.
9. Consideration of a motion to approve **Resolution 2024-13**: A Resolution to adopt the third amendment to the Fiscal Year 2024 Budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.
10. Consideration of a motion to approve a Memorandum of Understanding between the City of Statesboro and Read 4 Unity to advance our work in expanding access to pre-K-12 grade NEW & DIVERSE books by BIPOC authors for students and community in Statesboro, GA and surrounding areas.
11. Consideration of a motion to approve a Memorandum of Understanding between the City of Statesboro and Colgate-Palmolive Company to provide Bright Smile Bright Futures (BSBF) program events relating to oral health and wellness initiatives.
12. Consideration of a motion to award a contract in the amount of \$188,000.00 to Sam Hunt and Sons, Inc. for repairs to the main driveway entrance and retaining wall at Station One of the Fire Department. This project, FD-89, is funded from the 2019 SPLOST Fund.
13. Consideration of a motion to award a contract for engineering technical services for a multimodal transportation study of the Brannen Street Corridor to Goodwyn Mills Cawood (GMC) in the amount of \$125,000.00. The project work, ENG-96, will be paid from 2018 TSPLOST Funds.
14. Consideration of a motion to award the contract for \$313,355.00 with Tim Lanier Construction, LLC for Gentilly Road sidewalk improvements, project # ENG-122g. This project will be funded from the 2018 TSPLOST Fund.
15. Consideration of a motion to award a contract for engineering design services of the Fair Road Widening Improvements project (ENG-124f) to Atlas Technical Consultants LLC (Atlas) in the amount of \$385,634.00. This work will be paid from 2018 TSPLOST Funds.
16. Consideration of a motion to award a contract for engineering design services of the Cawana Road Intersection Improvements project, ENG-123f, to American Engineers, Inc. (AEI) in the amount of \$212,500.00. The project work will be paid from 2018 TSPLOST Funds.
17. Consideration of a motion to award a contract to Southern Utility Group Inc. In the amount of \$92,740.00, for the installation of natural gas facilities to serve DAS Manufacturing in the Metter Industrial Park. To be paid for with funds in the Natural Gas CIP budget item # NGD-11 and carry over funds.

18. Other Business from City Council

19. City Managers Comments

20. Public Comments (General)

21. 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)

22. Consideration of a Motion to Adjourn

STATESBORO POLICE DEPARTMENT

presents this

Medal of Valor



for

On April 16, 2024, officers were dispatched to a reported car prowler at the Copper Beech apartment complex. Upon arrival, APO Deloach approached on foot, and located a suspect in the act of unlawfully entering an auto. APO Deloach confronted the suspect, who immediately began shooting a firearm at APO Deloach. APO Deloach fired back, striking the suspect, who fled into the darkness, but was arrested a few minutes later. APO Deloach was badly wounded with a wound to the femoral artery, as well as a bullet in the left shoulder. Recognizing he was losing a lot of blood, APO Deloach attempted to place a tourniquet on himself but was unable due to the blood loss. Another Officer was quickly on scene, and properly applied the tourniquet, which saved APO Deloach's life. Under extreme duress, APO Deloach was able to effectively return gunfire after being ambushed, and suffered life threatening injuries. He is to be commended for the valor he displayed and for the sacrifice he has made on behalf of the citizens of our community.

to

JOEY DELOACH

Charles "Mike" Broadhead,
Chief of Police



STATESBORO POLICE DEPARTMENT

presents this

Purple Heart



for

ON APRIL 16, 2024, OFFICERS WERE DISPATCHED TO A REPORTED CAR PROWLER AT THE COPPER BEECH APARTMENT COMPLEX. UPON ARRIVAL, APO DELOACH APPROACHED ON FOOT, AND LOCATED A SUSPECT IN THE ACT OF UNLAWFULLY ENTERING AN AUTO. APO DELOACH CONFRONTED THE SUSPECT, WHO IMMEDIATELY BEGAN SHOOTING A FIREARM AT APO DELOACH. APO DELOACH FIRED BACK, STRIKING THE SUSPECT, WHO FLED INTO THE DARKNESS, BUT WAS ARRESTED A FEW MINUTES LATER. APO DELOACH WAS BADLY WOUNDED WITH A WOUND TO THE FEMORAL ARTERY, AS WELL AS A BULLET IN THE LEFT SHOULDER. RECOGNIZING HE WAS LOSING A LOT OF BLOOD, APO DELOACH ATTEMPTED TO PLACE A TOURNIQUET ON HIMSELF BUT WAS UNABLE DUE TO THE BLOOD LOSS. ANOTHER OFFICER WAS QUICKLY ON SCENE, AND PROPERLY APPLIED THE TOURNIQUET, WHICH SAVED APO DELOACH'S LIFE. UNDER EXTREME DURESS, APO DELOACH WAS ABLE TO EFFECTIVELY RETURN GUNFIRE AFTER BEING AMBUSHED, AND SUFFERED LIFE THREATENING INJURIES. HE IS TO BE COMMENDED FOR THE VALOR HE DISPLAYED AND FOR THE SACRIFICE HE HAS MADE ON BEHALF OF THE CITIZENS OF OUR COMMUNITY.

to
JOEY DELOACH



Charles "Mike" Broadhead,
Chief of Police



STATESBORO POLICE DEPARTMENT

presents this

Life Saving Award



for

ON APRIL 16, 2024 OFFICERS WERE DISPATCHED TO THE COPPER BEECH APARTMENT COMPLEX REGARDING A REPORTED CAR PROWLER. UPON ARRIVAL, APO JOEY DELOACH CONFRONTED A SUSPECT IN THE ACT OF UNLAWFULLY ENTERING AN AUTO. THE SUSPECT IMMEDIATELY BEGAN SHOOTING AT APO DELOACH, WHO RETURNED FIRE, STRIKING THE SUSPECT. THE SUSPECT FLED INTO THE DARKNESS, BUT APO DELOACH WAS BADLY WOUNDED WITH A WOUND TO HIS FEMORAL ARTERY WHICH WAS BLEEDING BADLY. RECOGNIZING HE WAS IN NEED OF IMMEDIATE MEDICAL ATTENTION, APO DELOACH ATTEMPTED TO PUT A TOURNIQUET ON HIMSELF BUT WAS UNABLE TO COMPLETE THE EFFORT DUE TO BLOOD LOSS. OFFICER NICHOLAS SPARKS-HOSKINS WAS QUICKLY ON SCENE AND PROPERLY APPLIED THE TOURNIQUET, AND THEN HELPED LOAD APO DELOACH INTO A PATROL CAR TO GET HIM TO THE EMERGENCY ROOM AS QUICKLY AS POSSIBLE. THE EMERGENCY ROOM DOCTOR LEFT THE TOURNIQUET IN PLACE, AND APO DELOACH WAS TRANSPORTED BY HELICOPTER TO SAVANNAH FOR SURGERY. THE TRAUMA SURGEON WAS ABLE TO REPAIR THE DAMAGED ARTERY, AND STATED THAT WITHOUT THE LIFE-SAVING TOURNIQUET, THERE WAS NO POSSIBILITY OF APO DELOACH SURVIVING. OFFICER SPARKS-HOSKINS IS TO BE COMMENDED FOR HIS ATTENTION TO DUTY AND PROFESSIONAL SKILL.

to

NICHOLAS SPARKS-HOSKINS

Charles "Mike" Broadhead,
Chief of Police



A PROCLAMATION BY THE MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA

2024 NATIONAL POLICE WEEK

WHEREAS, in 1962, President John F. Kennedy signed a proclamation which designated May 15th as Peace Officer's Memorial Day and the week in which that date falls as Police Week; and

WHEREAS, the officers and staff of the Statesboro Police Department play an essential role in protecting the freedoms and safeguarding the rights of the citizens of our community; and

WHEREAS, there are nearly 60,000 assaults on law enforcement officers across the United States each year, resulting in approximately 16,000 injuries; and

WHEREAS, more than 20,000 law enforcement officers in the United States have died in the line of duty since the first recorded death in 1791; and

WHEREAS, it is important to recognize the partnership that exists between the police and their community in order to ensure a high quality of life for all citizens,

NOW, THEREFORE I, Jonathan McCollar Mayor of the City of Statesboro do hereby proclaim the week of May 12 through May 18, 2024 as

POLICE WEEK

in the City of Statesboro, and therefore extend appreciation to the members of the Statesboro Police Department for their dedicated work alongside our community, and call upon all citizens to take a moment to consider the responsibilities we place upon the shoulders of our law enforcement officers, and to reflect on those officers in our nation who have died in the line of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Statesboro on this 15th day of May in the year 2024.




Jonathan McCollar, Mayor

A PROCLAMATION BY THE MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA

NATIONAL CITIES, TOWNS, AND VILLAGES MONTH

- WHEREAS,** the National League of Cities was founded in 1924 in Lawrence, Kansas, as the American Municipal Association by state municipal leagues seeking more coordination and national representation as cities, towns, and villages expanded rapidly; and,
- WHEREAS,** the nonpartisan National League of Cities is the oldest and largest organization representing municipal governments throughout the United States, representing the interests of more than 19,000 cities, towns, and villages across the country; and,
- WHEREAS,** the National League of Cities works in partnership with 49 state municipal leagues across the country to strengthen local leadership, drive innovation, and influence the federal policies that impact local programs and operations; and,
- WHEREAS,** as the voice of cities, towns, and villages in Washington, DC, the National League of Cities has successfully championed federal legislative solutions that support municipalities and has worked closely with Congress and the Executive Branch to educate policymakers on the realities of local implementation; and,
- WHEREAS,** The City of Statesboro is a proud member of the National League of Cities, and has benefited from the organization's research, technical expertise, federal advocacy and opportunities to learn from other local governments; and
- WHEREAS,** local governments are the bedrock of American democracy, providing 336 million residents with the most accountable, responsive, inclusive, ethical, and transparent government in the world; and
- WHEREAS,** from the nation's smallest villages to its largest cities, America's local governments have been essential in transforming the United States of America into the greatest, most influential nation in world history; and
- WHEREAS,** Statesboro was first incorporated in 1803 and is proudly served today by 6 elected officials and a municipal workforce of [#] dedicated public servants;

NOW THEREFORE, I, Jonathan McCollar, Mayor of the City of Statesboro do hereby proclaim May 2024 as

NATIONAL CITIES, TOWNS, AND VILLAGES MONTH

In celebration of America's local governments and the National League of Cities' historic centennial anniversary.

Jonathan McCollar, Mayor



CITY OF STATESBORO
COUNCIL MINUTES
MAY 07, 2024

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

City Manager Charles Penny gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	9:11 am
Paulette Chavers	Councilmember	Present	
Ginny Hendley	Councilmember	Present	
John Riggs	Councilmember	Present	
Shari Barr	Mayor Pro Tem	Present	

Other staff present: City Manager Charles Penny, Assistant City Manager Jason Boyles, Senior IT Specialist Alan Schleder, City Attorney Cain Smith and City Clerk Leah Harden

3. Recognitions / Public Presentation:

A) Presentation of a Proclamation recognizing May 19-25, 2024 as National Public Works Week.

Mayor McCollar read and presented a Proclamation recognizing May 19-25, 2024 as National Public Works Week to Director of Engineering and Public Works John Washington.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

- a) 04-16-2024 Work Session Minutes
- b) 04-16-2024 Council Minutes
- c) 04-16-2024 Executive Session Minutes

A motion was made to approve the consent agenda.

RESULT:

Approved (Unanimous)

MOVER:

Councilmember John Riggs

SECONDER:

Councilmember Ginny Hendley

AYES:

Chavers, Hendley, Riggs, Barr

ABSENT

Councilmember Boyum

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

**Southern Liquors, LLC
305 Tormenta Way, Building 3
Statesboro, Ga 30458**

License Type: Package Sales: Beer, Wine, and Distilled Spirits

A motion was made to open the public hearing.

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

Nobody 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 Paulette Chavers
AYES:	Chavers, Hendley, Riggs, Barr
ABSENT	Councilmember Boyum

A motion was made to approve the application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13 (a) issued to Southern Liquors, LLC located at 305 Tormenta Way, Building 3 Statesboro, Ga 30458 for License Type: Package Sales: Beer, Wine, and Distilled Spirits.

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

7. Public Hearing and First Reading of Ordinance 2024-03: An Ordinance amending Chapter 82 of the Statesboro Code of Ordinances, Section 62(d) allowing the use of water utility master meters.

A motion was made to open the public hearing.

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

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:	Chavers, Hendley, Riggs, Barr
ABSENT	Councilmember Boyum

A motion was made to approve the first reading and move forward to the second reading of Ordinance 2024-03: An Ordinance amending Chapter 82 of the Statesboro Code of Ordinances, Section 62(d) allowing the use of water utility master meters.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Ginny Hendley
AYES:	Chavers, Hendley, Riggs, Barr
ABSENT	Councilmember Boyum

8. Consideration of a motion to waive the formalities under Sec. 2-2-4 and approve Ordinance 2024-04: An Ordinance to recodify Chapter 14 Article III Apartment Security.

A motion was made to waive the formalities under Sec. 2-2-4 and approve Ordinance 2024-04: An Ordinance to recodify Chapter 14 Article III Apartment Security.

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

9. Consideration of a motion to approve Resolution 2024-12: A resolution approving application for the 2024 Keep Georgia Beautiful Foundation Sandra Webb Legacy Grant.

A Motion was made to approve Resolution 2024-12: A resolution approving application for the 2024 Keep Georgia Beautiful Foundation Sandra Webb Legacy Grant.

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

10. Consideration of a motion to approve an application submitted by Stadium Walk Homeowners Association, Aries Management LLC, and APLL Investments, LLC for funding under the Security Enhancement Incentive Program in amount of \$17,875.00.

At 9:11 am Councilmember Phil Boyum joined the meeting.

A Motion was made to approve an application submitted by Stadium Walk Homeowners Association, Aries Management LLC, and APLL Investments, LLC for funding under the Security Enhancement Incentive Program in amount of \$17,875.00.

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

11. Consideration of a motion to approve the award of purchase for a 2024 F-550 4x2 with a dump body to J.C. Lewis Ford in the amount of \$95,790.46. This item is funded in the CIP Fund through the GMA Lease Pool.

A motion was made to approve the award of purchase for a 2024 F-550 4x2 with a dump body to J.C. Lewis Ford in the amount of \$95,790.46. This item is funded in the CIP Fund through the GMA Lease Pool.

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

12. Consideration of a motion to reject Bid Project #2024 STM-38 for the Donnie Simmons Way Culvert Upgrades Project. S. A. Brown Enterprises submitted a sealed bid in the amount of \$609,599.00. The budgeted amount for this project was \$400,000.00.

A motion was made to approve reject Bid Project #2024 STM-38 for the Donnie Simmons Way Culvert Upgrades Project. S. A. Brown Enterprises submitted a sealed bid in the amount of \$609,599.00. The budgeted amount for this project was \$400,000.00.

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

13. Other Business from City Council

Mayor Pro Tem Shari Barr thanked everyone for helping with Downtown Live and reminded everyone there are six more to come.

14. City Managers Comments

City Manager Charles Penny stated there will be a Budget Work Session on May 14th at 2:00pm in the Council Chambers. Mr. Penny also reviewed several items in the FYI packet first, is a memo in the packet for Council and the public from the finance director Cindy West recommending that if a utility bill is less than \$5.00 we will not charge a late penalty. The second item is a letter that was sent to the Vault apartment complex putting them on notice due to increased criminal activity at the complex. The Vault apartments has been the scene of several shootings lately. They have had an opportunity to take advantage of the Security Enhancement Grant the city has available, and they have not shown any interest in. They need to take advantage of technology and whatever else to reduce the crime situation in that complex. Lastly people are utilizing the utility assistance funds the city provided from the COVID relief funds we received. As of today we there is a balance of about \$40,000.

15. Public Comments (General):

John Ratcliff a retired pilot shared that on May 18th he will be holding an event at the Statesboro Airport called “First Flight” where they fly youth around. It will go from 10am-2pm, youth will have to be accompanied by an adult. There will be free food for the kids and concessions for the adults to purchase.

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

At 9:28 am motion was made to enter into executive session.

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

At 9:36 am motion was made to exit executive session.

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

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

A motion was made to appoint Jim Rackshaw, Judy Godfrey, and Zach VanOttern to the Statesboro Tree Board.

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

17. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 9:37 am.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

City of Statesboro Public Utilities Department



To: Mr. Jason Boyles
Assistant City Manager

From: Steve Hotchkiss
Director of Public Utilities

Date: 04-10-2024

RE: Surplus and Disposition of Assets

Policy Issue: Council Approval to dispose of Vehicles & Equipment in accordance with City Purchasing Policy Section 3.

Recommendation: Consideration of a Motion to approve for Surplus and Disposition of the following item:

1. 2003 Sterling L7500 Vacuum Truck Vin# 2FZAATAK43AK74607
2. 2003 New Holland TC24 Tractor/Trencher Vin# UG31620

Background: The staff in Public Utilities has determined the equipment listed above has exceeded its useful life.

Budget Impact: Small increase from sale of items.

Council Person and District: N/A

Attachments: None

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Ginny Hendley, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan M. 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: Justin Williams, Planning & Housing Administrator

Date: May 8, 2024

RE: May 21, 2024 City Council Agenda Items

Policy Issue: *Unified Development Code: Request for Annexation*

Recommendation: Staff recommends Approval of the Annexation requested by AN 24-03-06.

Background: 3SD Investments, LLC requests the annexation of approximately 16.54 acres of property in order to develop a townhome subdivision on Cypress Lake Road (Tax Parcel# MS40000074A000).

Budget Impact: None

Council Person and District: Chavers (District 2 - Proposed)

Attachments: General Annexation Report & Ordinance of Annexation

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Ginny Hendley, 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: Justin Williams, Planning & Housing Administrator
Date: May 8, 2024
RE: Cypress Lake Road Annexation: AN 24-03-06

Below is the information regarding this requested annexation:

Cypress Lake Townhomes

All estimates are based off of the initial concept of the development, therefore cost estimates and the number of townhouses being developed may vary as the project manifest. The calculations prepared in this document utilize the expected number of actual units discussed with the developer and are subject to change.

This development is located in the "Potential Annexation Area" under the 2019-2029 Comprehensive Master Plan, and this is a flexible development area. That determined, there would be some necessary infrastructure improvements to undertake by the City and County. Be aware that the update of this plan is still pending adoption.

This analysis is broken into specific areas related to the following: Utility & Infrastructure Cost, Tax Implications and Economic Impact.

Utility & Infrastructure Revenue

Calculations for the extension of utilities into the area derived from the Department of Public Utilities determined that the extension of utilities onto the site would be incurred by the developer. These extensions would be maintained by the City. The applicant would be required to pay for both the water and sewer extensions, the taps into the system per household, and due to the possible elevations on the site, may be responsible for the installation of a lift station as well. The Aid to Construction fee is a specific fee associated with the impact that a development would have on the City Wastewater Treatment Plant, and is used exclusively to assist in maintaining this plant. In the case of this development, it would be paid based on the newly constructed units. The Developer is currently proposing 101 three bedroom units in the subdivision.

The installation of gas to the subdivision has not been shown as desirable, therefore no analysis has been conducted for this item.

Infrastructure Revenue to the City			
	Water Tap	Sewer Tap	Aid to Construction
Per Unit Revenue	\$1220	\$600	\$1200
Total Estimated	\$123,220	\$60,600	\$121,200

Tax Implications

As of 2024, the City of Statesboro currently has a millage rate of 8.125 mills. The land value of the property without infrastructure is currently listed by the Bulloch Tax Assessor at \$130,800. Considering that value, the 40% assessed amount will be \$52,320. Within the first year, the general tax rate of the land would be \$425.10. At this time, there is no specific price point for the units under construction, but real estate trends on average for the proposed product would be sold individually for approximately \$214,000.

The initial proposed project and property survey can be found at the end of this document.

Economic Impacts

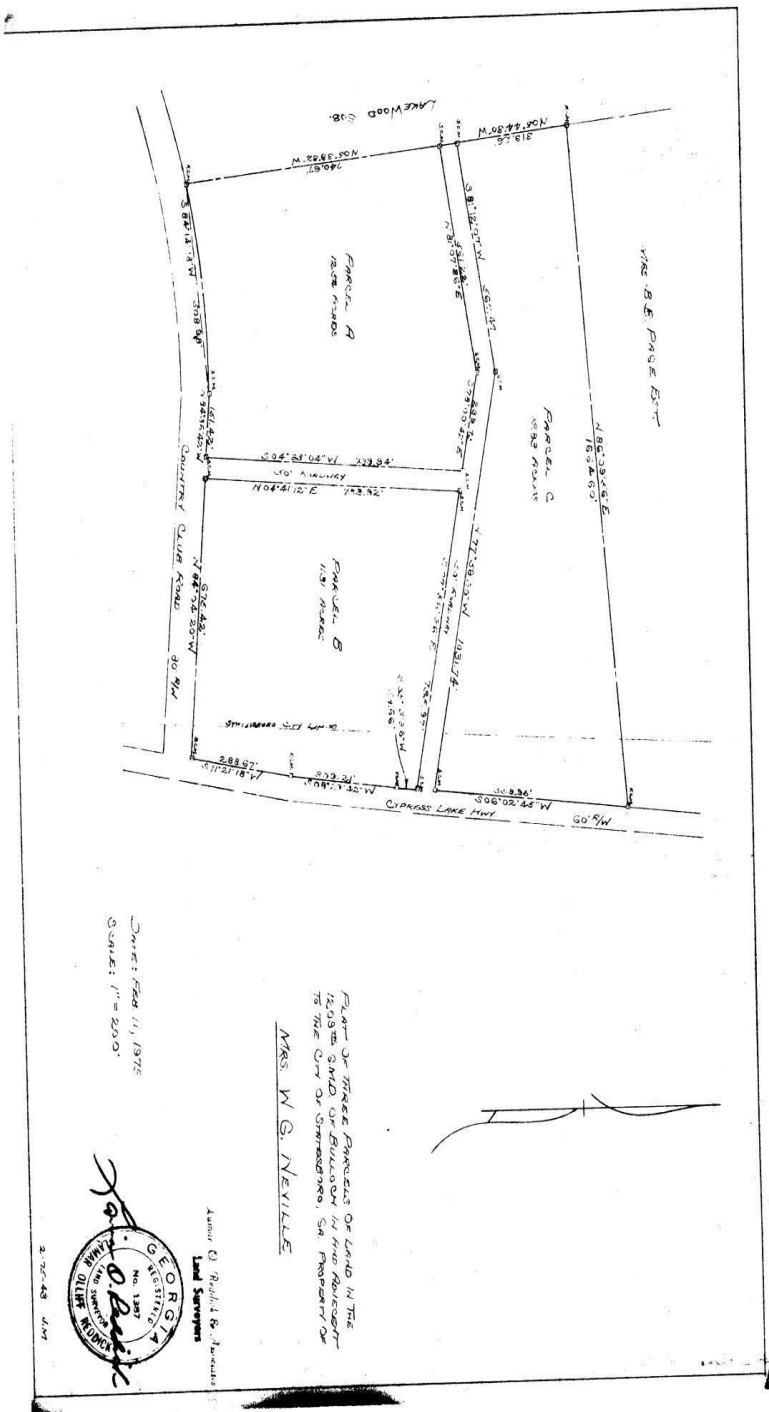
In regards to the general impact to the economic base of the City, there are two factors to consider. The first is the general amount of financial impact directly to the City upon annexation, and the second is the financial impact to the City post construction. This does not include any impacts to the overall traffic analysis of the proposed development, nor does it include the overall cost of services in terms of fire nor police (this area is already covered by the 5-mile fire district, so there is no likely change in this service cost).

The main road would be located in the City, and transition into County jurisdiction. The intersection of Cypress Lake Road and Country Club Road will be impacted by this development. The intersection of Cypress Lake Road and Veterans Memorial Bypass may also be impacted, but this area will remain in County jurisdiction pending additional annexation.

General analysis of the project shows estimated revenues. As noted, the market average for developments of this type are around \$214,000 per unit, which would generate a total construction value of approximately \$21,614,000.

	Without Annexation	Annexation & No Development	Development at R-2
Land Value	\$130,800	\$130,800	\$21,614,000
Water/Sewer Improvement	\$0	\$0	\$241,860
Property Tax Value (Yearly)	\$0	\$847.08	\$53,722

Parcel



PLANS OF THESE PARCELS OF LAND IN THE
 2000th WILSON BLVD. IN THE DISTRICT OF
 THE CITY OF WASHINGTON, SA. PREPARED BY
 MRS. W. G. NEVILLE

DATE: FEB 11, 1975
 SCALE: 1" = 200'



GEORGIA, BULLOCH COUNTY
 Office of Civil Superior Court
 This is to certify that the following instrument was
 filed for record in the Office of Civil Superior Court
 of Bulloch County, Georgia, on the 11th day of February,
 1975, at 10:00 A.M. and that the same is a true and
 correct copy of the original as the same appears from
 the records of said Office.
 Clerk Bulloch Superior Court

Development Proposal



CYPRESS LAKE TOWNHOMES
STATESBORO, GA
DATE: FEBRUARY 18, 2024 SCALE: 1" = 150'

HUSSEY GAY BELL
Established 1958
101 South College Street, Statesboro, GA 30458 / 791.234.4626



SITE INFORMATION
TOTAL ACREAGE: 18.73 ACRES
PROJECT ADDRESS: CYPRESS LAKE ROAD
FID: NS16000074400
CURRENT ZONING: R-40/R-2
DPT. COUNTY: 108
DPT. COUNTY: 208
DPT. COUNTY: 208
PRIVATE EASEMENT WIDTH: 50'
MINIMUM SETBACK FROM SIDEWALK: 20'
AMENITY SPACE: 10' MIN

ORDINANCE # 2024- 05:
AN ORDINANCE TO ANNEX PROPERTY
INTO THE CITY OF STATESBORO

WHEREAS, the Mayor and City Council of the City of Statesboro, Georgia have received and accepted a petition from 3SD Investments, LLC, the owner of 100 percent of the property to be annexed; and

WHEREAS, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated, in order to annex property, to provide an effective date, and other provisions, the Mayor and City Council must approve an ordinance for annexation;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled as follows:

Section 1. The area contiguous to the City of Statesboro as described in the Unified Development Code, which is attached to and incorporated as part of this ordinance, is hereby annexed into the City of Statesboro and is made a part of said city. Said property also being known as Bulloch County tax map parcel # MS40000074A000 and further described under Appendix A:

Section 2. This ordinance shall become effective on June 1, 2024.

Section 3. The Director of Planning & Development of the City of Statesboro is instructed to send a report that includes certified copies of this ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to the Census maps during the next survey and stating that the survey map will be completed and returned to the United States Census Bureau, Georgia Department of Community Affairs, and to the governing authority of Bulloch County, Georgia within thirty (30) days after the effective date of the annexation as set forth in Section 2.

Section 4. On the effective date of the annexation, this property shall be placed in Council District 2 of the City of Statesboro.

Section 5. This property shall be zoned R-2 (Townhouse Residential) and located within the Developing Urban Neighborhood character area on the City of Statesboro Future Development Map pursuant to the vote of the Statesboro City Council held on May 21, 2024, subsequent to a public hearing regarding the zoning of said property.

Section 6. All ordinances and parts of ordinances in conflict with this ordinance are repealed.
APPROVED this 21st day of May, 2024 by the Mayor and Council of the City of Statesboro.

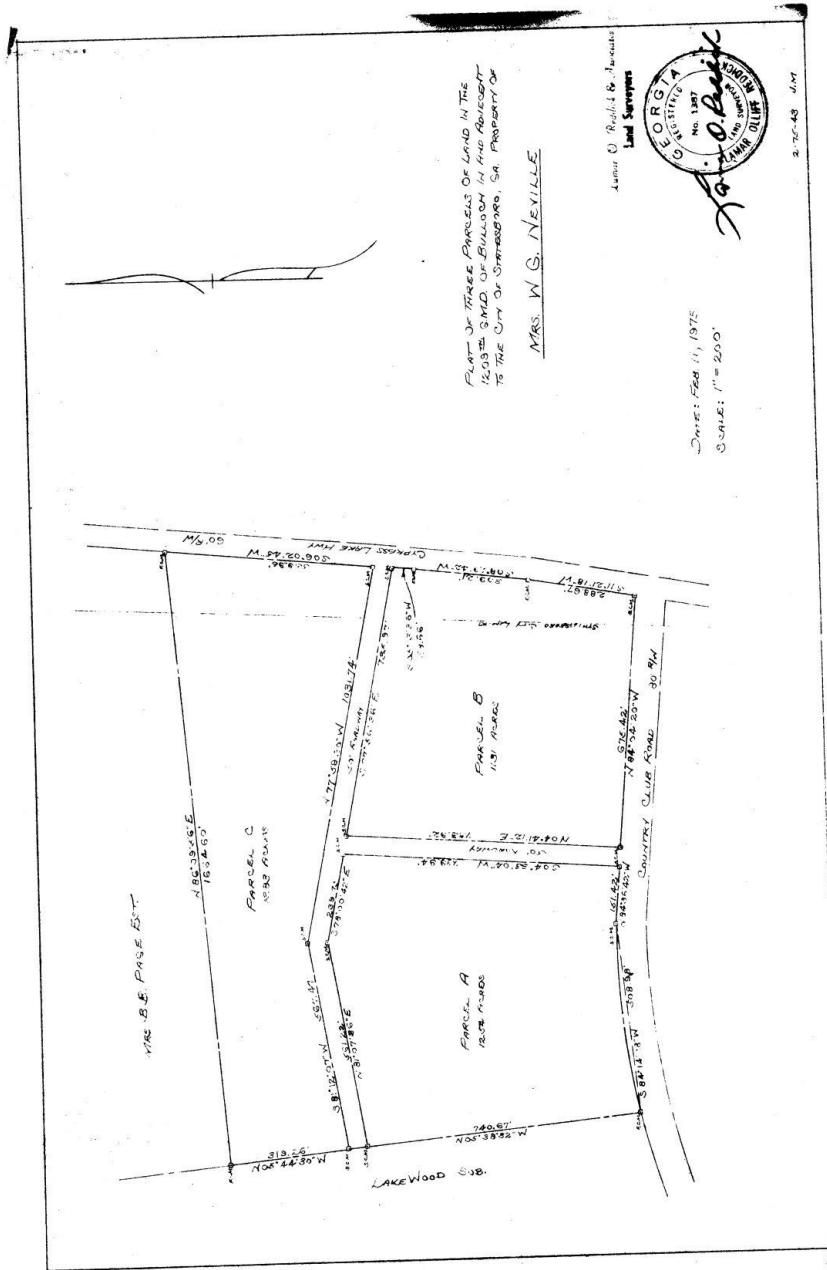
ATTEST:

Jonathan McCollar, Mayor

Leah Harden, City Clerk

Appendix A

Property to be annexed on the surveys below and further described as approximately 16.94 +/- acres of land located on Cypress Lake Road (Tax Parcel # MS40000074A000).



PLAT OF THESE PARCELS OF LAND IN THE
 16.94 ACRES, BULLOCH COUNTY, GEORGIA
 TO THE CITY OF SPRINGDALE, GA. PROPERTY OF
 MRS. W. G. NEVILLE

Laura O. Ruffel & Associates
 Land Surveyors



DATE: FEB 11, 1975
 SCALE: 1" = 200'

GEORGIA, BULLOCH COUNTY
 Office of Civil Superior Court
 This is to certify that the within instrument was
 filed for record on this day of February, 1975
 at 11:00 AM o'clock of the day.
 By Laura O. Ruffel
 Clerk, Bulloch Superior Court

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Ginny Hendley, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan M. 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: Justin Williams, Planning & Housing Administrator

Date: May 8, 2024

RE: May 21, 2024 City Council Agenda Items

Policy Issue: *Unified Development Code: Zoning Map Amendment*

Recommendation: The Planning Commission recommends Approval of the Zoning Map Amendment requested by RZ 24-03-07.

Background: 3SD Investments, LLC requests a zoning map amendment from the R-40 (Single-Family Residential) zoning district to the R-2 (Townhouse Residential) zoning district in order develop a townhome development of approximately 101 units on Cypress Lake Road (Tax Parcel# MS40000074A000).

Budget Impact: None

Council Person and District: Chavers (District 2 – Proposed)

Attachments: Development Services Report (RZ 24-03-07)



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 24-03-07 ZONING MAP AMENDMENT REQUEST		
LOCATION:	Cypress Lake Road	
EXISTING ZONING:	R-40/R-15 (Single-Family Residential – County)	
ACRES:	16.54 acres	
PARCEL TAX MAP #:	MS40000074A000	
COUNCIL DISTRICT:	District 2 (Chavers – Proposed)	
EXISTING USE:	Vacant Lot	
PROPOSED USE:	Townhome Subdivision	

PETITIONER 3SD Investments, LLC
ADDRESS 3281 Williams Road; Statesboro GA, 30458

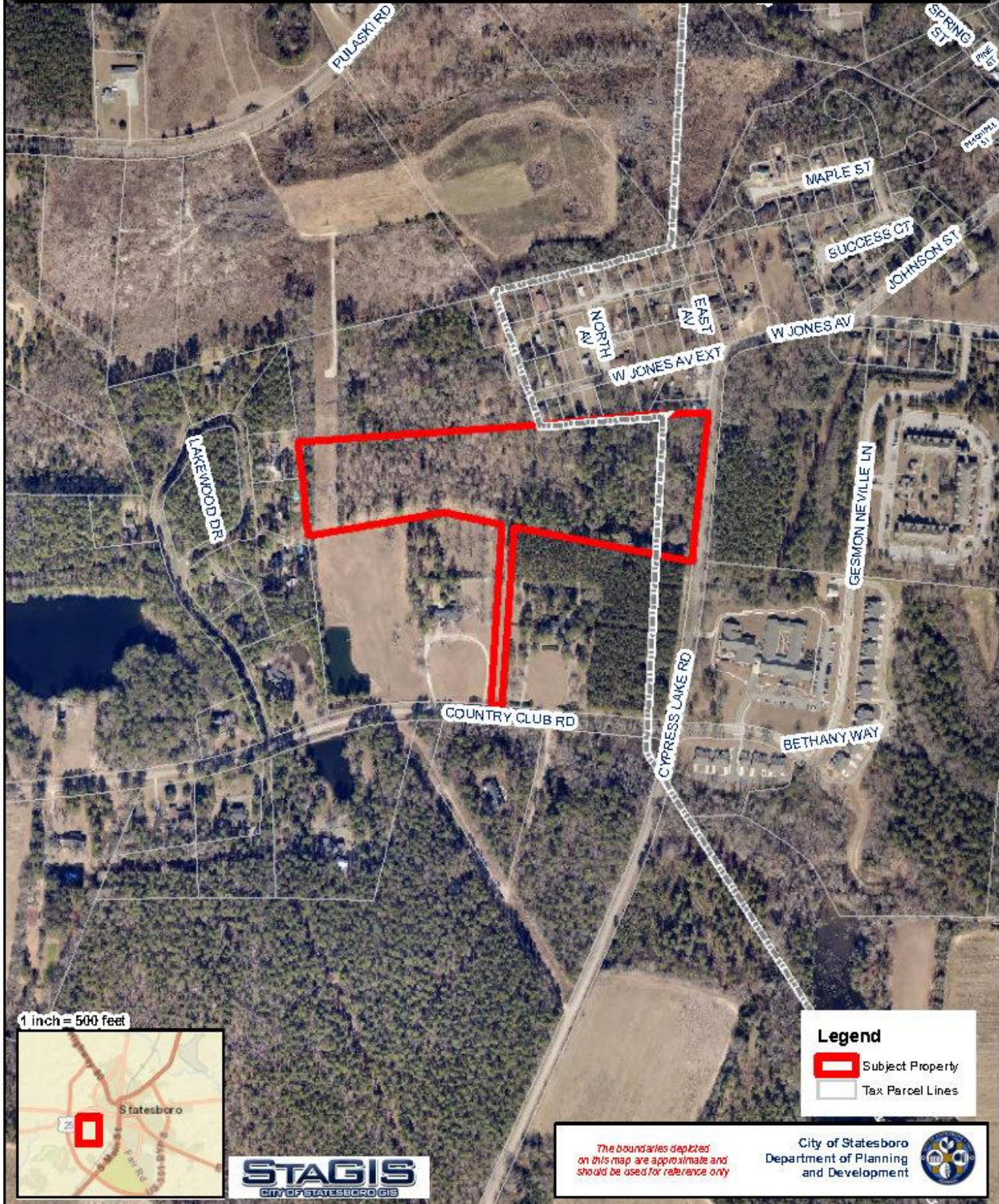
REPRESENTATIVE Nathan Brown
ADDRESS 329 Commercial Drive; Savannah GA, 31406

PROPOSAL
<p>The applicant is requesting an Annexation and subsequent Zoning Map Amendment to the R-2 (Townhouse Residential) zoning district for 16.54 acres of property in order to develop a townhome subdivision.</p>
PLANNING COMMISSION RECOMMENDATION
<p><u>RZ 24-03-07 - CONDITIONAL APPROVAL</u></p>

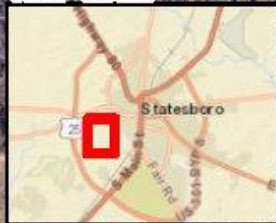
Case #AN 24-03-06 & RZ 24-03-07

Cypress Lake Rd
Parcel: MS40000074A000

Location Map



1 inch = 500 feet



Legend

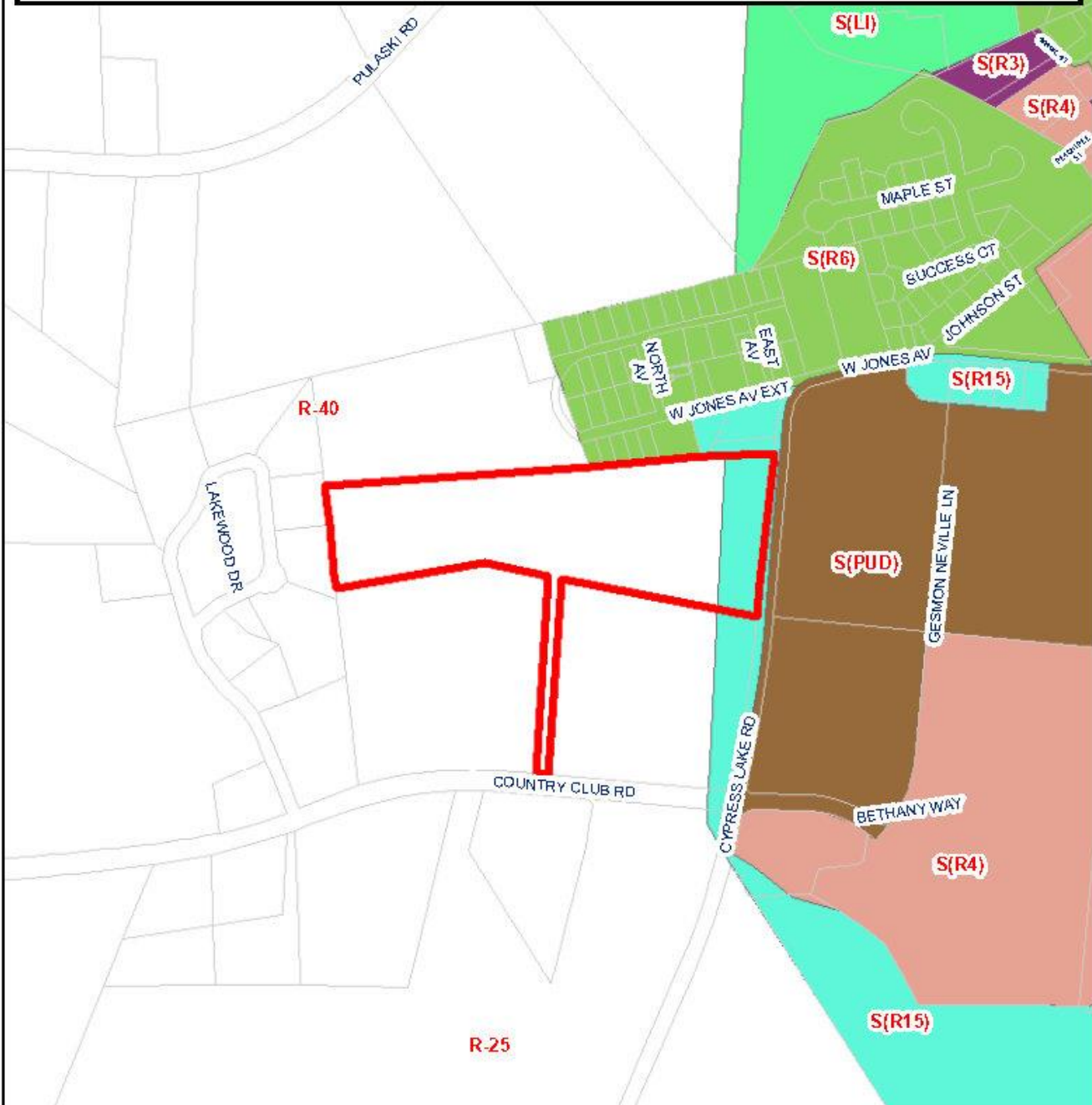
- Subject Property
- Tax Parcel Lines

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

City of Statesboro
Department of Planning and Development

Case # AN 24-03-06 & RZ 24-03-07
Cypress Lake Rd
Parcel: MS40000074A000

Current Zoning Map



1 inch = 500 feet



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 # AN 24-03-06 & RZ 24-03-07
Cypress Lake Rd
Parcel: MS40000074A000

Future Landuse 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



SURROUNDING LAND USES/ZONING		
Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: R-6 (Single-Family Residential)	Vacant Lot
Northeast	Location Area #2: R-6 (Single-Family Residential)	Single-Family Dwelling
Northwest	Location Area #3: R-40 (Single-Family Residential - County)	Vacant Land
East	Location Area #4: PUD (Planned Unit Development)	The Lodge at Bethany
West	Location Area #5: R-40 (Single-Family Residential - County)	Single-Family Dwelling
Southwest	Location Area #6: R-25 (Single-Family Residential – County)	Single-Family Dwelling
Southeast	Location Area #7: PUD (Planned Unit Development)	The Lodge at Bethany
South	Location Area #8: R-25 (Single-Family Residential – County)	Single-Family Dwelling

PROPOSED SITE



SUBJECT SITE

The subject site is a vacant 16.54 acre parcel located on both Cypress Lake Road, and Country Club Road. The applicant has direct access onto Cypress Lake Road from the parcel which will require County approval, but other means of ingress and egress has not been finalized due to required property acquisition. The applicant seeks to develop the site for approximately 101 units, but the current layout has not been finalized at this time.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* shows this area as a “potential Annexation Area” which generally has significant flexibility in future uses. This area is under review in the currently ongoing revision to the Comprehensive Plan.

ENVIRONMENTAL SITE ANALYSIS

The subject property contains wetlands, but all development is proposed to avoid the projected wetlands at this time. There are also no FEMA classified flood areas on the site.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is not currently served by City Water or Sewer, but water and sewer can be connected from multiple areas, which are currently under consideration. Additional property acquisition would be required to access the existing West Jones Avenue Extension, although a strip of land does exist to the South which could provide site access. At this time, it is unlikely that this strip would be sufficient for a full access. The proposed unit count does not exceed the International Fire Code requirement for additional access, but due to the high number this would be a useful addition. There is concern about the access being proposed on Cypress Lake Road, as the turn could cause some site issues, especially in circumstances of speeding by residents and people entering town.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

The *Statesboro Zoning Ordinance* permits a zoning map 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.”

The Zoning Procedures Law, specifically the “Steinberg Criteria” provides minimum standards for local governments to consider in the rezoning of properties. Those standards are as follows:

- 1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?**
 - The surrounding area has a mix of existing single-family housing, as well as some duplexes serving the Lodge at Bethany.
- 2. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?**
 - The adjacent property already serves the role of providing housing, and the currently connected roadway would not negatively impact immediate access to those lots.
- 3. Does the property to be rezoned have a reasonable economic use as currently zoned?**

- This property could build significantly less units of single-family housing with the current zoning, but there would be little reason to access public utilities to do so and at the proposed cost.
- 4. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?**
- This road currently has a great deal of commuter traffic in the morning and evenings, and significant care must be taken when considering the access to the site. Current bus routes do already access the area, as there are existing neighborhoods being served. The nearest schools are Langston Chapel Elementary and Langston Chapel Middle.
- 5. Are there other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?**
- This is a growing area, as the development of the nearby Publix Complex has spurred request for development along this road in general. It is likely that more traffic will be added to this road in the future through additional annexations. Implementation of the Long Range Transportation Plan should provide additional options to assist in developing this area, potentially through right of way acquisition.
- 6. Does the zoning proposal conform to the Long Range Land Use Plan of the Municipality?**
- The overall use does not conflict with the currently defined “Potential Annexation Area” of the Comprehensive Master Plan. Additional guidance will be provided in the upcoming update of this plan.

Subject Property



Eastern Property



Northern Property



Southern Property



Sketch Plan



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval RZ 24-03-07**. 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 site and/or building plan approval as submitted. Project will be required to meet all City Ordinances and applicable building codes.
- (2) The applicant must submit a Traffic Impact Analysis before completion of the project subdivision to ensure that appropriate right-of-way and traffic calming measures can be implemented.

At the regularly scheduled meeting of the Planning Commission on May 7, 2024, the Commission recommended approval of the Zoning Map Amendment and staff conditions with a 4-0 vote.

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Ginny Hendley, District 3
John Riggs, District 4
Shari Barr, District 5



Jonathan M. 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: Justin Williams, Planning & Housing Administrator

Date: May 8, 2024

RE: May 21, 2024 City Council Agenda Items

Policy Issue: *Statesboro Unified Development Code: Variance Request*

Recommendation: The Planning Commission recommends Approval of the Variance requested by V 24-04-01.

Background: Hartridge Realty, LLC request a variance from Section 1.1.4(C) – Transitional Provisions, of the Unified Development Code in order to complete construction of a previously reviewed Self-Storage Facility on Henry Boulevard (Tax Parcel# MS84000102 07G).

Budget Impact: None

Council Person and District: Barr (District 5)

Attachments: Development Services Report (V 24-04-01)



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

P.O. Box 348
 Statesboro, Georgia 30458

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

V 24-04-01 ZONING VARIANCE REQUEST	
LOCATION:	Henry Blvd, Lot #9
EXISTING ZONING:	MX (Mixed-Use)
ACRES:	2.86 acres
PARCEL TAX MAP #:	MS84 000102 07H
COUNCIL DISTRICT:	District 5 (Barr)
EXISTING USE:	Vacant Lot
PROPOSED USE:	Self-Storage Units

PETITIONER Hatridge Realty, LLC
ADDRESS 1700 Frederica Road, Unit 204; St. Simons Island GA, 31522

REPRESENTATIVE Stephen T. Rushing
ADDRESS P.O. Box 327; Statesboro GA, 30458

PROPOSAL
The applicant requests a variance from the Transitional Provisions of Section 1.1.4(C) of the Unified Development Code in order to complete construction of a self-storage development.
STAFF/PLANNING COMMISSION RECOMMENDATION
<u>V 24-04-01 – CONDITIONAL APPROVAL</u>

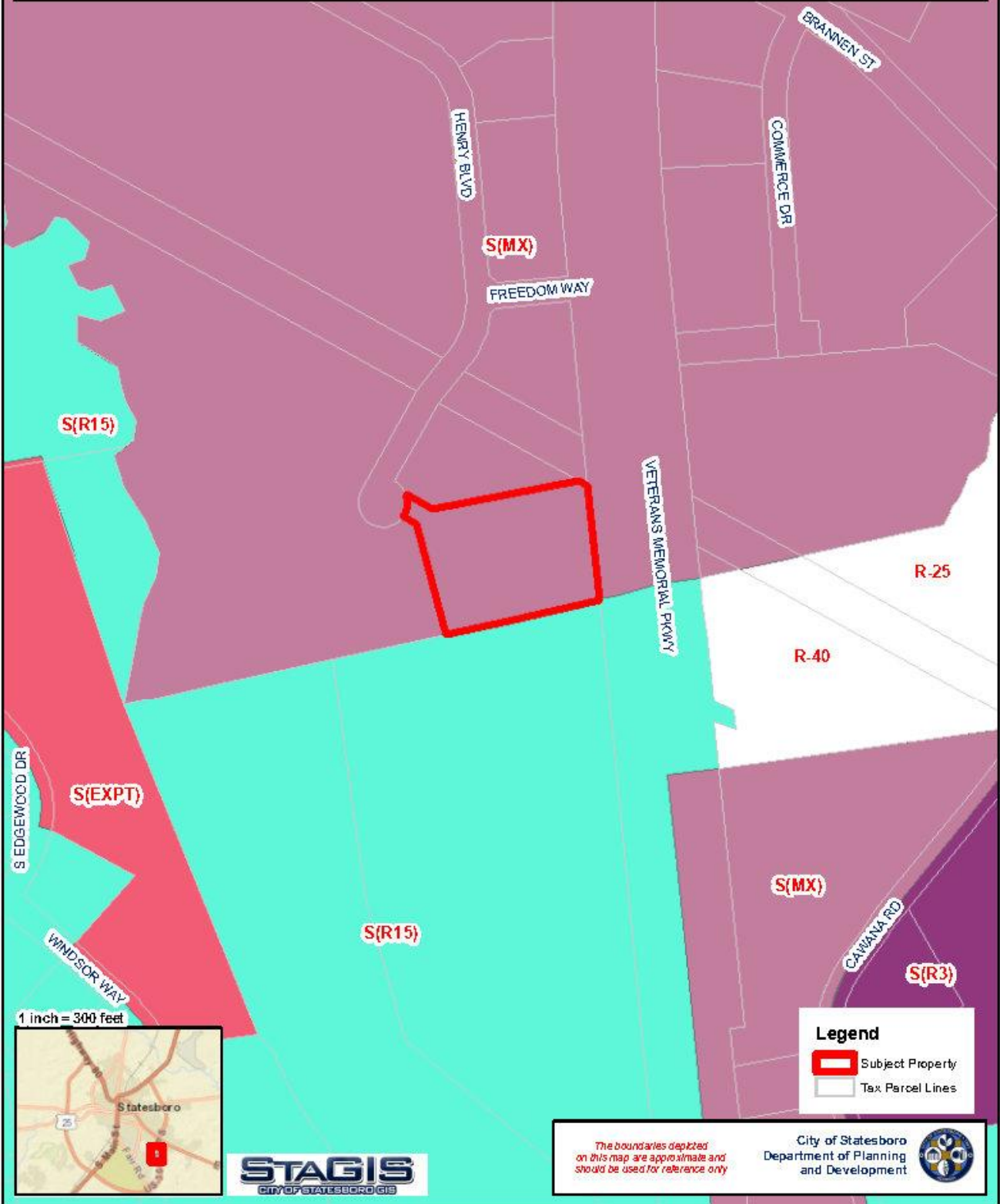
Case # V 24-04-01
Statesboro Crossing Lot 9
Parcel: MS34000102 07H

Location Map



Case # V 24-04-01
Statesboro Crossing Lot 9
Parcel:MS84000102 07H

Current Zoning Map

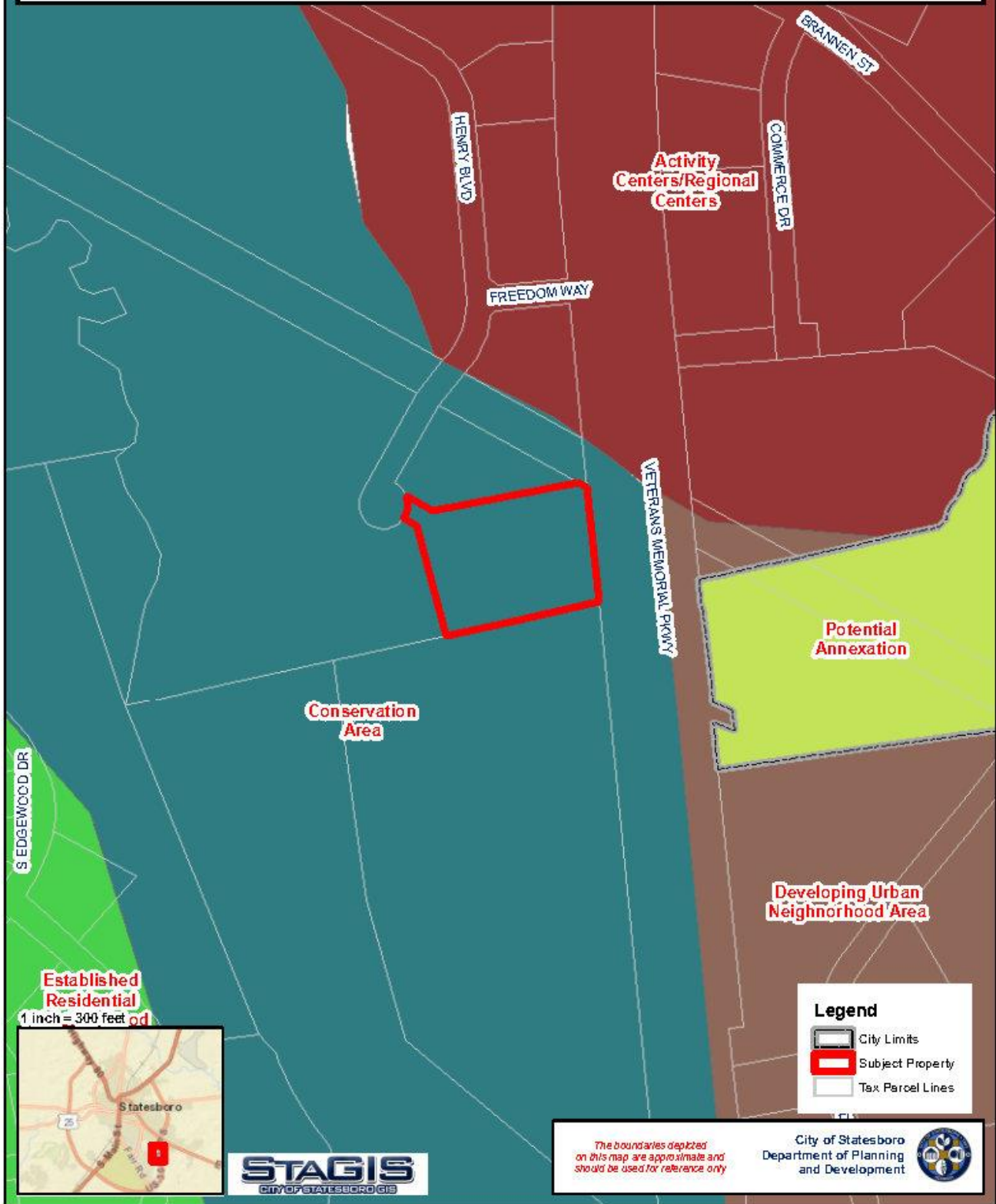


The boundaries depicted on this map are approximate and should be used for reference only.

City of Statesboro
Department of Planning and Development

Case # V 24-04-01
Statesboro Crossing Lot 9
Parcel: MS84000102 07H

Future Landuse Map





SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: MX (Mixed-Use)	Mavis Tire
Northeast	Location Area #2: MX (Mixed-Use)	Veterans Memorial Bypass
East	Location Area #3: MX (Mixed-Use)	Franklin Toyota
Northwest	Location Area #4: MX (Mixed-Use)	Olive Garden
Southeast	Location Area #5: R-15 (Single-Family Residential)	Vacant Land
South	Location Area #6: R-15 (Single-Family Residential)	Vacant Land
Southwest	Location Area #7: R-15 (Single-Family Residential)	Vacant Land
West	Location Area #8: R-15 (Single-Family Residential)	Vacant Land

SUBJECT SITE

The subject site is a 2.86 acre lot located in the existing Statesboro Crossing Development. The property has historically been vacant due to considerable issues with surrounding wetlands. The applicant conducted all required reviews on the property prior to the institution of the Unified Development Code, but did not pick up the land disturbance permit, and the associated timeline of the development has stalled the developers build schedule significantly. The applicant seeks to continue the Land Disturbance process, by following the already approved plans on the site.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Conservation” character area, which generally calls for open space, multi-purpose trails and passive recreation.

ENVIRONMENTAL SITE ANALYSIS

The subject property is not in a special flood hazard area, but general mapping does show this site in a wetland. In accordance with the delineation of wetlands on the site, there are no wetlands to be disturbed on this site.

COMMUNITY FACILITIES AND TRANSPORTATION

There is an access road leading to the location, but future development opportunities will prevent significant travel issues. An item of concern would be the existing S&S Greenway Trail, which would have to be crossed to access the site.

ZONING VARIANCE STANDARDS OF REVIEW

The *Statesboro Unified Development Code* provides for the award of variances by the City Council from the zoning regulations. Section 2.7.4 of the *Unified Development Code Ordinance* states that the Mayor and Council [shall consider the following criteria:

- 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 was originally planned as a part of the overall development of Statesboro Crossing, but has not been utilized since development of the area. Historically, the parcel had by-right allowance of the development type.
- 2. The special conditions and circumstances do not result from the actions of the applicant;**
 - The institution of the *Unified Development Code* made amendments to all zoning districts, during the process of review for this property.
- 3. The application of the ordinance to this particular piece of property would create an unnecessary hardship;**

- A significant amount of engineering has already taken place for the site, and the applicant had met all requirements for development of the property at the time of the transitional period ending.

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

- The property would otherwise continue to sit vacant, and while in a conservation area, contains no significant tree species. This land is private and was not utilized as a part of the overall trail area. The property by-right could also develop in a way that may have more significant trail impacts due to continued road crossings.

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 inconsistent with the subject site's character area "Conservation Area" as stated in the *2019 – 2029 Comprehensive Master Plan*, although the prior zoning would have allowed this use by right.

Subject Property



Western Property



Southern Property



Northern Property



STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval V 24-04-01**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this variance does not grant the right to begin construction. All construction must be reviewed and approved by the City.
- (2) A landscaping plan shall be submitted for installation on the trail to emulate the current buffering utilized by Mavis Tire. A building permit shall not be issued without submission and approval of this plan.

At the regularly scheduled meeting of the Planning Commission on May 7, 2024, the Commission recommended approval of the variance and staff conditions with a 4-0 vote.

City of Statesboro Public Utilities Department



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

From: Matt Aycock, Assistant Director of Public Utilities

Date: 05/13/2024

RE: Master Meter City Council Agenda Item

Policy Issue:

Amendment to Statesboro Code of Ordinances Chapter 82 Section 82-62(d) to allow for the use of water “master meters” in a limited capacity.

Recommendation:

Staff recommends a Second Reading and Consideration of a Motion to Approve of proposed amendments to the Statesboro Code of Ordinances Chapter 82 Section 82-62(d) to allow for the use of water “master meters” in a limited capacity.

Background:

In order to meet the rising demand for the development of mid-rise single structure apartment complexes, the City must amend the current Ordinance to allow for the use of water “master meters” (one larger meter per structure) where individual meters or multi-meters are not feasible. The proposed amendments were moved forward to the First Reading at the April 16, 2024 Work Session. The amendments advanced from the First Reading to the Second Reading by unanimous vote at the May 7, 2024 council meeting.

Budget Impact: None

Council Person and District: All

Attachments: Proposed redlined amended versions of Section 82-62(d).

Ordinance 2024-03

Sec. 82-62. Water main tapping charge.

- (a) The charge for making a water tap inside or outside the city shall be the amount set forth in the schedule of fees and charges. Owners of property are responsible for the cost of any labor, materials and associated expenses for the repair of any street which relates to the installation of a tap.
- (b) Upon payment of the tap fee, the city will furnish customers with a three-quarter-inch water meter, meter box and backflow prevention device for all residential units that are individually metered.
- (c) For water taps that are larger than three-fourths of an inch, the city will provide a water meter to the customer after the payment of the tap fee is received. No further water metering devices will be issued by the city in regard to taps that are larger than three-fourths of an inch.
- (d) All multifamily residences, apartments, businesses or commercial units shall be individually metered. The installation of "master meters" shall ~~not be permitted.~~ **only be allowed for single structure developments in excess of two stories in height with a high density zoning application. Individual tap and usage fees shall be accessed on each dwelling unit. Administrative variances may be authorized by the Director of Public Utilities.**

(Code 1987, § 22-41; Ord. of 7-21-87; Ord. of 7-21-90; Ord. No. 2007-20, § 1, 7-17-07; Ord. No. 2010-22, § 1, 11-16-10)

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Ginny Hendley, District 3
John Riggs, District 4
Shari Barr, District 5

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

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

May 14, 2024

MEMO TO: Mr. Charles Penny, City Manager
FROM: Cindy S. West, Director of Finance
RE: Budget Amendment

Enclosed is the Third Budget Amendment for Fiscal Year 2024. The amendment is to budget for revenues not received throughout the year such as Property taxes and revenues not anticipated such as increased Interest, increased Franchise Fees from Georgia Power and EMC, increased Insurance Premium Taxes, and Building Permits in the General Fund, an increase in property taxes for the Old Register TAD, an increase in reimbursement from DSDA in 2019 SPLOST, increase in GDOT Grants Traffic Project in LMIG – Akins Boulevard, and an increase in revenues for CDBG-EIP in the Water and Sewer Fund. It also appropriates the amounts shown in each fund as expenditures or expenses for unexpected, but approved purchases throughout the year. I recommend the approval of the proposed budget amendment.

RESOLUTION 2024-13: A RESOLUTION TO ADOPT THE THIRD AMENDMENT TO THE FISCAL YEAR 2024 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING APPROPRIATED

THAT WHEREAS, sound governmental operations require a Budget in order to plan the financing of services for the residents of the City of Statesboro; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced Budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and City Council have reviewed a proposed third Amendment to the Budget from the City Manager that includes some revenues/financing sources and expenditures/expenses not anticipated in the original Budget; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses and any transfers; and

WHEREAS, the Mayor and City Council wish to adopt this Third Budget Amendment for Fiscal Year 2024;

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

Section 1. That the proposed changes to the budget, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the Third Budget Amendment for the City's Fiscal Year 2024 Budget.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget amendment for each fund in the amounts shown anticipated are hereby adopted; and that the several amounts shown in the budget amendment for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments and agencies named in each fund, as amendments to the existing Budget previously adopted.

Section 3. That the "legal level of control" as defined in OCGA 36-81-2 is set at the departmental level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount appropriated for a department without a further budget amendment approved by the Mayor and City Council.

Section 4. That all appropriations shall lapse at the end of the fiscal year.

Section 5. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 21st day of May, 2024.

CITY OF STATESBORO, GEORGIA

By: Jonathan M. McCollar, Mayor

Attest: Leah Harden, City Clerk

ATTACHMENT #1

FY 2024 THIRD BUDGET AMENDMENT

100 General Fund:

- Decrease Revenues for Property Tax by \$1,000,000
- Increase Revenues for Franchise Tax GA Power by \$153,420
- Increase Revenues for Franchise Tax EMC by \$3,400
- Increase Revenues for Insurance Premium Taxes by \$65,395
- Increase Revenues for Inspection Fees by \$40,000
- Increase Revenues for Building Permits by \$100,000
- Increase Revenues for Interest Income by \$ 425,000
- Increase Revenues for Sale of Assets by \$62,910
- Increase Expenditures in Police Admin Department for Overtime by \$13,000
- Increase Expenditures in Police Patrol Department for Overtime by \$29,000
- Decrease Expenditures in Police Operations Department for Regular Employees by \$203,550
- Increase Expenditures in Police Admin Department for Insurance other than Benefits by \$95,000
- Increase Expenditure in Police Patrol Department for Insurance other than Benefits by \$35,340
- Increase Expenditures in Police Admin Department for Contract Labor by \$31,210

Net effect on Fund is: Decrease in Fund Balance by \$149,875

210 Confiscated Assets Fund:

- No Changes

Net effect on Fund is: None

213 Opioid Settlement Fund:

- Increase Revenues for Opioid Settlement Funds by \$4,695

Net effect on Fund is: Increase in Fund Balance by \$4,695

221 CDBG Fund:

- No Changes.

Net effect on Fund is: None.

224 US Department of Justice Grant:

- Increase Revenues for Cash Confiscation by \$3,470

Net effect on Fund is: Increase in Fund Balance by \$3,470

230 ARPA Fund:

- No Changes

Net effect on Fund is: None

250 Multiple Grants Fund:

- No Changes

Net effect on Fund is: None

270 Statesboro Fire Service Fund:

- Increase Revenues for Plan Review Fees by \$3,785

Net effect on Fund is: Increase in Fund Balance by \$3,785

271 South Main TAD Fund:

- No Changes

Net effect on Fund is: None

272 Old Register TAD Fund:

- Increase Revenues for Property Taxes by \$121,900

Net effect on Fund is: Increase in Fund Balance by \$121,900

275 Hotel/Motel Fund:

- No Changes

Net effect on Fund is: None

286 Technology Fee Fund:

- No Changes

Net effect on Fund is: None

323 2013 SPLOST Fund:

- Increase in Expenditures for STM-29 Lydia St at Hart St Culvert Improvements by \$260,175

Net effect on Fund is: Decrease in Fund Balance by \$260,175

324 2018 TSPLOST Fund:

- Increase in Expenditures for ENG-122o Bulloch Sidewalk from S. Main to S. College by \$15,845
- Increase in Expenditures for ENG-127 Traffic Calming and Pedestrian Crossing by \$45,000
- Increase in Expenditures for ENG-128 Street Resurfacing by \$581,350
- Increase in Expenditures for ENG-124c W Main Drainage Improvements by \$317,775

Net effect on Fund is: Decrease in Fund Balance by \$959,970

325 2019 SPLOST

- Increase in Revenues for DSDA Reimbursement from EDA Grant by \$170,090
- Increase in Expenditures for FD-69 Facility Upgrades by \$37,865
- Increase in Expenditures for ENG-140 City Campus Expansion by \$627,000

Net effect on Fund is: Decrease in Fund Balance by \$494,775

341 CDBG-EIP Grant

- No Changes

Net effect on Fund is: None

344 LMIG – Akins Boulevard

- Increase in Revenues for GDOT Grants Traffic Project by \$386,175
- Increase in Expenditures for ENG-138 Akins Boulevard by \$386,175

Net effect on Fund is: None

350 Capital Improvements Program Fund:

- Increase in Expenditures for PW-ST-80 Replace Truck by \$63,987
- Increase in Expenditures for PRK-4 Crew cab Truck by \$3,987

Net effect on Fund is: Decrease in Fund Balance by \$67,974

505 Water and Sewer Fund:

- Increase in Revenues for CDBG-EIP Revenue by \$729,750
- Increase in Revenues for Sale of Assets by \$21,400

Net effect on Fund is: Increase in Fund Balance by \$751,150

507 Storm Water Fund:

- No Changes

Net effect on Fund is: None

515 Natural Gas Fund:

- No Changes

Net effect on Fund is: None

541 Solid Waste Collection Fund:

- Increase in Revenues for Sale of Scrap by \$7,370

Commercial Division

- No Changes

Residential Division

- Increase in Expenditures for Repair & Maintenance-Vehicle Parts by \$6,755

Rolloff Division

- No Changes.

Yard Waste Division

- No Changes

- **Net effect on Fund is: Increase in Fund Balance by \$615**

542 Solid Waste Disposal Fund:

- No Changes

- **Net effect on Fund is: None**

601 Health Insurance Fund:

- No Changes

Net effect on Fund is: None

602 Fleet Management Fund:

- No Changes

Net effect on Fund is: None

604 Wellness Fund:

- No Changes.

Net effect on Fund is: None.

605 Central Service Fund:

- Increase in Expenditures in IT Department for Repair & Maintenance- Office Equipment by \$4,450
- Increase in Expenditures in IT Department for Rentals by \$14,600
- Increase in Expenditures in IT Department for Communication Devices by \$10,100
- Increase in Expenditures in GB Department for Cleaning Services by \$10,330

Net effect on Fund is: Decrease in Cash by \$39,480

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Ginny Hendley, District 3
John Riggs, District 4
Shari R 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: May 16, 2024

RE: May 21, 2024 City Council Agenda Items

Policy Issue: Consideration of a motion to approve a Memorandum of Understanding with the Read 4 Unity

Recommendation: Approve

Background: The Village Builders Program provides books to youth through various methods, such as Leading By Reading, the City Hall Reading Nook, and Family Fun Resource Days. Read 4 Unity desires to partner with the City of Statesboro and provide at least 1000 books by BIPOC (black, indigenous, and other people of color) authors in a twelve month period. Placing books in the hands of youth improves educational outcomes for students, so the memorandum is submitted for consideration.

Budget Impact: None

Council Members: All

Attachment: Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

MARCH 27th, 2024

Read 4 Unity and the City of Statesboro are partnering to advance our work in expanding access to pre-K-12 grade NEW & DIVERSE books by BIPOC authors for students and community in Statesboro, GA and surrounding areas.

Why?

Access to books presents one of the biggest challenges to – and opportunities for – equalizing children’s literacy. The number of books in a child’s home has been shown to be the best predictor of his or her scores on reading exams. However, according to Scholastic’s 2019 Kids and Family Reading Report, families with annual incomes of \$100,000 or more have nearly twice the number of books than families earning less than \$35,000 (125 books vs. 73 books), and LatinX and Black children have fewer books in their homes than children of other racial backgrounds.

Young children living in “book deserts,” high-poverty geographic areas that lack reading material, are being deprived of opportunities to start school ready to learn. In the majority of neighborhoods served by Read 4 Unity, 90+% of households have fewer than 25 books, and 90% of books they read are used, outdated, with characters that do not look like them. Without books, children miss out on chances to acquire vocabulary, content knowledge, and a myriad of literacy skills. Furthermore, without books children miss out on the vast socioemotional benefits that come from adult-child reading interaction (Neuman & Moland, 2019).

Because of systemic racism, children of color live in poverty at more than double the rate of their white peers in all regions served by Read 4 Unity. However, nationwide, only 12% of children’s books are about black or African characters (with only 7.6% of children’s books are written by black or African authors), 8.7% features AAPI characters, 5.3% Latinx and 1% Native Americans. Books serve as a mirror for children, and they benefit when they can see themselves represented in the books they read. Read 4 Unity focuses on increasing access to quality books for the children we serve, with an emphasis on books featuring BIPOC characters and written by BIPOC authors (“own story narratives”).

Background on the Statesboro Village Builders Initiative:

Village Builders Initiative serves our community from 5 different components. It is the goal to eliminate any barriers to accessibility to resources in the communities that need them most. The program purposefully delivers the resources to the front steps of what we call villages to serve those in need. One of those components of the Village Builders initiative is Childhood Literacy. Monthly a member of the City Government reads to children. After they spend some time reading and engaging youth, we educate them about municipal government, and give them a goodie bag to take home. Before the children leave they can visit the set tables full of books and choose their book to take home. The events have taken place in City Hall, the local library, and onsite at organizations.

One of the program goals for 2024 is to incorporate reading buddies. Reading buddies will be peer or adult readers who will partner with elementary-age students reading with them and building a positive relationship over reading. The program would also like to eliminate accessibility challenges to books by placing small bookstations in the five villages that have been identified as at-risk or impoverished neighborhoods.

The program is in the process of building an adult literacy program. The community lost its continuing education GED program so the program is working to build an adult literacy program. The goal is to host a read-in-the-park day next spring.

What?

In the 2024 service year (August 2024 – August 2025), Read 4 Unity will:

- Donate TEN (10) unit of mini libraries to be placed at the site determined by the Village Builders Initiative.
- donate approximately 1000 diverse books during the above time period (500 starter books in July 2024, and another 500 books spread out until August 2025) to restock the library.
- Commit to another 500 books to donate directly to readers as part of a planned 'book fair' event to be determined sometime in 2024.
- Host a kick-off meeting with all relevant stakeholders in May 2024.
- Ensure the books are diverse preK-12th grades.

The City of Statesboro will:

- Commit to serving as a steward for Read 4 Unity libraries installed in their location(s).
- Commit to help install and place the libraries in the desired location(s).
- Commit to have a grand opening activity in any capacity and share the event pictures/testimonials for Read 4 Unity's supporters/donors on social media platforms
- Provide routine maintenance and upkeep of the library and books.
- Inform Read 4 Unity of any needs to restock books.
- Provide ONCE EVERY 6 MONTHS (at a minimum) relevant programming utilizing Read 4 Unity books, such as read aloud and other educational engagements.
- Provide ONCE EVERY 6 MONTHS (at a minimum) pictures (with consent) of any activities involving Read 4 Unity books and libraries – to be shared on Read 4 Unity's social media channels.
- Provide testimonials – from parents, students, of their experience volunteers, government officials, on their experiences with Read 4 Unity books and libraries, at least TWICE A YEAR, to be shared with Read 4 Unity's donors and supporters in newsletters and social media.
- Provide METRICS – on how many students access Read 4 Unity books and libraries, how many reading-related programs conducted – ONCE AT THE END OF THE CALENDAR YEAR (December).
- **Host a city-wide book fair event at least ONCE A YEAR - where Read 4 Unity will give away at least 500 books to the readers, while at the same time, have a table with books to allow community members to support us by purchasing books (buy one give one model - for every book purchased, one will be donated to the village builder libraries). 100% proceeds will be used to purchase more books for the Village Builders Initiative.**

MOU SUMMARIZATION

FURTHERMORE, the Parties to this MOU have mutually acknowledged and agreed to the following:

- The Parties to this MOU shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this partnership.
- It is not the intent of this MOU to restrict the Parties to this Agreement from their involvement or participation with any other public or private individuals, agencies or organizations.
- By signing this MOU, The Village Builders Initiative understands and agrees that Read 4 Unity is not responsible for any injury or property damage arising out of the Volunteer Activities, even if caused by their ordinary negligence or otherwise.
- The Parties to this MOU have the right to individually or jointly terminate their participation in this Agreement provided that advanced written notice is delivered to the other party.

- Upon the signing of this MOU by both Parties, this Agreement shall be in full force and effect.

AUTHORIZATION AND EXECUTION

The signing of this Memorandum of Understanding does not constitute a formal undertaking, and as such it simply intends that the signatories shall strive to reach, to the best of their abilities, the goals and objectives stated in this MOU.

This Agreement shall be signed by parties below and shall be effective as of the date first written above.

Yenny Yang

March 27th, 2024

Yenny Yang – Read 4 Unity

Date

Jonathan McCollar, Mayor – City of Statesboro

Date

CITY OF STATESBORO

COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Ginny Hendley, District 3
John Riggs, District 4
Shari R 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: May 16, 2024

RE: May 21, 2024 City Council Agenda Items

Policy Issue: Consideration of a motion to approve a Memorandum of Understanding with the Colgate-Palmolive Company

Recommendation: Approve

Background: The Village Builders Program provides needed resources to youth and their families via Family Fun Resources Days. Feedback from previous attendees indicated a need for dental services, so staff collaborated with community contacts to identify a dental services vendor. The Colgate-Palmolive Company desires to address the need; therefore, the memorandum of understanding is submitted for consideration.

Budget Impact: None

Council Members: All

Attachment: Memorandum of Understanding



COLGATE BRIGHT SMILES BRIGHT FUTURES® COMMUNITY PROGRAM AGREEMENT

THIS AGREEMENT (this “Agreement”), effective as of **May 21, 2024**, is entered into between **COLGATE-PALMOLIVE COMPANY**, a Delaware corporation (“Colgate”), with offices at 300 Park Avenue, New York, New York 10022, and **The City of Statesboro**, a **municipal government** (“Partner”), having its principal location at **50 E. Main Street Statesboro GA 30458** on behalf of itself and its affiliates. Colgate and Partner are each referred to in this Agreement as a “Party” and collectively the “Parties.”

WHEREAS, Colgate established its Bright Smiles, Bright Futures® (“BSBF”) program in 1991, and wishes to help improve health and wellbeing for children, families and communities served by BSBF.

WHEREAS, Partner desires to work with Colgate’s BSBF program to conduct an event relating to oral health and wellness initiatives (the “Event”), as described below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. BSBF Program. Colgate’s BSBF program (“Program”) will provide the following at Partner during the Event, on a mutually agreed day/time, in exchange for Partner’s provision of the activities/obligations set forth in Section 3:

- a. Partner Program/Curriculum. BSBF will provide participating individuals with free, fun and engaging educational kits containing tools to teach children healthy practices for oral health care. The BSBF website, www.colgatebsbf.com, contains intra-sites for parents, teachers and kids. Many valuable educational tools can be easily downloaded from this website.
 - b. BSBF Mobile Van Program. BSBF will provide participants in the Program who obtain written consent of their parent or guardian the opportunity to receive free dental screenings and oral health education aboard the mobile van unit (screenings based on availability and number of students that obtain required consents).
 - c. Community Awareness Programs. BSBF mobile vans and staff participate in community events with a focus on raising awareness on oral health care.
2. Partner Responsibilities. In exchange for Colgate performing the Program-related activities set forth in Section 1, Partner will do the following:
- a. Distribute and gather all Colgate required forms, including the parent/guardian consent forms, provided by Colgate;
 - b. Post flyers and other promotional material announcing the scheduled dental screenings or virtual visits;



- c. Provide a list of site contacts at the Partner;
- d. Provide a list of eligible participants to receive dental screenings;
- e. Provide a mutually acceptable, safe place to allow Colgate or its agents to park the Colgate BSBF mobile van unit to provide participants with the dental screenings (van dimensions are 36 ft. L x 15 ft. H x 14 ft. W); and
- f. Assist in identifying staff and/or parents to help as liaisons/volunteers during the Colgate BSBF mobile van visit at the agreed upon site.

3. Compliance with Laws and Colgate Policies.

- a. Both Parties shall comply with applicable state and federal law in performing their respective obligations under this Agreement. Each Party shall obtain, provide and maintain all governmental, regulatory or local approvals, notices, permits, licenses or similar requirements that are necessary for the applicable Party to commence and perform its obligations under this Agreement.
- b. Partner represents and warrants that it is in compliance with Colgate-Palmolive Company's Anti-Bribery Policy as of the Effective Date and shall remain in compliance throughout the term of this Agreement with such policy and any amendments to such policy in the form: (i) provided by Colgate to Partner throughout the term of this Agreement or (ii) updated throughout the term of this Agreement at <https://www.colgatepalmolive.com/en-us/core-values/our-policies/anti-bribery-policy>.
- c. Partner represents and warrants that it is in compliance with Colgate-Palmolive Company's Third Party Code of Conduct as of the Effective Date and shall remain in compliance throughout the term of this Agreement with Colgate-Palmolive Company's Third Party Code of Conduct and any subsequent amendments thereto in the form (i) provided by Colgate to Partner throughout the term of this Agreement or (ii) updated throughout the term of this Agreement at <https://www.colgatepalmolive.com/en/us/corp/about/governance/third-party-code-of-conduct>, including the requirement of strict compliance with the letter and spirit of applicable environmental laws and regulations and the public policies they represent.
- d. Partner will not process personal data in connection with this Agreement or its activities related thereto.

4. Indemnification. Colgate and Partner each agree it shall defend, indemnify and hold harmless the other Party, its affiliates and their respective officers, directors, employees and agents, from and against any and all third party losses, liabilities, damages, actions, judgments, suits, demands or claims (including, without limitation, amounts paid in settlement and reasonable costs of investigation and reasonable attorneys' fees and disbursements) (collectively, "Claims") to the extent arising out of or resulting from the gross negligence or willful misconduct of the indemnifying party in connection with the Event; provided, however, that any Claims arising out of the negligence, gross negligence or willful misconduct of the indemnified party are specifically excluded from the foregoing indemnity. The indemnifying party shall have the right to defend itself in any such action or proceeding with attorneys of its own selection.



5. Insurance. Partner shall maintain at all times during the term of this Agreement, and at its sole expense, such policy or policies of insurance, including a general liability, worker's compensation or equivalent state plan and employers liability, as are necessary to cover all loss, destruction or damage for which Partner has assumed responsibility under the terms of this Agreement, and shall name Colgate as an additional insured with respect to the general liability policy. Partner shall cause its insurance policies to provide a waiver of subrogation in favor of Colgate. The policies shall be with at least a Standard & Poor's A+ rated company providing limits of appropriate amount. Such limits can be satisfied with a primary policy or a combination of a primary and excess / umbrella policies. Partner shall promptly furnish upon request certificates of insurance to Colgate evidencing that the insurance required by this paragraph is in full force and effect.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

7. Term. The term of this Agreement shall commence on the effective date set forth above and continue in effect for Five (5) years.

8. Miscellaneous.

- a. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, USA applicable to agreements entered into and to be wholly performed therein.
- b. Colgate may perform its obligations under this Agreement through one or more subcontractors. Each Party is responsible for its use of subcontractors hereunder, including any wrongful act or omission of such subcontractor(s).
- c. Nothing in this Agreement is intended to or shall be construed to constitute or establish any endorsement, joint venture, partnership or fiduciary relationship between the Parties and no Party shall have the right or authority to act for or on behalf of the other Party.
- d. This Agreement, including all exhibits attached hereto, each of which are incorporated herein by reference, sets forth the entire understanding between the Parties related to the subject matter hereof, and supersedes any and all prior or contemporaneous negotiations, understandings, agreements, representations, warranties, inducements or similar communications between the Parties.
- e. Any provision of this Agreement which by its express terms or by its nature is intended to survive the expiration or termination of this Agreement shall survive any such expiration or termination of this Agreement.
- f. This Agreement may not be modified except by a writing signed by a duly authorized signatory of each Party.
- g. Neither Party shall assign any right or any obligation under this Agreement without the prior written consent of the other Party.



IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by the due execution of this Agreement by their respective authorized representatives.

<p>COLGATE-PALMOLIVE COMPANY</p> <p>By: _____ Name: Dr. Gillian Barclay Title: Senior Vice President Global Public Health & Scientific Affairs</p>	<p>The City of Statesboro</p> <p>By: _____ Name: Jonathan McCollar Title: Mayor</p>
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CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
Paulette Chavers
Ginny Hendley
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: Darren Prather
Central Services Director

Date: 5-10-2024

RE: RFP—Fire Dept. Drive/Wall Reconstruction

Policy Issue: Purchasing

Recommendation:

Consideration of a motion to award a contract in the amount of \$188,000.00 to Sam Hunt and Sons, Inc. If approved, this project would be funded out of the 2019 SPLOST.

Background:

The main driveway entrance and retaining wall at Station One of the Fire Department located at 24 West Grady Street are in need of substantial repairs. The driveway is failing and the retaining wall needs drainage repairs to divert water in order for this proposed new driveway to avoid future damage. Severe cracking and sinking of the driveway can easily be seen at this location. This proposed project will entail replacing the main drive with 8 inch reinforced concrete, the replacement of the complete drainage system and the addition of water diversion structures such as curb and gutter will be added for further water diversion to the drive behind the Municipal Court Facility. This project was bid out using the RFP method (request for proposals) to allow contractors to solve our issue the way they thought to be the best method. This allowed us to gain their knowledge in design and to save money on engineering fees since these structures posed no life-safety issues. Under the RFP bid method, contractors were asked to solve our problem and to submit a detailed approach of project elements and methods. Contractors were also asked to submit their experience and similar projects as well. All submittals were evaluated based on these elements as well as cost. It is important to remember the lowest proposal does not necessarily determine the recommendation of a contract award using the RFP

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method. In this case, evaluations took into account all the criteria and produced a recommendation of the highest numerically rated proposal as it was determined to be the best quality solution for our long standing issue concerning our Fire Station structures involved in this process. The submittals were as follows:

1. Sam Hunt and Sons, Inc. \$188,000.00
2. Black Creek Construction, Inc. \$143,500.00
3. Tim Lanier Construction, LLC \$120,850.00 Option 2 \$129,600.00

After consulting with the Fire and Engineering Departments and applying the evaluation criteria, we recommend the contract for this project be awarded to Sam Hunt and Sons, Inc. as they have submitted, what is considered by consensus, as the best and most complete proposal for this project at a cost of \$188,000.00.

Budget Impact:

Council Person and District: All

Attachments: None

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: John Washington, Director of Public Works & Engineering

Date: May 14, 2024

RE: Supplemental Agreement with Goodwyn Mills Cawood (GMC) under Long Range Transportation Plan (LRTP) Agreement

Policy: Agreement

Recommendation:

Staff recommends motion to approve Supplemental Agreement by the Mayor for technical services with GMC for the amount that shall not exceed \$125,000. The fee amount will be per the terms outlined in the agreement attached. The technical services will be for a Multimodal Transportation Study of the Brannen Street Corridor to develop options for future transportation projects.

Background:

On April 4, 2023 city council approved selection of consultant Goodwyn Mills Cawood to perform the Long Range Transportation Plan (LRTP) update for Statesboro and Bulloch. The Consultant GMC has submitted a supplemental agreement for work performed outside of the LRTP. The scope of work includes vehicular, bicycle and pedestrian traffic operational studies along the Brannen Street corridor from W. Brannen Street to Cawana Road to identify safety, operational and connectivity issues and recommendations for resolutions to develop "Smart Street Design" concepts.

Budget Impact: Study to be paid from 2023 TSPLOST fund.

Council Person and District: All Districts

Attachments: Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement, entered into effective as of the ____ day of _____, 2024, by and between the City of Statesboro, Georgia (the "CITY") and Goodwyn Mills Cawood, LLC (the "CONSULTANT" or "GMC") (collectively the "Parties").

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONSULTANT to provide the technical and professional services described in Exhibit A: Scope of Services (the "Scope of Services"), which is attached hereto and incorporated herein by reference, regarding the preparation of the Brannen Street Corridor Plan; and

WHEREAS, the CONSULTANT desires to provide the described services to the CITY;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I – ENGAGEMENT OF THE CONSULTANT

The CITY engages the CONSULTANT to provide, and the CONSULTANT agrees to provide, the services set forth in the Scope of Services in a professional and proper manner and in accordance with this Agreement.

ARTICLE II – SCOPE OF SERVICES

The CONSULTANT shall provide the professional, administrative, technical, and planning services to the CITY described in the Scope of Services (the "Project"). The Scope of Services may be amended only upon written agreement of the Parties.

ARTICLE III – TIME OF PERFORMANCE

The services to be provided pursuant to this Agreement shall commence upon issuance of a Notice to Proceed by the CITY and will continue until all tasks in the Scope of Services have been completed or termination of this Agreement as provided herein.

The Project will proceed in accordance with the written schedule attached hereto as Exhibit C, which is incorporated herein by reference, and shall be completed within twelve (12) months from issuance of the Notice to Proceed, subject to written amendment of this Agreement.

This Agreement shall terminate upon final closeout and approval by the CITY of the Project described in the Scope of Services.

ARTICLE IV – GENERAL PROVISIONS

- A. Personnel: The CONSULTANT employs professional personnel capable of providing the Scope of Services in a satisfactory and proper manner or will secure the services of such personnel required to provide such services.
- B. Office Space: The CONSULTANT shall provide and maintain office space and facilities necessary to provide all services pursuant to this Agreement at no expense to the CITY.
- C. Subcontracting: None of the services to be provided by the CONSULTANT pursuant to this Agreement shall be subcontracted without prior written amendment of this Agreement. Any services subcontracted by the CONSULTANT shall be subject to each provision of this Agreement.

- D. Access to Materials: The CITY shall make available to the CONSULTANT any maps, documents, planning materials, or any other information in its possession or otherwise readily available, which have a direct bearing on the Project, at no expense to the CONSULTANT.

ARTICLE V – COMPENSATION AND METHOD OF PAYMENT

For services provided and expenses incurred pursuant to this Agreement, the CITY shall pay the CONSULTANT a total amount not to exceed \$125,000. This amount is based on the fees and direct costs itemized in Exhibit B: Fees and Expenses, which is attached hereto and incorporated herein by reference.

Payment by the CITY shall be made upon presentation of written monthly invoices by the CONSULTANT to the CITY certifying the services provided and expenses incurred the preceding calendar month based on progress to date; provided however, that the total of said monthly invoices for the Project shall not exceed \$125,000.

The CITY and the CONSULTANT may, by written agreement, extend or shorten the term of this Agreement, change the Scope of Services, and/or increase or decrease the total amount to be paid by the CITY to the CONSULTANT.

ARTICLE VI – REPORTING AND RECORDKEEPING REQUIREMENTS

The CONSULTANT shall provide to the CITY a monthly status report of progress through the preceding calendar month with each monthly invoice.

The CONSULTANT will maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all Project funds. These records will be made available for audit purposes to the CITY or any authorized representatives of the CITY and will be retained by the CONSULTANT for three years after the expiration of this Agreement unless permission to destroy them is granted by the CITY.

All of the reports, information, and data prepared or assembled by the CONSULTANT under this Agreement shall be the property of the CITY. The CONSULTANT shall not make such information available to any individual or organization without the prior written approval of the CITY unless required by law.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

ARTICLE VII – CITY’S RESPONSIBILITIES

The CITY shall:

- A. provide the CONSULTANT with complete information concerning the requirements of the Project;
- B. hold promptly all required meetings, serve all required notices, and pay for all costs incidental thereto, as expenses not included in this Agreement; and
- C. designate, in writing, a person to act as CITY’s representative (the “City Project Manager”) with respect to the services to be provided under this Agreement.

The City Project Manager shall have complete authority to transmit instructions and to receive information with respect to the Project.

ARTICLE VIII – TERMINATION

Termination for Cause. If, through any cause, the COUNSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT pursuant to this Agreement will, at the option of the CITY, become the City of Statesboro's property. The CONSULTANT shall be entitled to receive just and equitable compensation for services satisfactorily provided.

Termination Without Cause. The CITY may terminate this Agreement without cause at any time by giving at least ten (10) business days' notice in writing to the CONSULTANT. If the Agreement is terminated without cause, CONSULTANT will be paid for the services provided and expenses incurred up to the termination date. Written notice of termination may be given to the CONSULTANT by email delivered to the CONSULTANT's e-mail address of john.bricken@gmcnetwork.com. The CONSULTANT shall not provide any further services upon receipt of such termination notice.

ARTICLE IX – NOTICE

Any notice required or permitted by law or this Agreement to be given to the parties in writing may be given by sending same via registered or certified U.S. Mail, postage prepaid, and addressed as follows:

To the CITY:	City of Statesboro 50 East Main Street Statesboro, GA 30458 Attn: City Manager
To the CONSULTANT:	Goodwyn Mills Cawood, LLC 2660 EastChase Lane, Suite 200 Birmingham, AL 36117 Attn: John Bricken

Alternatively, unless otherwise required by law, any notice required or permitted by law or this Agreement to be given to the parties in writing may be given by sending same via e-mail (which, for purposes of this provision, shall be considered "written" notice) to the following e-mail addresses:

To the CITY:	john.washington@statesboroga.gov
To the CONSULTANT:	john.bricken@gmcnetwork.com

Each party shall be obligated to notify the other party if the above mailing or e-mail addresses change, and neither party shall be required to send notice to an address different from those above unless that party has been so notified.

ARTICLE X – CHANGES IN SCOPE

The CITY may, from time to time, request changes in the Scope of Services, including additional or decreased services. Such changes, including any increase or decrease in the amount of CONSULTANT’S compensation, to which the Parties mutually agree shall be incorporated in written amendments to this Agreement.

ARTICLE XI – ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duty authorized officers effective the day and the year first written above.

CITY OF STATESBORO, GEORGIA

By:

Witness:

Name

Name

Title

Title

GOODWYN MILLS CAWOOD, LLC.

By:

Witness:

Name

Name

Title

Title

- Attachments:**
- Exhibit A – Scope of Services
 - Exhibit B – Fees and Expenses
 - Exhibit C – Project Schedule

Brannen Street Corridor Plan Exhibit A – Scope of Services

Project Kick-Off

Within fourteen (14) business days from the Notice to Proceed, GMC, the City of Statesboro staff will meet to review the specific tasks outlined in the scope of services. At this meeting, a detailed project schedule will be established to include key project milestones, target meeting dates for the project team, and public information open houses. This coordination establishes the relationship between GMC and City staff to ensure successful delivery of the Brannen Street Corridor Plan.

Task 1: Project Administration

The GMC Team will facilitate regular Project Management meetings with the City of Statesboro. Our approach to open communication is established from the start of the project's initial phases involving project team members. GMC will facilitate a primary point of contact through our Project Manager; follow a QA/QC procedure on all deliverables; and maintain clear communication thorough bi-weekly Project Management meetings and periodic progress reports. Invoices will be provided on a monthly basis and be accompanied by a task-by-task Progress Report.

Task 2: Public Engagement

A. Stakeholder Meetings

1. The City of Statesboro will identify and GMC will interview up to eight (8) community stakeholders. These interviews may include:
 - a. Mayor and City Council members;
 - b. Neighborhood residents and property owners;
 - c. Business Community; and
 - d. Others interested in the Brannen Street Corridor

B. Community Based Organizations (CBO) Meetings

1. The City of Statesboro will identify organizations in the Brannen Street Corridor
2. GMC will facilitate up to three (3) CBO meetings, produce agendas and meeting summaries, and provide background information, as appropriate.
3. The CBO should be groups of involved residents, businesses, and civic leaders that:
 - a. Are representatives of the community;
 - b. Share expertise and on-the-ground knowledge;
 - c. Are advocates for the plan and its implementation;

- C. Public Information Open Houses (PIOH).
 - 1. GMC will plan, prepare materials and facilitate up to two (2) Public Information Open Houses (PIOH). These meetings will be held as key benchmarks throughout the planning process. Interactive with stations set up around the room with multiple opportunities for attendees to provide their input into the development of the Corridor Plan.
 - 2. The results from the PIOH's will be provided in a separate summary report.
- D. Online Outreach will include:
 - 1. Webpage content provided by GMC; with pages to be hosted on the City website and social media content through appropriate Facebook and Twitter accounts;
 - 2. Community Snapshot Fact Sheet; and
 - 3. Web-based GIS mapping of Corridor Plans.
- E. Presentation of Draft Corridor Plan to Mayor and City Council.
- F. Community Engagement Activities. GMC will facilitate the community engagement program outlined herein. Wherever possible for efficiency of the project budget as well as increased local familiarity, it is agreed that Statesboro staff shall participate as active participants in supplementing GMC with the community engagement activities.

Task 3: Data Collection & Analysis

- A. In cooperation with City staff, GMC will use its local knowledge of data and information as well obtaining more existing information, to summarize and explain the basis of the data, and identify any gaps in existing data and transportation corridor systems and services. We will focus our efforts on using data to describe existing conditions, needs, and opportunities.
- B. Review Prior Studies and Plans. GMC will review and summarize previous and ongoing studies and plans. Information will include key information such as the study title, study type, completion date, and the study purpose as well as findings and recommendations. The information will be applied to assemble and map information about existing and planned land use and transportation improvements and multi-modal mobility needs to serve as a basis for refining the vision, goals, and objectives.

Task 4: Vehicular Traffic & Transportation Analysis

- A. GMC will study weekday peak-hour (am & pm) turning movements and traffic counts at key intersections to understand existing traffic conditions
- B. Analysis will also include rights-of way, lane width, marking and signage, location of utilities, and other pertinent transportation data.

Task 5: Bicycle and Pedestrian Analysis

- A. GMC will study the existing and proposed network of sidewalks, trails and paths along and adjacent to Brannen Street, specifically to review:
 - 1. Pedestrian Generators;
 - 2. Current amenities, including crosswalks, pedestrian signals, stop bars and trail connectivity;
 - 3. Bicycle and Pedestrian counts and existing signal timing information; and
 - 4. Existing safety analysis, crash data at intersections and between intersections

Task 6: Identification of Issues

- A. GMC will review land use and development data and trends as well as future land use plans and studies to identify issues facing the future of the Brannen Street Corridor.
- B. The public outreach techniques discussed above will also be applied to help frame the overarching corridor transportation goals.
- C. Subsequently, under each goal, GMC will work within the planning process to move toward development of a series of issues as measurable concepts, designs and action items that will advance the plan toward recommendations for implementation.
- D. Among the expected key issues that will be identified;
 - 1. Safety and comfort of users;
 - 2. Connectivity with existing trails including Blind Willie McTell and S&S and proposed Georgia Hi-Lo trail; and
 - 3. Context of the corridor which currently does not encourage bicycle and pedestrian activity.

Task 7: Feasibility Analysis

- A. GMC will analyze the concepts, designs and action items identified in Task 6 for their expected impacts and feasibility as strategies to advance the corridor plan toward implementation.
- B. The Feasibility Analysis will consider existing facilities and connectivity, potential conflicts with utilities, results of operational studies, traffic operations analysis, right-of-way and drainage improvements, bus stop locations and existing geometries.

Task 8: Conceptual Design & Cost Estimates (Planning Level)

- A. GMC will develop conceptual plans for improvements to the Brannen Street Corridor
- B. Preliminary cost estimates will be calculated, at the planning level, for the recommended conceptual plan improvements.

Task 9: Draft and Final Brannen Street Corridor Plan Documents

Draft Plan

- A. Utilizing the guidance received from the City Staff and other stakeholders, the GMC Project Team will prepare a draft corridor plan document. It will consist of the following:
 1. Introduction
 2. Data & Existing Conditions
 3. Summary & Results of Community Engagement
 4. Vehicular Traffic & Transportation Analysis
 5. Bicycle and Pedestrian Analysis
 6. Summary of Issues
 7. Feasibility Analysis
 8. Conceptual Design & Cost Estimates at the Planning Level
- B. For the draft plan, the GMC Project Team will evaluate recommendations from City Staff and other stakeholders for the future of the Brannen Street Corridor. Evaluations will include, but not be limited to, effectiveness in meeting land use, growth management, transportation circulation and access needs, environmental considerations, bicycle and pedestrian facilities. The Conceptual Design will balance anticipated costs over time of the associated with the recommendations compared with projected revenue and funding sources.
- C. The draft corridor plan will be submitted to the City Staff for their review and recommendation for approval by the Mayor and City Council. As a result of this review, the Mayor and City Council may require the GMC Project Team to make revisions in the draft corridor plan prior to adoption.

Final Plan Document

- A. Upon approval of the draft corridor plan by the City Staff, the GMC Project Team will prepare a final plan document incorporating all revisions and comments from the draft. The final plan will be supplied to the City Staff for review. This final plan document and accompanying maps will be prepared in a manner that will allow it to be revised or updated electronically. A copy in electronic format will also be provided, along with electronic copies of all supporting analyses and information.

**Brannen Street Corridor Plan
Exhibit B – Fees and Expenses**

ITEM	FEE
Task 1: Project Administration	\$ 4,200
Task 2: Public Engagement	\$ 25,000
Task 3: Data Collection & Analysis	\$ 8,100
Task 4: Vehicular Traffic & Transportation Analysis	\$ 12,500
Task 5: Bicycle and Pedestrian Analysis	\$ 9,300
Task 6: Identification of Issues	\$ 14,000
Task 7: Feasibility Analysis	\$12,500
Task 8: Conceptual Design & Cost Estimates (Planning Level)	\$ 24,000
Task 9: Draft and Final Corridor Plan Documents	\$ 11,400
Subtotal for Tasks	\$ 121,000
Direct Costs	
Travel/Mileage	\$ 3,000
Printing/Materials	\$ 1,000
Subtotal for Direct Costs	\$ 4,000
Total	\$ 125,000

Brannen Street Corridor Plan Exhibit C – Project Schedule

Brannen Street Corridor Plan Project Schedule

	2024												2025														
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May			
Task 1: Project Administration																											
Notice to Proceed																											
Project Kick-off Meeting																											
Project Management and Coordination																											
Task 2: Public Engagement																											
Stakeholder Meetings (8)																											
Community Based Organizations Meetings (3)																											
Public Information Open Houses (2)																											
Task 3: Data Collection and Analysis																											
Review Previous Studies and Plans																											
Demographic Analysis																											
Corridor Planning Framework																											
Task 4: Vehicular Traffic & Transportation Analysis																											
Review Existing Traffic Conditions																											
Analyze Future Projects and Improvements																											
Task 5: Bicycle and Pedestrian Analysis																											
Review Existing Conditions																											
Analyze Future Projects and Improvements																											
Task 6: Identification of Issues																											
Identify Issues, Concepts and Preliminary Designs																											
Task 7: Feasibility Analysis																											
Analysis of Feasibility of Issues, Concepts and Preliminary Designs																											
Task 8: Conceptual Design & Cost Estimates (Planning Level)																											
Develop Corridor Conceptual Design and Cost Estimates																											
Task 9: Draft and Final Corridor Plan Documents																											
Draft Brannen Street Corridor Plan																											
Revisions to Draft Area Plan																											
Final Brannen Street Corridor Plan Document																											

- ◆ Deliverable
- Public Meetings

CITY OF STATESBORO



COUNCIL

Phil Boyum, District 1
Paulette Chavers, District 2
Ginny Hendley, District 3
John Riggs, District 4
Shari Barr, District 5

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

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

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

From: John Washington, Director of Public Works and Engineering

Date: May 9, 2024

RE: Recommendation of Low Bidder for ENG-122g: Gentilly Road Sidewalk Project

Policy Issue: Purchasing

Recommendation:

The Low bidder, Tim Lanier Construction, LLC, meets the requirements of the bid package and submitted an acceptable bid bond. Staff recommends awarding this contract to Tim Lanier Construction, LLC in the amount of \$313,355.

Background:

This project will consist of 5' wide sidewalk from W. Jones Avenue to Savannah Avenue along Gentilly Road. This area is a mix of commercial and residential between Brannen Street and Savannah Avenue near Northside Drive. Currently, pedestrians walk in the roadway due to no sidewalks in this area; this project will provide a safe connector from Northside Drive to Brannen Street.

Budget Impact:

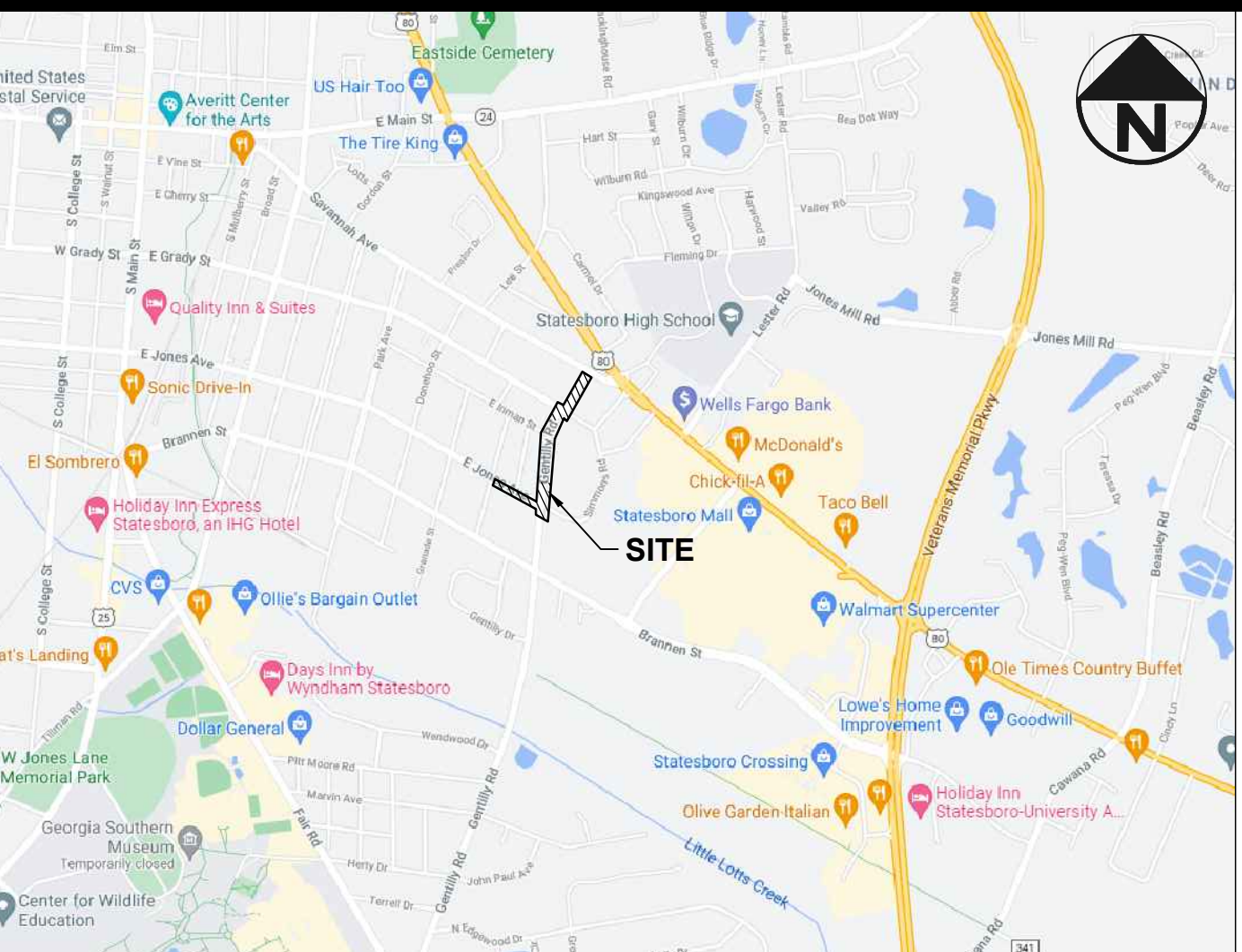
The bid submitted by Tim Lanier Construction, LLC is above the amount remaining in the budget for the project. The amount spent to date is for engineering and right-of-way and construction easement acquisition. The \$14,950 overage will be funded from the 2018 TSPLOST fund balance.

Council Person and District: District 3, Councilmember Ginny Hendley

Attachments: Project Site Plan

cc: Darren Prather, Director of Central Services

CITY OF STATESBORO

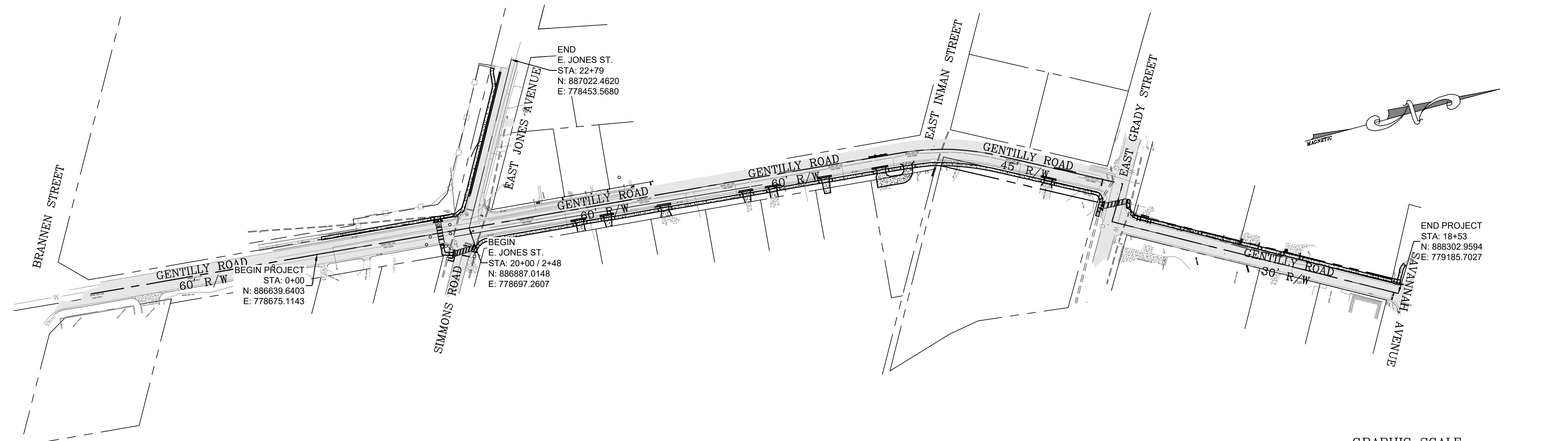


VICINITY MAP N.T.S 1209TH GMD

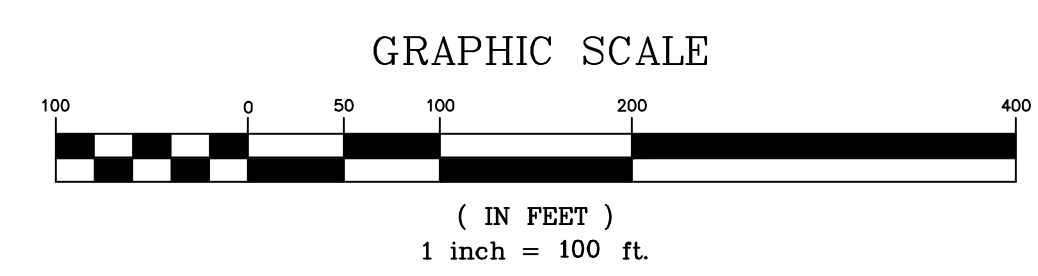
- NOTES:
1. THESE PLANS ARE DESIGNED USING ENGLISH UNITS.
 2. ELEVATION DATUM IS BASED ON NAVD 1988, GEORGIA EAST ZONE, ESTABLISHED BY USING EGPS SOLUTIONS NETWORK GPS.
 3. HORIZONTAL DATUM IS BASED ON NAD 1983 ESTABLISHED BY USING EGPS SOLUTIONS NETWORK GPS.
 4. CONTOUR INTERVAL IS 1'.
 5. TREE SYMBOLS INDICATE APPROXIMATE DRIP LINE LOCATION. FIELD VERIFY CRITICAL SITUATIONS.
 6. THE DATA TOGETHER WITH ALL OTHER INFORMATION SHOWN ON THESE PLANS, OR ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND PARKER ENGINEERING, LLC IN ANY WAY.
- UTILITY OWNERS:
- WATER: CITY OF STATESBORO
CONTACT: KEITH PERKINS, PHONE: 912-764-0693
- SEWER: CITY OF STATESBORO
CONTACT: KEITH PERKINS, PHONE: 912-764-0693
- GAS: CITY OF STATESBORO
CONTACT: JOE HOLLINGSWORTH, PHONE: 912-764-0693
- ELECTRIC: GEORGIA POWER
CONTACT: AUSTIN BELL, PHONE: 912-531-7374
- COMMUNICATION: NORTHLAND CABLE
CONTACT: 912-489-8715

GENTILLY ROAD SIDEWALK IMPROVEMENT PLANS FROM BRANNEN STREET TO SAVANNAH AVENUE

SHEET INDEX	
SHEET #	TITLE
1	COVER PAGE
2	GENERAL NOTES
3	OVERALL LAYOUT
4-6	EXISTING AND DEMO
7-9	SIDEWALK PLANS
10	CROSS SECTIONS
11	DETAILS
12-13	EASEMENTS
14-16	R/W AQUISITIONS



JANUARY 2024



NOTE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE STANDARDS AND CONSTRUCTION DETAILS AND MAY PURCHASE THEM FROM THE GEORGIA DEPARTMENT OF TRANSPORTATION

LENGTH OF PROJECT	MILES
NET LENGTH OF SIDEWALK:	0.36



PLANS ACCEPTED BY: _____ DATE: _____
CITY OF STATESBORO

PREPARED BY:
PARKER ENGINEERING, LLC

36 COURTLAND STREET, SUITE B
STATESBORO, GA 30458
912-764-7722

PLANS COMPLETED			
DWG #	REVISION #	DATE OF REV.	COMMENT/REASON FOR REVISION

THE DATA, TOGETHER WITH ALL INFORMATION SHOWN ON THESE PLANS OR IN ANY WAY INDICATED THEREBY, WHETHER BY DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE BASED UPON FIELD INVESTIGATIONS AND ARE BELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS - HOWEVER, THE SAME ARE SHOWN AS INFORMATION ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE CITY IN ANY WAY. THE ATTENTION OF THE BIDDER IS SPECIFICALLY DIRECTED TO ARTICLES 102.04, 102.05 AND 104.03 OF THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA FOR THE CONSTRUCTION OF ROADS AND BRIDGES, CURRENT EDITION, AND ANY MODIFICATIONS THEREOF WHICH WILL BE PART OF THE CONTRACT.
NOTE: ALL WORK TO BE DONE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE DEPARTMENT OF GEORGIA, CURRENT EDITION

CITY OF STATESBORO

COUNCIL

Phil Boyum
Paulette Chavers
Ginny Hendley
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 of Public Works and Engineering

Date: May 13, 2024

RE: Recommendation of Contract Award
ENG-124f – Fair Road Widening and Right turn Lane

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the Fair Road Widening and Right turn Lane contract to Atlas Technical Consultants, LLC (Atlas) in the amount of Not-To-Exceed (NTE) \$385,634.00. The Agreement attached to this memo provides a breakdown of services to be provided. The bid received from Atlas meets the requirements of the bid package and an acceptable bid bond was submitted.

Background:

This project proposes to assess the vehicle traffic conditions especially driveway intersections to provide a solution to mitigate conflict points, entrance/exit turns and alignment of driveways on Fair Road between Tillman Road/S. Zetterower Ave. and Pitt Moore Road. This corridor is a major route for city traffic and current restaurant proximity to the highway causes cars to back up onto the main travel lanes creating long vehicle queues onto Fair Road with sight distance issues. This project will add a right turn lane and realign driveway intersections to improve safety. All work is planned to be constructed with existing Right-of-Way (ROW).

The City of Statesboro issued Requests for Proposals (RFP) for engineering services for the subject project. These request for proposals responses were evaluated and ranked on each qualification based on the criteria of experience of firm, experience of staff, project approach and cost. The contract will consist of two phases: Phase 1 will consist of survey data collection, traffic studies, environmental assessment, and concept plan development. Phase 2 will consist of final design and construction document preparation, construction easement plans, cost estimating and permitting for implementation of the project. A second proposal was received with a lower fee; however, the proposal did not include safety analysis and environmental screenings that are essential in mitigation of traffic queuing and driveway reconfiguration.

Budget Impact: The design fee is above the FY24 budget to meet GDOT PDP processes and the balance will be paid from the FY25 budget. This project is to be paid from 2018 and 2023 TSPLOST funds.

Council Person and District: District 3, Councilmember Hendley, District 4 Councilmember Riggs

Attachments: Design Fee
Project Map

Phase 1

Survey	\$42,982.00
SUE Level B	\$17,200.00
Traffic Study & ICE Analysis	\$36,000.00
Environmental Screening & Surveys	\$7,520.00
Phase 1 Environmental Site Assessment	\$6,000.00
Development of Concept Plans & Consultation with the City	\$31,990.00
Development of 30% Construction Plans	\$117,400.00

Total Cost Phase 1 **\$259,092.00**

Phase 2

Development of Right of Way Plans	\$26,580.00
Development of Final Construction Plans Documents	\$84,302.00
Right of Way Staking	\$3,360.00
Environmental Documentation and Permitting	\$12,600.00

Total Cost Phase 2 **\$126,542.00**

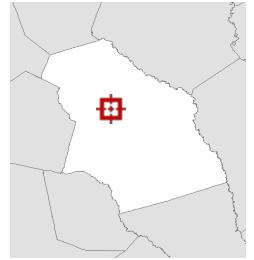
Grand Total Cost **\$385,634.00**

Exclusion




1. No Phase 2 ESA is included in the proposal. If a Phase 2 ESA is needed, this will be considered additional work, which will be provided & billed at the agreeable contract rates.
2. No SUE Level A test Holes are included in the proposal fee. If SUE Level A test holes are needed, this will be considered additional work, which will be provided and billed at which will be provided & billed at \$1,650/Test Hole.



Overview



Legend

-  Parcels
-  Roads
-  Bulloch County Outlines

Date created: 12/30/2021
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Developed by 

CITY OF STATESBORO

COUNCIL

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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 of Public Works and Engineering

Date: May 14, 2024

RE: Recommendation of Contract Award: ENG-123f – Cawana Road Intersection Improvements

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the Cawana Road Intersection Improvements contract to American Engineers, Inc. (AEI) in the not to exceed amount of Two Hundred Twelve Thousand Five Hundred Dollars. (\$212,500.00). The cost proposal attached to this memo provides a breakdown of services to be provided. The bid received from AEI meets the requirements of the bid package and an acceptable bid bond was submitted.

Background:

This area is currently growing with the construction of residential housing. This CIP is to prepare for that growth. This CIP proposes to assess the vehicle traffic conditions and propose recommendations needed (e.g. construct designated right/left turn lanes) to provide a solution to improve operations and safety on Cawana Road at intersections with Brannen Street and S & S Railroad Bed Road (SSRRB). This corridor is becoming a major connector for vehicles from residential development adjacent to and outside the Statesboro city limits. Vehicles are anticipated to back up onto the main travel lane of SSRRB creating long vehicle queues and potential sight distance issues at the intersection with Cawana Road. The proposed improvements will be adjacent to and extending into existing Bulloch County Right-of-Way (ROW). As such, staff has conferred with and is cooperating with the County Engineer. An Intergovernmental Agreement (IGA) is expected between the City and County.

The City of Statesboro issued Requests for Proposals (RFP) for engineering services for the subject project. These request for proposals responses were evaluated and ranked on each qualification based on the criteria of experience of firm, experience of staff, project approach and cost. The contract will consist of two phases: Phase 1 will consist of survey data collection, traffic studies, environmental assessment, and concept plan development. Phase 2 will consist of final design and construction document preparation, construction easement plans, cost estimating and permitting for implementation of the project. A second proposal was received with a lower fee; however, the proposal did not include safety analysis and environmental screenings that are essential in mitigation of traffic queuing and driveway reconfiguration.

Budget Impact: The design fee is above the FY24 budget; however, the balance will be paid from TSPLOST fund balance. This project is to be paid from 2018 TSPLOST funds.

Council Person and District: District 5, Councilmember Barr

Attachments: Consultant Design Fee
Project Location Map

Georgia Municipal Association City of Excellence
Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: cityhall@statesboroga.net

COST CONTROL

Our team is organized so that we utilize experienced staff to manage the process while having support staff on-hand as needed to deliver projects on-time and within budget. We propose an organization that will function as an extension of the city staff and will act under the direction of the city management team. The main key to success is great communication. We as a team have always strived for excellent communication with the client so they are always informed on how the program is progressing.

STANDARD AEI STAFF & FIELD SERVICES RATES

Effective 06/04/2023

HOURLY STAFF RATES

Sr. Executive	\$ 285.00
Vice President	\$ 275.00
Division Manager	\$ 250.00
Sr. Project Engineer	\$ 235.00
Project Engineer	\$ 190.00
Jr. Project Engineer	\$ 135.00
Project Coordinator	\$ 200.00
Prof. Land Surveyor	\$ 165.00
EIT I	\$ 115.00
EIT II	\$ 130.00
Civil Designer I	\$ 105.00
Tech I: Civil/Survey/Field Inspector	\$ 60.00
Tech II: Civil/Survey/Field Inspector	\$ 70.00
Tech III: Civil/Survey/Field Inspector	\$ 75.00
Tech IV: Civil/Survey/Field Inspector	\$ 90.00
2-Man Survey Crew	\$ 170.00
3-Man Survey Crew	\$ 240.00
Admin Assist I	\$ 70.00
Admin Assist II	\$ 80.00

MILEAGE

Standard Vehicle	Mile	\$ 0.61
Support Vehicle	Mile	\$ 1.00
Drill Rig	Mile	\$ 5.30

GEOSPATIAL

Lecia LIDAR/Scanner		\$ 275.00
Microdrone LIDAR		\$ 195.00
UAV (Hybrid)		\$ 150.00
UAV (Rotor)		\$ 100.00
Hyrdo/Bathymetric (Single Beam)	Per Day	\$ 285.00
Timble X7		\$ 185.00

TRAFFIC

Principal Engineer	\$ 300.00
Sr. Traffic Engineer	\$ 195.00
Traffic Engineer	\$ 145.00
Traffic Technician	\$ 115.00

*Tech I, II, III, IV dependent upon availability and/or complexity. Additional testing may be available upon request.

ENG-123f Cawana Road Intersection Improvement

Phase 1

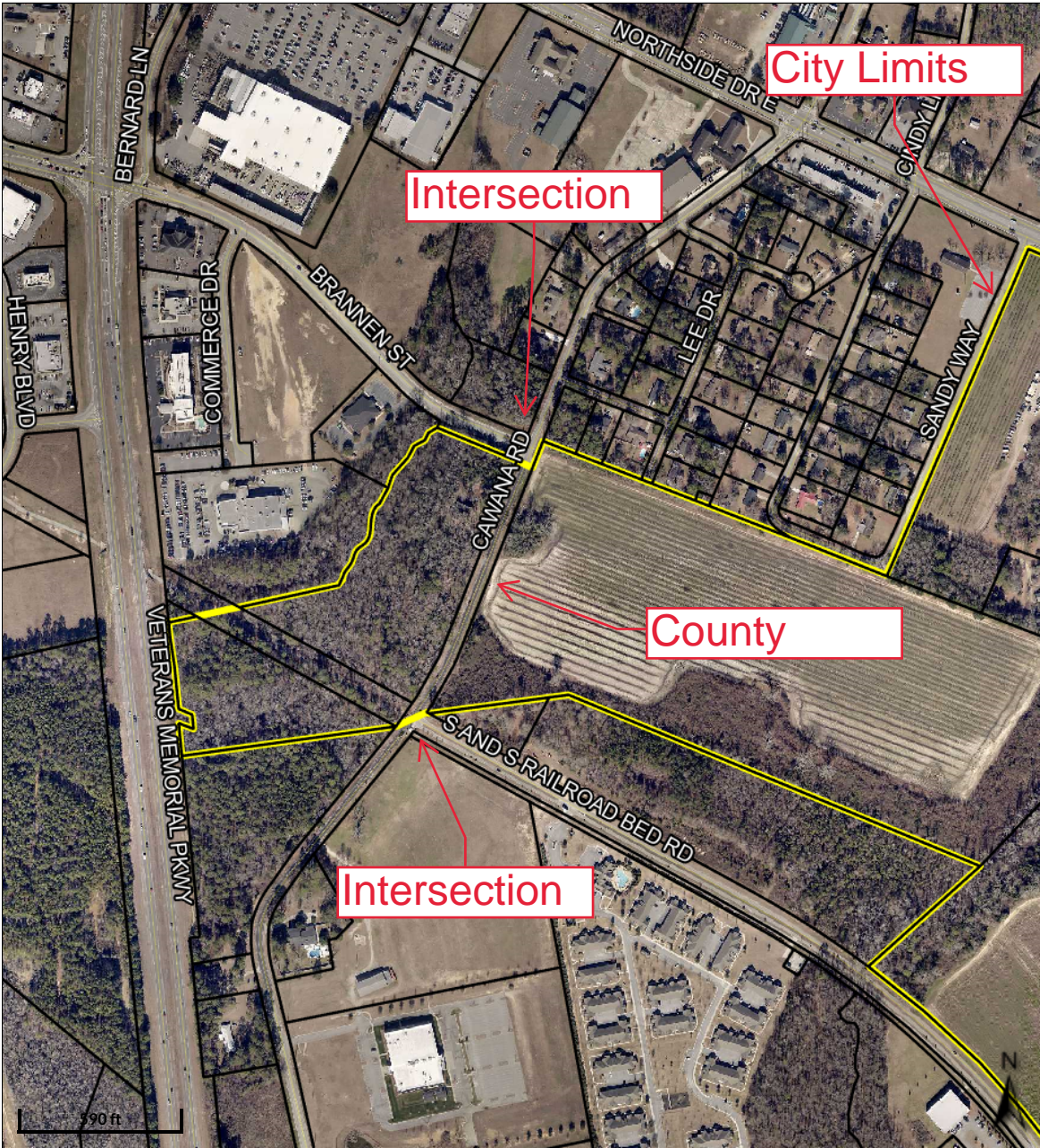
Concept	\$20,000.00
Database	\$45,000.00
ICE Studies	\$15,000.00
Preliminary Layout	\$75,000.00

Phase 2

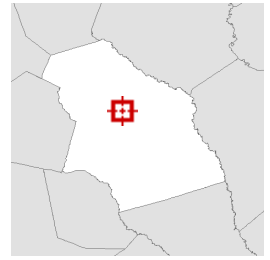
ROW plans/staking	\$17,500.00
Final Plans	\$40,000.00

TOTAL BASE BID: \$212,500.00




Not anticipated or included in the above cost: Lighting plans, environmental permitting, landscape plans



Overview



Legend

-  Parcels
-  Roads
-  Bulloch County Outlines

Date created: 5/14/2024
Last Data Uploaded: 5/14/2024 1:36:06 AM

Developed by 

City of Statesboro Public Utilities Department



To: Mr. Jason Boyles
Assistant City Manager

From: Steve Hotchkiss
Director of Public Utilities

Date: 04-10-2024

RE: Recommendation of Bidder

Policy Issue: Purchasing

Recommendation: Consideration of a motion to award a contract to Southern Utility Group Inc. in the amount of \$92,740.00, for the installation of natural gas facilities to serve DAS Manufacturing in the Metter Industrial Park. To be paid for with funds in the Natural Gas CIP budget item # NGD-11 and carry over funds.

Background: DAS Manufacturing is a Hyundai parts supplier that manufactures automotive seats and accessories. They have made the decision to locate their facility in Metter and we are the gas provider to the Industrial Park. It will require a 3400" main extension to serve the facility. The project was properly advertised and bid, and three qualified bids were received and opened. The low bid was from Southern Utility Group in the amount of \$92,740.00, well below the engineer's estimate of \$135,000.00.

It is the recommendation of staff and our consulting engineers at the Municipal Gas Authority to award the contract to Southern Utility Group. In our opinion, they have the resources and experience to successfully complete the project as bid.

Budget Impact: Funds were approved in the 2024 CIP, Item # NGD-11, using System Revenues and funds carried over by Budget Amendment.

Council Person and District: All

Attachments: Engineering award recommendation letter and bid abstract.



Gas Authority

May 2, 2024

Honorable Mayor and Council
City of Statesboro
22 West Grady Street
Statesboro, GA 30458
Attn: Darren Prather

Re: Candler County Industrial Park Gas Main
Contract Award Recommendation
Gas Authority Project #24.001

Dear Mayor and Council:

I have reviewed the bids received by the City at 3:00 p.m., local time on April 24, 2023, for construction of the above referenced project. Four bids were received. A certified bid tabulation is attached. The following is the summary of the three lowest bids:

	Bidder	Total Bid
1.	Southern Utility Group 1563 Calvary Church Rd. Gainesville, GA 30507	\$92,740.00
2.	Classic City Mechanical, Inc. P. O. Box 180 Winterville, GA 30683	\$113,200.00
3.	Gunter Construction Co. 455 Fredrix Alley Lawrenceville, GA 30046	\$120,311.90

I have not worked with Southern Utility Group before, so I requested information on the company, including a Bidder Qualification Questionnaire. I contacted two of the three references that were provided in the completed questionnaire. Each reference indicated that Southern Utility Group completed a 2-inch PE natural gas pipeline project for them on time and without any problems. The surety company that the low bidder plans to use is Great Midwest Insurance Company. This surety is listed on U. S. Treasury Circular 570 (07/01/23). Based upon my investigation, this contractor is qualified to provide the services required for successful completion of the subject project. The low bid of \$92,740.00 is reasonable and in-line with my Preliminary Construction Cost Estimate. Therefore, the Gas Authority recommends awarding a contract to Southern Utility Group for construction of the Candler County Industrial Park Gas Main Project.

Please let me know if you have any questions.

Very Truly Yours,

Municipal Gas Authority of Georgia

Bruce M. Bagnasco, PE
Senior Analyst - Engineer

104 TownPark Drive
Kennesaw, GA 30144

770-590-1000 www.gasauthority.com

**BID TABULATION
FOR
CANDLER COUNTY INDUSTRIAL PARK GAS MAIN
CITY OF STATESBORO, GEORGIA**

RECEIVED BY: CITY OF STATESBORO, GEORGIA At Central Services – Purchasing Div., 22 W. Grady St. 3:00 P.M., LOCAL TIME, APRIL 24, 2024				BIDDER NO. 1 Southern Utility Group		BIDDER NO. 2 Classic City Mechanical, Inc		BIDDER NO. 3 Gunter Construction Co.		BIDDER NO. 4 Pike Gas Services, LLC	
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Temporary Erosion and Sediment Control Measures	1	LS	\$3,000.00	\$3,000.00	\$3,400.00	\$3,400.00	\$3,630.69	\$3,630.69	\$10,972.30	\$10,972.30
2	4-inch polyethylene gas main with pipe detection wire (PEGM-1)	3,400	LF	\$19.00	\$64,600.00	\$24.00	\$81,600.00	\$27.06	\$92,004.00	\$38.09	\$129,506.00 *
3	4-inch polyethylene line valve with valve box and collar (PEGV-1)	2	EA	\$400.00	\$800.00	\$1,325.00	\$2,650.00	\$163.66	\$327.32	\$1,149.33	\$2,298.66 *
4	2-inch polyethylene line valve with valve box and collar (PEGV-1)	1	EA	\$400.00	\$400.00	\$850.00	\$850.00	\$163.66	\$163.66	\$919.46	\$919.46
5	Connect to existing 4-inch MDPE gas main (45-psig)	1	EA	\$3,500.00	\$3,500.00	\$1,800.00	\$1,800.00	\$1,996.75	\$1,996.75	\$9,194.61	\$9,194.61
6	Connect to existing 2-inch MDPE gas main (45-psig)	1	EA	\$3,115.00	\$3,115.00	\$1,000.00	\$1,000.00	\$1,413.69	\$1,413.69	\$4,597.30	\$4,597.30
7	Add-on for Untrenched Wetlands/Culvert Crossing	1	LS	\$8,715.00	\$8,715.00	\$10,000.00	\$10,000.00	\$8,407.55	\$8,407.55	\$2,298.65	\$2,298.65
8	Add-on for Untrenched Pavement Crossing	100	LF	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$42.95	\$4,295.00	\$72.50	\$7,250.00
9	Cut & Cap 2-inch PE gas main (45-psig)	2	EA	\$505.00	\$1,010.00	\$500.00	\$1,000.00	\$1,123.94	\$2,247.88	\$2,298.65	\$4,597.30
10	Record Drawings, including DIMP information (material data)	1	LS	\$100.00	\$100.00	\$3,400.00	\$3,400.00	\$825.36	\$825.36	\$674.44	\$674.44
11	Rock Excavation, if required and authorized	20	CY	\$250.00	\$5,000.00	\$250.00	\$5,000.00	\$250.00	\$5,000.00	\$250.00	\$5,000.00
TOTAL BID PRICE (Items 1 through 11)					\$92,740.00		\$113,200.00		\$120,311.90		\$177,308.72 *
NOTE REFERENCE											(1)

Notes: (1) Corrected Value denoted by *

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.

BRUCE M. BAGNASCO, PE
Municipal Gas Authority of Georgia

4/25/2024
DATE