



July 7, 2026 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Mayor Pro Tem Shari Barr
3. Recognitions/Public Presentations:
 - A) Presentation of an award of Recognition to Paulette Chavers honoring her six years of dedicated service to the citizens of District 2 and the City of Statesboro.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 06-16-2026 Work Session Minutes
 - b) 06-16-2026 Council Minutes
 - c) 06-16-2026 Executive Session Minutes
6. Public hearing and first reading of **Ordinance 2026-02**: An Ordinance amending Chapter 82 Section 82.101 (a), (c) and (d) to allow for enhanced sewer lateral repair assistance to include work performed to improved services within the public right of way.
7. Public Hearing & Consideration of a Motion to approve an application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a)

El Maguey II
Owner: Seleste Carmona
Location: 1100 Brampton Ave., Ste E
License Type: Restaurant

8. Consideration of a motion to approve **Resolution 2026-32**: A Resolution approving a FEMA Hazard Mitigation Grant Program Recipient-Subrecipient Agreement for a hydrologic and hydraulic study of Little Lotts Creek basin.
9. Consideration of a motion to approve **Resolution 2026-33**: A Resolution accepting the street rights of way of Pasture Lane and Branded Way within the Westside Townhomes Subdivision as public streets to be owned and maintained by the City of Statesboro.
10. Consideration of a motion to approve a lease with Federal Aviation Administration to lease a roughly 1.4 acre parcel on W.W. Mann Center Road in unincorporated Bulloch County jointly owned with Bulloch County for continued use as a non-directional beacon site.

11. Consideration of a motion to approve a \$15,700 change order with Underground Excavating, Inc. for additional work on ENG-130A Fire Station 3 Access Road, funded by TSPLOST.
12. Consideration of a motion to approve an amended contract to renew the Master Services Agreement with Atlas Technical Consultants, LLC to provide Capital Improvement Program Management Services and Construction Engineering and Inspection services for FY 2027 in a not-to-exceed amount of \$645,552.50 funded by TSPLOST, SPLOST, and Stormwater Funds.
13. Consideration of a motion to approve a contract with Pape-Dawson Consulting Engineers, LLC, for \$256,750 to provide engineering design services for the ENG-130 Brannen Street to US Hwy 80 Transportation Improvements project, funded by 2023 TSPLOST funds.
14. Public Comments (General)
15. Other Business from City Council
16. City Managers Comments
17. 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)
18. Consideration of a Motion to Adjourn



CITY OF STATESBORO
WORK SESSION MINUTES
JUNE 16, 2026

Mayor & Council Work Session

50 East Main Street

4:00 PM

A Work Session of the Statesboro City Council was held on June 16, 2026 at 4:00 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Tangie Johnson, John Riggs, and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Affairs Manager Layne Phillips. Absent was Councilmember Ginny Hendley.

1. Sewer Lateral Program

Director of Public Utilities, Matt Aycock, reviewed the city's existing sewer lateral ordinance and assistance program. Under the current ordinance, responsibility for the sewer lateral from the house to the sewer main rests entirely with the property owner. The existing assistance program, established several years ago, reimburses eligible residents for a portion of repair costs. The calculation is based on the extent of cuts made to improved surfaces such as roads, curbing, and sidewalks. Currently, eligibility is limited to owner-occupied single-family residences, which has significantly restricted the program's reach given that approximately 70% of residential properties in Statesboro are rental properties. Since 2023, only six or seven homeowners have received assistance under the program.

Matt Aycock noted several compounding issues: repair costs have risen sharply since the pre-COVID era, with quotes now commonly ranging from \$7,000 to \$19,000 or more; many eligible residents would still need to pay the full cost upfront and await reimbursement; and much of the aging infrastructure — including Orangeburg pipe installed as far back as the 1940s — is at or beyond the end of its service life. It was also noted that plumbers qualified to perform sewer work often lack the expertise for road excavation, leading to substandard pavement patches that accelerate street deterioration.

Research found that most Georgia municipalities do not have an established assistance program to help property owners manage these costs. Staff is proposing two key changes to the ordinance. First, the eligibility criterion would be broadened from "owner-occupied" to "owner of any single-family residence," thereby extending program access to landlords of single-family rental properties while continuing to exclude duplexes, apartment complexes, and other multi-unit or commercial properties.

City Manager, Charles Penny, cited the case of a constituent — Ms. Bragg — whose single-family home rental was ineligible under the current program despite having a legitimate need.

Second, rather than reimbursing a calculated amount after the fact, the city would assume direct responsibility for excavating and exposing the lateral at the right-of-way or under the roadway — the most costly portion of any repair. City crews would perform the work where conditions are safe, or coordinate with a qualified utility contractor where they are not. The property owner's plumber would then complete the pipe repair. It was noted that having city-managed contractors perform roadway cuts would ensure patches are restored to city standards.

The volume of claims would likely increase under the expanded eligibility, but staff does not anticipate an unmanageable surge. City Manager, Charles Penny, indicated that staff capacity exists to absorb the additional work, with the option to engage contractors if demand exceeds available resources.

2. Land Bank Authority

Justin Williams, Director of Planning, provided a briefing on the history, governance, and current operational status of the Statesboro – Bulloch Land Bank Authority. The Land Bank Authority was established in 2002 through an intergovernmental agreement between the City of Statesboro and Bulloch County. Its most significant early activity was facilitating the development of Statesboro Point, largely by transferring property to Habitat for Humanity. The State of Georgia expanded the powers available to land bank authorities in 2012, but the local authority did not fully adopt those expanded powers until 2026, when both the city and county signed an updated intergovernmental agreement and the board revised its bylaws accordingly.

The authority's core powers include the acquisition, management, maintenance, disposition, and foreclosure of properties. Critically, the land bank can extinguish liens held by the city or county on acquired properties — a significant tool for returning long-dormant parcels to productive use. Properties burdened by heirs' title issues, where multiple owners may be unresponsive or unwilling to act, are a primary target. Staff noted that while code enforcement has been active in demolishing dilapidated structures, the resulting vacant lots often remain encumbered by liens indefinitely, preventing redevelopment. The land bank provides a mechanism to break that cycle.

The board currently consists of five members: two appointed by the city, two appointed by the county, and one at-large member appointed by the four appointees. The board meets at least four times per year and is currently working toward its first property acquisitions within the city limits.

Justin Williams explained that the authority is requesting \$70,000 in city funding — drawn from ARPA interest earnings — to cover property acquisition costs, legal and administrative fees, and property maintenance expenses. Because no county properties are currently under consideration for acquisition, the request is being directed solely to the city at this time. The authority adopted a formal resolution requesting these funds. The City Manager Charles Penny emphasized that access to capital has been the primary barrier to the land bank becoming more active, and that while ARPA interest funds will eventually be exhausted, this allocation represents an important step toward building the authority's operational capacity. A resolution is on this evening's agenda, requesting the funding.

3. Creek on the Blue Mile

Brad Deal, Director of Engineering and Public Works provided an update to the Creek on the Blue Mile project. In 2019 City acquired a loan through the Georgia Environmental Finance Authority (GEFA) in the amount of approximately \$15.5 million, intended to fund construction of creek drainage and water quality improvements. The draw-down deadline was in 2026, and a prior extension had been granted. The City sought a second extension but GEFA declined to support one. However, GEFA advised the City in writing that it may reapply for the same loan amount, at the same interest rate and terms, prior to 2030.

Then in 2023, the City was approved for a state ARPA-funded Improving Neighborhood Outcomes in Disproportionately Impacted Communities (INODIC) grant of \$1.65 million, originally intended to fund the construction of amenities along the creek corridor such as brick pavers, lighting, benches, and pedestrian bridges. The expenditure deadline for these funds is October 2026. Because construction could not be completed in that timeframe and purchasing materials for storage was not permitted under the grant terms, the City successfully negotiated a scope change with the state Office of Planning and Budget to redirect those funds toward the design of Memorial Park, which sits along the creek corridor.

An associated task order with EMC Engineering, in the amount of \$915,420, is included on the evening's regular agenda. The scope of work covers the design of Memorial Park improvements including new water features, sidewalks, pickleball courts, and landscaping. The promenade trail design and a potential parking structure were not included in EMC's scope, as those elements could not be completed before the October grant deadline; space for those elements are being reserved in the overall park concept. Charles Penny, City Manager noted that Memorial Park design had not previously had dedicated funding, making this grant redirection a meaningful opportunity. Mayor, Jonathan McCollar inquired about the construction cost of the park relative to the overall project, and staff indicated that a construction cost estimate would be produced as part of EMC's design work, with a rough range previously discussed in the vicinity of \$5–\$8 million for the park component.

EMC Engineering has been under contract for creek design since November, with the current task order valued at approximately \$1.4 million, with at least one additional task order anticipated to finalize plans. Work completed to date includes updated surveys, environmental coordination with the U.S. Army Corps of Engineers, and geotechnical soil testing. Preliminary design plans are in progress, and EMC participates in monthly coordination meetings with City staff, the creek partners group, and bridge consultant Michael Baker. The conceptual design calls for a 20-foot-wide channel with a rock bottom and concrete walls, flanked by 10-foot-wide pedestrian walkways on each side with lighting, benches, and related amenities. An overflow drainage component is included to manage flooding events.

Michael Baker International is managing bridge design at three locations: South Main Street, Fair Road, and South Zettower Avenue. South Zettower Avenue crossing will be a box culvert (classified as a bridge by GDOT due to its size), while the Fair Road location is anticipated to be a more conventional bridge structure. The South Main Street bridge design remains under evaluation, with property owner impacts needing to be resolved. GDOT is funding the design and construction of all three bridge crossings. Michael Baker is in a similar preliminary phase to EMC, having completed initial surveying and environmental work and currently preparing preliminary plans with monthly coordination meetings ongoing.

Mr. Deal outlined the full funding landscape for the project. GDOT is funding all bridge design and construction. A Transportation Alternatives Program grant of \$2.12 million has been approved for trail construction, with an additional application for design funding still pending a decision. The GEFA State Direct Investment Grant of \$5.5 million (with approximately \$2.6 million remaining) is expected to fund creek design. The GEFA loan will be reapplied for prior to 2030 for construction. The INODIC grant is now being applied to Memorial Park design.

The meeting was adjourned at 4:56 pm

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
JUNE 16, 2026

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Councilmember John Riggs called on Allen Muldrew to give the invocation and he led the Pledge of Allegiance.

ATTENDENCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Tangie Johnson	Councilmember	Present	
Vacant	Councilmember	Vacant	
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, Public Affairs Manager Layne Phillips, City Attorney Cain Smith and City Clerk Leah Harden

3. Recognitions/Public Presentations:

A) Recognition of Cohort Three of the Emerging Leaders Academy.

Human Resources Director Demetrius Bynes recognized the third cohort of the Emerging Leaders Academy, a program designed to train high-potential employees for advancement. While several of the 15 members could not attend due to other commitments or active duty, we specifically congratulate those present: City Attorney Cain Smith and Human Resources Generalist Jacobi Thibodeau. Demetrius announced that Cohort Four is expected to begin in the new year.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 06-02-2026 Council Minutes

A motion was made to approve consent agenda.

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

6. Public hearing and consideration of a motion to approve APPLICATION RZ 26-05-02: Georgia Southern University Foundation, Inc. requests a Zoning Map Amendment for property on the south side of Tillman Road between Fair Road and South Main Street from Exempt to MX (Mixed Use District). The Zoning Map Amendment request is for one parcel of 13.505 acres and is proposed for multi-use commercial development (Tax Parcel # MS61 000001 000).

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

Attorney Steve Rushing appeared on behalf of the applicant, noting the significance of the project for Georgia Southern and the Statesboro community. He confirmed the Foundation had acquired the property from the Board of Regents, which is itself an unusual transaction, and that Phase 1 would focus on the hotel and conference center. He noted no jurisdictional wetlands exist on the property, though floodplain areas are present consistent with surrounding development. The applicant accepted all three conditions without objection.

No one spoke against the application.

A motion was made to close the public hearing.

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

A motion was made to approve with staff conditions APPLICATION RZ 26-05-02: Georgia Southern University Foundation, Inc. requests a Zoning Map Amendment for property on the south side of Tillman Road between Fair Road and South Main Street from Exempt to MX (Mixed Use District). The Zoning Map Amendment request is for one parcel of 13.505 acres and is proposed for multi-use commercial development (Tax Parcel # MS61 000001 000).

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

7. **Public hearing and consideration of a motion to approve APPLICATION V 26-05-04: Virginia Russel requests a Variance from UDC Section 2.5.5-C Table (R-15) Accessory uses and Structures, to allow a decrease of the side yard setback from twenty (20) feet to six (6) feet, to allow the installation of a carport at 12 West Kennedy Street (Tax Parcel # S21 000057 000).**

A motion was made to open the public hearing.

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

Jason McCoy, son-in-law of the applicant, spoke in support of the request, explaining that the carport is intended to provide weather protection for the applicant whose mobility is becoming impaired. He noted the structure would be a pole barn-style carport with roofing materials matching the home.

No one spoke against the application.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

A motion was made to approve with staff conditions APPLICATION V 26-05-04: Virginia Russel requests a Variance from UDC Section 2.5.5-C Table (R-15) Accessory uses and Structures, to allow a decrease of the side yard setback from twenty (20) feet to six (6) feet, to allow the installation of a carport at 12 West Kennedy Street (Tax Parcel # S21 000057 000).

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

Councilmember Ginny Hendley recused herself from agenda item #8.

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

Tokyo
Owner: Ligong Zhu
Location: 100 Brampton Ave., Suite 1A
License Type: Restaurant

A motion was made to open the public hearing.

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

No one spoke for or against the application.

A motion was made to close the public hearing.

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

A motion was made to approve an application for an alcohol license in accordance with the City of Statesboro Alcohol Ordinance Sec. 6-13(a): issued to Tokyo, Owner: Ligong Zhu, Location: 100 Brampton Ave., Suite 1A, for License Type: Restaurant.

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

9. Public hearing and consideration of a motion to approve Resolution 2026-25: A Resolution exempting certain vehicles from marking requirement for one year.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

No one spoke for or against the Resolution.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember John Riggs
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

A motion was made to approve Resolution 2026-25: A Resolution exempting certain vehicles from marking requirement for one year.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember John Riggs
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

10. Consideration of a motion to approve Resolution 2026-26: A Resolution Authorizing a FY 2026 Budget Allocation for the Statesboro-Bulloch County Land Bank Authority, funded from ARPA interest.

A motion was made to approve Resolution 2026-26: A Resolution Authorizing a FY 2026 Budget Allocation for the Statesboro-Bulloch County Land Bank Authority, funded from ARPA interest.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

11. Consideration of a motion to approve Resolution 2026-27: A Resolution to adopt the Third Amendment to the Fiscal Year 2026 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.

A motion was made to approve Resolution 2026-27: A Resolution to adopt the Third Amendment to the Fiscal Year 2026 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.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

12. Consideration of a motion to approve Resolution 2026-28: A Resolution to adopt the Fiscal Year 2027 Budget for each fund of the City of Statesboro, Georgia, appropriating the amount shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriations.

A motion was made to approve Resolution 2026-28: A Resolution to adopt the Fiscal Year 2027 Budget for each fund of the City of Statesboro, Georgia, appropriating the amount shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriations.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

13. Consideration of a motion to approve Resolution 2026-29: A Resolution adopting Statesboro Schedule of Rates, Fees and Fines for FY 2027.

A motion was made to approve **Resolution 2026-29**: A Resolution adopting Statesboro Schedule of Rates, Fees and Fines for FY 2027.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

14. Consideration of a motion to approve Resolution 2026-30: A Resolution adopting the Bulloch County Solid Waste Management Plan (2025-2035).

A motion was made to approve **Resolution 2026-30**: A Resolution adopting the Bulloch County Solid Waste Management Plan (2025-2035).

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

15. Consideration of a motion to approve Resolution 2026-31: A Resolution of the Mayor and Council of the City of Statesboro to waive the requirements of Chapter 6 and allow processing of an alcohol application for 600 Fair Road.

A motion was made to approve **Resolution 2026-31**: A Resolution of the Mayor and Council of the City of Statesboro to waive the requirements of Chapter 6 and allow processing of an alcohol application for 600 Fair Road.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

16. Consideration of a motion to authorize the Mayor to execute a contract for services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax.

A motion was made to approve authorizing the Mayor to execute a contract for services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

17. Consideration of a motion to authorize the Mayor to execute a contract for services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax.

A motion was made to approve authorizing the Mayor to execute a contract for services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax.

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

18. Consideration of a motion to authorize the Mayor to execute a contract for services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax.

A motion was made to approve authorizing the Mayor to execute a contract for services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember John Riggs
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

19. Consideration of a motion to approve a \$12,000 change order with Mid Georgia Property Enhancements, LLC for additional work on STM-46 McTell Trail/Little Lotts Creek Stream Restoration project, funded by an EPD 319(h) grant.

A motion was made to approve a \$12,000 change order with Mid Georgia Property Enhancements, LLC for additional work on STM-46 McTell Trail/Little Lotts Creek Stream Restoration project, funded by an EPD 319(h) grant.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

20. Consideration of a motion to approve a contract with EMC Engineering Services, Inc. in the amount of \$915,420 for design of Memorial Park, to be funded by INODIC grant funds and 2025 SPLOST funds.

A motion was made to approve a contract with EMC Engineering Services, Inc. in the amount of \$915,420 for design of Memorial Park, to be funded by INODIC grant funds and 2025 SPLOST funds.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

21. Consideration of a motion to approve a \$7,151 change order with Underground Excavating, Inc. for additional work on ENG-130A Fire Station 3 Access Road, funded by TSPLOST.

A motion was made to approve a \$7,151 change order with Underground Excavating, Inc. for additional work on ENG-130A Fire Station 3 Access Road, funded by TSPLOST.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

22. Consideration of a motion to renew the Master Services Agreement with Atlas Technical Consultants, LLC through June 30, 2027 to provide Capital Improvement Program Management Services and Construction Engineering and Inspection services for FY 2027 in a not-to-exceed amount of \$664,923, funded by TSPLOST, SPLOST, and Stormwater Funds.

A motion was made to approve the renewal of the Master Services Agreement with Atlas Technical Consultants, LLC through June 30, 2027 to provide Capital Improvement Program Management Services and Construction Engineering and Inspection services for FY 2027 in a not-to-exceed amount of \$664,923, funded by TSPLOST, SPLOST, and Stormwater Funds.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember John Riggs
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

23. Public Comments (General): None

24. Other Business from City Council

Mayor Pro Tem Shari Barr raised the issue of heat at the Art Park, noting public feedback about the lack of shade and seating during summer months. She reported that Wesley Parker, the original design engineer for the Art Park, has agreed to develop a concept for adding trees and benches at no cost, and that a youth group is also involved in the effort. She further confirmed that the railroad, as landowner of the leased property, would permit tree planting. Council directed staff to investigate funding options and coordinate with Mr. Parker, with a preliminary concept to be presented at a future work session.

She also noted upcoming Juneteenth celebrations: an event at Willow Hill on Friday evening and a celebration at Honey Bowen on Saturday. Additionally, she drew attention to the city's ongoing reflective visibility band program for pedestrians and cyclists, encouraging the public to obtain free bands at City Hall or the Police Department.

25. City Managers Comments

City Manager Charles Penny announced that a recognition reception for retiring Police Chief Mike Broadhead would be held on June 23, 2026, from 2:00 to 4:00 PM at the Municipal Court Building, and invited the public to attend to honor Chief Broadhead's nine years with the City of Statesboro and approximately 40 years of law enforcement service.

Mr. Penny also highlighted that on May 30th, the Fire Department installed 62 smoke alarms in 33 homes as part of its ongoing community safety program.

Regarding the Creek on the Blue Mile project financing, Mr. Penny stated for the record that the GEFA line of credit of \$15.5 million at 2.25% interest, which had expired, was successfully preserved. While the GEFA Commissioner declined to extend the line of credit directly, the agency agreed in writing that the city has until 2030 to apply for those funds at the original 2.25% interest rate for a 30-year term. He noted that the relevant correspondence is included in the council packet and should be reflected in the official record.

Mr. Penny concluded by announcing that the final concert of the season, featuring Papa Soul, would be held on June 25th at 7:00 PM, and commended Olympia and her team for their work managing the concert series.

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

At 6:18 pm a motion was made to enter into executive session to discuss “Personnel Matters” in accordance with O.C.G.A 50-14-3(b).

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

At 6:33 pm a motion was made to exit executive session.

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

Mayor Jonathan McCollar called the regular meeting back to order.

City Manager Mr. Penny announced that, with the retirement of Police Chief Mike Broadhead effective July 1, 2026, he would be appointing Jared Akins as Interim Police Chief, effective July 1, 2026. He noted that the formal chief of police search would commence following the conclusion of community focus group meetings, with the position to be advertised for approximately 30 days thereafter. Mr. Penny expressed hope that a new chief would be named by the end of October or early November 2026.

27. Consideration of a Motion to Adjourn

A motion was made to adjourn.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Councilmember John Riggs
AYES:	Johnson, Hendley, Riggs, Barr
ABSENT:	

The meeting was adjourned at 6:35 p.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



City of Statesboro
PUBLIC UTILITIES DEPARTMENT

*P.O. Box 348
Statesboro, Georgia 30459*

*912.764.0693
912.764.0928 (Fax)*

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

From: Matt Aycock, Director of Public Utilities

Date: 06/30/2026

RE: Sewer Laterals City Council Agenda Item

Policy Issue:

Amendments to Statesboro Code of Ordinances Chapter 82 Section 82.101 (a), (c) and (d) to allow for enhanced sewer lateral repair assistance to include work done within public improved surfaces.

Recommendation:

Staff recommends a First Reading of proposed amendments to the Statesboro Code of Ordinances Chapter 82 Section 82.101 (a), (c) and (d) to allow for enhanced sewer lateral repair assistance to include work done within public improved surfaces.

Background:

At the June 16, 2026 work session, the Mayor and Council were presented with concerns regarding failing sewer laterals, predominantly of orangeburg pipe construction. Since 2023, the City has offered owner-occupied homeowners assistance through the Sewer Lateral Replacement Assistance Program which reimbursed customers a portion of the work under pavement (roadway, sidewalk, driveway, etc.). Staff recommends to amend the ordinance to: 1) cover all costs associated with the excavation and replacement of impacted public surfaces and 2) assist all owners of single-family residential housing instead of only owner-occupied.

Budget Impact: Costs associated with excavating and replacing impacted public surfaces.

Council Person and District: All

Attachments: Proposed redlined amended versions of Section 82-62(d) and updated Sewer Lateral Replacement Assistance Application

ORDINANCE 2026-02

Secs. 82.100 Private Sewer Laterals

- (a) *Responsibility for the repair, replacement, and maintenance of the sewer lateral.* The owner of the property or properties serviced shall be responsible for any portion of the private sewer lateral extending from a building to the public sewer main, including the wye connection that joins the private sewer lateral to the public sewer main. Any repairs, replacements or maintenance, such as clearing pipes using common industry hydro or mechanical cleaning tools, will not be provided by the city on private sewer laterals or in private sewer systems. Responsibility for such repairs, replacements and maintenance is that of the owner of the property or properties serviced by the lateral.
- (b) *Determination.* The city authorities or any agent of the city shall have the sole discretion to determine when repair and/or replacement is required due to unacceptable conditions of a sewer lateral.

Secs. 82.101 Sewer Lateral Replacement Assistance Program

- (a) *Eligibility.* There shall be an established sewer lateral replacement program to mitigate a portion of the cost to repair a private sewer lateral within the public right away. In order for a property owner to be eligible for the replacement assistance program, the following conditions must be met:
 - a. Be the owner ~~and occupant~~ of a single-family residential home located within the municipal limits. Proof of property ownership must be provided.
 - b. Prior to obtaining replacement assistance, all city bills (i.e., water/sewer, sanitation, etc.), City of Statesboro property taxes, licenses, and/or permits, including the occupational tax certificate if the owner operates a business within the city limits, must be paid in full.
 - c. The property owner must first have a licensed plumbing contractor or **utility contractor** video inspect their sewer line. A copy of the video inspection must be submitted with the replacement assistance application.
 - d. ~~The property owner must then obtain and submit three quotes from a licensed plumbing contractor to submit with the replacement assistance application. Assistance will not exceed the lowest quote.~~
 - e. The property owner is responsible for contacting their insurance company to determine if any portion or the entire sewer lateral repair is covered by the homeowner's insurance policy.
- (b) *Ineligible for replacement assistance.* The following conditions are ineligible for replacement assistance:
 - a. The cost of interior clean-up or other damage to the interior of the home or personal property caused by sanitary sewer back-ups resulting from the failure of the sewer lateral or sanitary sewer main
 - b. The cost of removal and/or replacement of any site improvements (i.e., fences, trees, landscaping, etc.) necessary for excavation to repair or replace the sewer
 - c. The cost of lost wages or income to the home occupant or property owner due to absence from work necessary to work with contractors to complete the repairs

- d. The initial cost of cabling or other methods to attempt to clear the blockage prior to the repair
- (c) *Approval and repair process.* Upon approval of the application, the property owner will be notified by city staff and instructed to contact the licensed plumbing contractor or **utility contractor to schedule the repair with the lowest quote**. The licensed plumbing or **utility** contractor will be required to obtain all the necessary permits prior to the property owner scheduling the work and will be required to obtain inspection of all work performed.
- ~~(d) *Basis for calculating replacement assistance.* Fees for excavating and replacing impacted public improved surfaces. The city will assist be responsible for the cost of excavating and replacing impacted public improved surfaces (i.e., road, curb and gutter, sidewalk, etc.). It will be the responsibility of the property owner to cover all other costs associated with the sewer lateral repair including all associated plumbing costs. at a specified amount per square foot as established in the schedule of fees and charges. Further, the city will assist with the replacement of the sewer lateral pipe per foot of depth in excess of 6' depth to be verified by city staff at a specified amount per linear foot of sewer lateral pipe as is established in the schedule of fees and charges.~~

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Vacant, 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: City Manager Charles Penny & City Clerk Leah Harden

From: Jennifer Joyner, Tax & License Coordinator

Date: June 25th 2026

RE: El Maguey II (Restaurant, Sunday Sales)

Policy Issue: Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6 Sec 6-1 3(a)

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

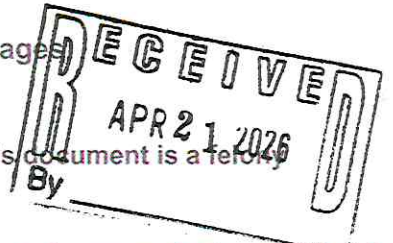
Recommendation: Planning and Development, Fire, Police, Legal, Building and Engineering recommended approval.

Budget Impact: None

Council Person and District: Shari Barr, District 5

Attachments: Application and Department Approvals

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



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

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

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

Date application was received by tax/license office: _____

1. Business Trade Name: El maguay II mexican Restaurant
D/B/A Name

2. Applicant's Name: Seleste Carmona
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 1100 Brampton Avenue Suite E
Statesboro, GA, 30458

4. Business mailing address: 1100 Brampton Avenue Suite E
Statesboro GA 30458

5. Local business phone number: 912-842-2490

Corporate office phone number: _____

6. Name of Manager: Seleste Carmona
Person responsible for alcohol licensing issues

7. Phone number for manager: 912-481-1453

8. Email address for manager: seleste328@gmail.com

9. Address of manager: 99 Grady Johnson rd lot 5 Statesboro
GA, 30458

10. Purpose of application is:

New Business New Owner _____

Attach additional pages if necessary

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

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

Name: N/A Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous owner's name: _____

If the business name has changed, list previous name: _____

If the business address has changed, list the previous address: _____

11. Indicate where the business will be located:

- Above ground
- Street or ground floor level

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

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

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

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

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

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

Name & address of partnership, LLC, or LLP: Selestee Carmona

99 Grady Johnson Rd lot 5 Statesboro, GA, 30458

Do you have an operating or partnership agreement for the LLC, LLC, or partnership? ~~no~~ no

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

Ein shows Roll ownership

15. Members of LLC and/or partners:

Full Legal Name: Seicste Carrara Phone #: 912-481-1453

Home Address: 99 Grady Johnson Rd lot 5

Statesboro, GA, 30458

Full Legal Name: _____ Phone #: _____

Home Address: _____

Full Legal Name: _____ Phone #: _____

Home Address: _____

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

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

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

Name of Corporation: El maguel II Mexican Restaurant

Home Office address: 99 Grady Johnson rd lot 5

Statesboro, GA, 30458

Mailing address (if different): September, 29, 2023

Date & Place of incorporation: _____

Do you have a shareholders agreement?: no

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

17. Officers:

Full Legal Name: Selestee Carmona Phone #: 912-481-1453

Home address: 99 Grady Johnson Rd lot # 5
Statesboro, GA 30498

Percentage of stock owned: 100% Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Attach additional pages if necessary

18. Stockholders: (if different than officer names)

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

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

Remax Realty

1100 Brampton Avenue Suite E

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

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

Remax Realty

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

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

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

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

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

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

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

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

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

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

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

no

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

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

I, Selestee Carmena, solemnly swear, subject to the penalties O.C.G.A. sec 16-10-20 as provided above which I have read and understood, that all information required in this application for license to sell alcoholic beverages and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Selestee Carmena
Print full name as signed below



Signature of applicant

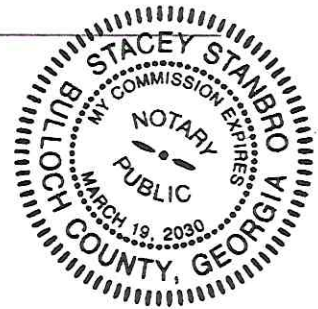
owner
Title

4-20-26
Date

Sworn and subscribed before me this 20 day of April, 2026.

Stacey Stanbro
Notary Public

3/19/30
My commission expires



Calculation of Basic License Fee

For Calendar Year: 2026

Classification:	Mark all that apply	License Fee
1. A. Package Sales (Beer & Wine)	<input type="checkbox"/>	\$1750
B. Package Sales (Distilled Spirits)	<input type="checkbox"/>	\$5000
Location Reservation	<input type="checkbox"/>	N/A
2. On Premise License Types		
A. Bar	<input type="checkbox"/>	\$4300
B. Bar with Kitchen	<input type="checkbox"/>	\$4300
C. Event Venue	<input type="checkbox"/>	\$2500
D. Low Volume	<input type="checkbox"/>	\$750
E. Pub	<input type="checkbox"/>	\$5600
F. Restaurant	<input checked="" type="checkbox"/>	\$2800
3. Caterer	<input checked="" type="checkbox"/>	\$200
4. Brewer, manufacturer of malt beverages only	<input type="checkbox"/>	\$1750
5. Broker	<input type="checkbox"/>	\$1750
6. Importer	<input type="checkbox"/>	\$1750
7. Manufacturer of Wine only	<input type="checkbox"/>	\$1750
8. Sunday Sales Permit	<input checked="" type="checkbox"/>	\$300
9. In Room Service Permit	<input type="checkbox"/>	\$150

Total Due: \$ _____

El Maguey II
Celeste Carmona
1100 Brampton Ave., Ste E

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department	Full Name	Recommendation	Comments
Planning & Development	Monica Gann	Approval	04.24.2026
Fire Department	Justin Taylor	Approve	All noted violations corrected. 5/20/2026
Police Department	Jared Akins	Approve	6/25/26
Legal	Cain Smith	Approve	6/30/26

CITY OF STATESBORO

COUNCIL

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Vacant, 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
Jason Boyles, Assistant City Manager

From: Brad Deal, P.E., Director of Public Works and Engineering

Date: June 26, 2026

RE: Approval of a FEMA Hazard Mitigation Grant Program (HMGP) Planning Award Agreement

Policy Issue: Grant Award

Recommendation:

Staff recommends approval of the resolution authorizing acceptance and execution of the FEMA HMGP grant agreement for a Hydrologic and Hydraulic Study of the Little Lott's Creek Basin. The resolution authorizes the Mayor to execute the award agreement and all related grant documents necessary to receive and administer the grant award.

Background:

Hurricanes and other storm events have caused significant flooding around Little Lott's Creek and Bird's Pond over the last three years. The Mayor and City Council desire to maintain a well-regulated watershed that provides effective and efficient stormwater management and protects life, property, the environment, and natural resources. Effective stormwater management of Little Lott's Creek will improve water quality and help maintain a healthy environment for city residents and the broader community beyond the Statesboro city limits. FEMA's Hazard Mitigation Assistance and Hazard Mitigation Grant Program provides federal financial assistance for hazard mitigation planning and related flood mitigation work. The grant will fund a Hydrologic and Hydraulic study of the Little Lott's Creek Basin as preliminary planning for flood mitigation projects along the basin, with project limits to be shown on the referenced map.

Budget Impact:

The estimated project cost is \$945,000.00. The FEMA HGMP grant award is for \$708,780.00. A required 15% local match in the amount of \$141,750.00 will be provided by Stormwater Fund revenues in STM-49 (Little Lott's Creek Basin Flood Mitigation Project). The state match is 10%, in the amount of \$94,500.00.

Council Person and District: Ginny Hendley, District 3; John Riggs, District 4; and, Shari Barr, District 5

Attachments: Resolution, HMGP 4830 Planning Recipient-Subrecipient Agreement

Copy: Cindy West, Finance Director

RESOLUTION 2026-32:

A RESOLUTION APPROVING A FEMA HAZARD MITIGATION GRANT PROGRAM RECIPIENT-SUBRECIPIENT AGREEMENT FOR A HYDROLOGIC AND HYDRAULIC STUDY OF LITTLE LOTTS CREEK BASIN

THAT WHEREAS, the Mayor and City Council desire to maintain a well-regulated watershed that provides effective and efficient stormwater management and protects life, property, the environment, and natural resources. Effective stormwater management of Little Lott's Creek, which has experienced flooding in recent storm events, will improve water quality and help maintain a healthy environment for residents and the broader community beyond the Statesboro city limits ; and,

WHEREAS, FEMA's Hazard Mitigation Assistance and Hazard Mitigation Grant Program provides federal financial assistance for hazard mitigation planning and related flood mitigation work, and the Hazard Mitigation Grant Program is the funding program for this award ; and,

WHEREAS, the project will fund a Hydrologic and Hydraulic study of the Little Lott's Creek basin as preliminary planning for flood mitigation projects along the basin, with project limits to be shown on the referenced map. The estimated cost for the project is \$945,000.00 ; and,

WHEREAS, the award agreement will provide FEMA's portion of the estimated planning phase cost in the amount of \$708,780.00 ; and, a 15% local match of \$141,750.00 is required and will be provided by Stormwater Fund revenues ; and, a 10% State match of \$94,500.00: and,

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

- Section 1. The Mayor and City Council hereby approve acceptance and execution of the FEMA Hazard Mitigation Assistance Planning Recipient-Subrecipient Agreement for a Hydrologic and Hydraulic study of the Little Lott's Creek basin.
- Section 2. The Mayor is hereby authorized to execute the award agreement and all related documents, including any documents necessary to receive and administer the award.

Adopted this 7th day of July, 2026.

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

BRIAN P. KEMP
GOVERNOR



JOSH LAMB
DIRECTOR

June 8, 2026

Honorable Jonathan McCollar
Mayor
City of Statesboro
50 East Main Street
Statesboro, Georgia 30458

Dear Mayor McCollar,

On behalf of Governor Brian Kemp, it is my pleasure to inform you that a Hazard Mitigation Grant Program (HMGP) Award has been approved by the Federal Emergency Management Agency. The grant will be used to perform the Little Lotts Creek Watershed and Flood Study.

The total approved cost is \$945,000.00 with a federal share of \$708,750.00, a state share of \$94,500.00, a local share of \$141,750.00, and Subrecipient Management cost of \$47,250.00.

These funds are subject to the execution of the enclosed Recipient-Subrecipient Agreement. The end date of this grant is August 27, 2030. Please submit the drafted plan to your assigned Hazard Mitigation Planner before the period of performance of this grant.

Please sign and return the agreement, and a fully executed copy will be returned to you later for your files.

Thank you for your commitment to protect Georgia Citizens. I appreciate your efforts to ensure that Georgia continues to be a safer place for us to live and raise our families. By working together, we are continuing to reduce the impacts caused by natural hazards. Should you have any questions regarding this grant, please contact Stephen Clark, Hazard Mitigation Manager, at (404) 635-4573.

Sincerely,

Valaris Grooms for,

Josh Lamb

kjc/rl

Enclosures

cc: Corey Kemp, Director

Bulloch County Emergency Management Agency
Area 3 Field Coordinator

Georgia Emergency Management and Homeland Security Agency



May 28, 2026

Mr. Josh Lamb
Georgia Emergency Management &
Homeland Security Agency
Post Office Box 18055
Atlanta, Georgia 30316-0055

Attention: Stephen Clark, State Hazard Mitigation Officer

Reference: Hazard Mitigation Grant Program (HMGP) DR-4830-0055-P
City of Statesboro Storm Water Master Plan Approval

Dear Mr. Lamb,

We are pleased to inform you that the project referenced above has been approved for \$945,000.00 with a federal share of \$708,750.00 (75%) and a non-federal share of \$236,250.00 (25%) to be paid by City of Statesboro.

In conjunction with the award of the project, the Recipient has requested FEMA approval of Subrecipient Management Costs (SRMC) for estimated Personnel expenses. Based on the Subrecipient's management cost request, \$47,250.00 has been approved and obligated.

The following is the approved Scope of Work (SOW) for the above referenced project:

City of Statesboro, in coordination with Bulloch County and key regional partners, will complete the Little Lotts Creek Watershed and Flood study through a structured, phased planning approach led by a qualified engineering and planning consultant. The effort will begin with comprehensive data collection and review, followed by watershed characterization and development of calibrated hydrologic and hydraulic models to evaluate existing conditions, historical dam failures, and recurring flood impacts. The study will assess future land use and development scenarios to understand evolving flood risks.

Subrecipient Management Costs (SRMC): Expenditure of subrecipient management costs must adhere to FEMA Policy #104-11-1 Hazard Mitigation Grant Program Management Costs (Interim) signed November 14, 2018. Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs. For further explanation, please refer to the HMA guidance.

Quarterly Progress Reporting:

Per 44 CFR 206.438(c), recipients must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report should also include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions. Please include this HMGP project in your future quarterly reports.

Scope of Work Changes:

The recipient must obtain prior approval from FEMA before implementing changes to the approved project SOW. Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 2 CFR 200:

- The Recipient must obtain prior written approval for any budget revision which would result in a need for additional funds.
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- The Recipient must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion.

Period of Performance:

FEMA does not establish activity completion timeframes for individual subawards. Recipients are responsible for ensuring that all approved activities are completed by the end of the grant Period of Performance (POP). The POP for DR-4830 is August 27, 2030. Any extensions of the grant POP must be submitted to FEMA 60 days prior to the expiration date.

Project Closure:

In accordance with 44 CFR, Section 206.438(d) the Governor's Authorized Representative (GAR) is required to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement." Therefore, to close this project, the GAR shall send a letter requesting closure to include the above certifications, as well as the following:

- Date work on the project was fully completed
- Date of the recipient's final site inspection for the project
- Total final project cost, with the Federal and Non-Federal share
- Identified cost underrun (Fed and non-Fed share) as applicable
- Documentation that any conditions of the grant have been complied with, to include programmatic, environmental, and/or other conditions as identified in the award letter or Record of Environmental Consideration (REC)

The obligation report and REC are included for your records. The obligated funds are available for withdrawal from the **Payment Management System** on sub-account number **4830DRGAP000000555**.

If you have any further questions, please contact Khadiyja Kemp-Masters at (404) 431-9021.

Sincerely,

SHEMEEKA H
JOHNSON

Digitally signed by
SHEMEEKA H JOHNSON
Date: 2026.05.28 09:48:40
-0400'

Shemeeka H. Johnson, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure:

Obligation Report No. 59

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4830	55 P	0	56	1	59	GA	Statewide

Subrecipient: Statesboro

Project Title : City of Statesboro Stormwater Master Plan

Subrecipient FIPS Code: 031-73256

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$708,750.00	\$708,750.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$708,750.00	\$47,250.00	\$756,000.00	05/19/2026	Accept	2026

Comments

Date: 05/19/2026 User Id: ASCHOEN3

Comment: DR-4830-0055-GA-P (App ID 56) Declared 9.30.2024; POP 8.27.2030 City of Statesboro Stormwater Master Plan, Plan expires 10.12.2026. Award \$708,750.00 Federal Share; SRMC \$47,250.00. Total \$756,000.00

Date: 05/19/2026 User Id: DBURKETT

Comment: 4830-0055-P-DR-GA-HM Statesboro Grant Period of Performance 08/27/2030 Application 56 City of Statesboro Stormwater Maste Allocation 9 May Spend Plan Federal share \$708,750.00 SRMC \$47,250.00 total obligation \$756,000.00 Supplement 59 HMO appro

Authorization

Preparer Name: ALICIA SCHOENING

Preparation Date: 05/19/2026

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 05/19/2026

HAZARD MITIGATION GRANT PROGRAM Recipient-Subrecipient Agreement

On September 30, 2024, the President declared that a major disaster exists in the State of Georgia. This declaration was based on damage resulting from Hurricane Helene. This document is the Recipient-Subrecipient Hazard Mitigation Assistance Agreement for the major disaster, designated FEMA-4830-DR, under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended by Public Law 100-707, 42 USC 5121 et seq. ("The Act"), in accordance with 2 CFR Part 200, Hazard Mitigation Grant Program. Under this Agreement, the interests and responsibilities of the Recipient, herein after referred to as the State, will be executed by the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). The individual designated to represent the State is Mr. Josh Lamb, Governor's Authorized Representative. The Subrecipient to this Agreement is The City of Statesboro. The interests and responsibilities of the Subrecipient will be executed by The City of Statesboro's agent, the Subrecipient's Authorized Representative.

1. The following Exhibits are attached and made a part of this agreement:

- Exhibit "A": Hazard Mitigation Grant Program Project Administration Guidelines: Financial Assistance
- Exhibit "B": Certification Regarding Drug-Free Workplace Requirements
- Exhibit "C": Certification Regarding Lobbying
- Exhibit "D": Scope of Work
- Exhibit "E": HMGP Progress Payment Request Form
- Exhibit "F": Complaint Verification Form
- Exhibit "G": Federal Funding Accountability and Transparency Act Certification

2. Pursuant to Section 404 of the Act, funds are hereby awarded to the Subrecipient on a 75 percent federal cost share basis for the hazard mitigation project(s) described in Exhibit "G." with an additional 10 percent contributed by the state. The Subrecipient shall be responsible for the remaining 15 percent share of any costs incurred under Section 404 of the Act and this Agreement. Allowable costs will be governed by 2 CFR Part 200.
3. If the Subrecipient violates any of the conditions of disaster relief assistance under the Act, this Agreement, or applicable federal and state regulations; the State shall notify the Subrecipient that additional financial assistance for the project in which the violation occurred will be withheld until such violation has been corrected to the satisfaction of the State. In addition, the State may also withhold all or any portion of financial assistance which has been or is to be made available to the Subrecipient for other disaster relief projects under the Act, this or other agreements, and applicable federal and state regulations until adequate corrective action is taken.
4. The Subrecipient agrees that federal or state officials and auditors, or their duly authorized representatives may conduct required audits and examinations. The Subrecipient further agrees that they shall have access to any books, documents, papers and records of any recipients of federal disaster assistance and of any persons or entities which perform any activity which is reimbursed to any extent with federal or state disaster assistance funds distributed under the authority of the Act and this Agreement. Required documentation must be maintained for

a minimum of three years beyond the date of the final closeout request letter to FEMA. Minimum documentation shall include, but not be limited to the following:

- Summaries of Documentation,
 - Activity Reports for labor, equipment, and materials,
 - Proof of payment such as copies of checks or vouchers for material purchased and for contract work (if any),
 - Contracts awarded (if any),
 - Invoices or other billing documents,
 - Bid advertisements (if any),
 - List of bidders and amounts for each project (if any),
 - Statement of why the low bid was not accepted (if appropriate),
 - Progress Reports,
 - Labor/Equipment Costs.
5. The Subrecipient will establish and maintain an active program of nondiscrimination in disaster assistance as outlined in implementing regulations. This program will encompass all Subrecipient actions pursuant to this Agreement.
 6. The Subrecipient agrees that the mitigation planning project contained in this agreement will be completed by The City of Statesboro on or before August 27, 2030. Completion dates may be extended upon justification by the Subrecipient and approval by FEMA and the Governor's Authorized Representative.
 7. The written assurances provided by The City of Statesboro pertaining to FEMA's post award approval conditions apply to this Award Agreement and are incorporated by reference.
 8. The Subrecipient shall follow Uniform Administrative Requirements for awards found in 2 CFR Part 200 and FEMA HMA (Hazard Mitigation Assistance) program guidance to implement this award
 9. There shall be no changes to this Agreement unless mutually agreed upon, in writing, by both parties to the Agreement.

Governor's Authorized
Representative

Subrecipient's Authorized
Representative

Date

Date

EXHIBIT "A"
GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY
Hazard Mitigation Grant Program
Project Administration Guidelines: Financial Assistance
4830-0055

This fact sheet provides a synopsis of information contained in the Recipient-Subrecipient Agreement and other applicable documents. Its purpose is to provide general guidelines for efficient and timely Hazard Mitigation Grant Program project administration.

1. **Project Identification.** The Federal Emergency Management Agency (FEMA) has assigned project number HMGP-4830-0055 to this project. Please reference this number in all correspondence, as doing so will greatly assist us in processing any actions for this project.
2. **Documentation.** You must keep full documentation to get maximum payment for project related expenditures. Documentation will be required as part of the approved Hazard Mitigation Grant Program project file. Documentation consists of:
 - A. Recipient-Subrecipient Agreement.
 - B. Copies of checks, vouchers or ledger statements.
 - C. Contracts awarded.
 - D. Invoices or other billing documents.
 - E. Progress reports.
 - F. Record of advance or progress payments (where applicable).
3. **Funding.** Cost sharing has been established at 75% federal, 10% state, and 15% applicant.
4. **Debarred and Suspended Parties.** You must not make any award or permit any award (subaward or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".
5. **Procurement Standards.** You may use your own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal laws and standards. Below is a summary of key procurement standards that a subrecipient should incorporate as discussed in 2 CFR Sections 200.318 to 200.326.
 - A. **Conflict of Interest Policy**

The subrecipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts as required in 2 CFR Section 200.318.
 - B. **Procurement**
 1. Perform procurement transactions in a manner providing full and open competition

2. Contracts and Procurements must be of reasonable cost, generally must be competitively bid, and must comply with Federal, State, and local procurement standards. FEMA finds five methods of procurement acceptable:

- a. Micro-purchase procedures: an informal method for securing services or supplies that do not cost more than \$10,000. Micro-purchases may be awarded without soliciting competitive quotes if the subrecipient considers the price to be reasonable.
- b. Small purchase procedures: an informal method for securing services or supplies that do not cost more than \$250,000 by obtaining several price quotes from different sources
- c. Sealed bids: a formal method where bids are publicly advertised and solicited, and the contract is awarded to the responsive bidder whose proposal is the lowest in price
- d. Competitive proposals: a method similar to sealed bid procurement in which contracts are awarded on the basis of contractor qualifications instead of on price
- e. Non-competitive proposals: a method whereby a proposal is received from only one source, because the item is available only from a single source; there is an emergency requirement that will not permit delay;

C. Maintain sufficient records to detail the significant history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, and contractor selection or rejection.

D. Take affirmative steps to assure the use of small and minority firms, women's business enterprises, and labor surplus area firms when possible

E. Include specific provisions in subrecipients' contracts to allow changes, remedies, changed conditions, access and records retention, suspension of work and other clauses approved by the Office of Federal Procurement Policy.

6. Payments

A. Progress Payments

1) When progress payments are desired, you must submit a written request (on provided form at Exhibit "E") and provide supporting documentation, such as an invoice and copies of check.

- a. The first expenditure report is due by June 30, 2026, which is within 12 months of the FEMA award date. Subsequent expenditure reports are due annually or more frequently as needed.

- 2) The Mitigation Planning Specialist reviews the request and supporting documentation. The Hazard Mitigation Manager reviews and approves or denies the request.
 - 3) If the request is denied, the Hazard Mitigation Manager will inform you in writing that additional documentation is required to support the request.
 - 4) If the request is approved, the Hazard Mitigation Manager will authorize payment of the requested amount less final 10%, which will be withheld pending final project completion.
 - 5) Quarterly report submissions must be current in order to receive progress payments.
 - B. Advance Payments - Advance payments will be made on an exception basis only.
7. Subrecipient Performance - The scope of work (see Exhibit D) must be initiated within 90 days of this award notification.
- A. If documentation, inspections or other reviews reveal problems in performance of the scope of work, the Hazard Mitigation Manager will inform you in writing of the deficiencies.
 - B. In addition, the State may also withhold all or any portion of financial assistance which has been made available under this agreement until adequate corrective action is taken.
8. Award Expiration Date
- A. The award expiration date runs through August 27, 2030 and has been established based on project milestones established by the applicant in their grant application. The award expiration date is the time during which the Subrecipient is expected to complete the scope of work. You may not expend FEMA or state funds beyond this date. All costs must be submitted for reimbursement within 60 days of the plan approval by FEMA, or within 60 days of the grant expiration date, whichever comes first.
 - B. Requests for time extensions to the Award Expiration Date will be considered but will not be granted automatically. A written request must be submitted to the Hazard Mitigation Manager with an explanation of the reason or reasons for the delay. Without justification, extension requests will not be processed. Extensions will not be granted if the sub-recipient has any overdue quarterly progress reports. If an extension is requested, it must be received 90 days prior to the award expiration date. When fully justified, the Hazard Mitigation Manager may extend the award expiration date.

9. Project Termination

- A. The Recipient, Subrecipient, or FEMA may terminate award agreements upon giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail.
- B. The Subrecipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred prior to the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the award will commence and be processed as prescribed under final inspection procedures described in this Recipient-Subrecipient Agreement.

10. Equipment/Supplies

- A. The Subrecipient must comply with the regulations listed in 2 CFR 200.313 Equipment and 2 CFR 200.314 Supplies, and must be in compliance with state laws and procedures.

12. Award Modifications

- A. Any award modifications, including deviation from the approved scope of work or budget, must be submitted in writing for approval prior to implementation. Unless otherwise noted within this agreement, all award modification requests will be considered on a case by case basis. Award Modifications include:
 - 1) Any revision which would result in the need for additional funding.
 - 2) Transfers between budget categories.
- B. The subrecipient shall follow prior approval requirements for budget revisions found in 2 CFR 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.
- C. The following award modification requests will not be considered:
 - 1) Any modification request received after FEMA plan approval.
 - 2) Requests for additional funding due to labor when a contractor is used for plan work.

13. Appeals - You may submit an appeal on any item related to award assistance. Appeals must be submitted to the Hazard Mitigation Manager within 90 days of the action which is being appealed.

14. Progress Reports

- A. Quarterly progress reports are required. The report will be supplied to you by GEMA/HS on a quarterly basis for your completion.
- B. The initial progress report will cover the period through June 30, 2026. It must be submitted no later than July 15, 2026.
- C. Subsequent reports must be filed by you within fifteen days after the end of each calendar quarter (March 31, June 30, September 30, and December 31).

15. Interim Inspections

Interim inspections may be conducted by GEMA/HS staff and/or FEMA staff.

16. Project Closeout

- A. When all work has been completed, you must notify your Mitigation Planning Specialist in writing to request project closeout.
- B. A desk review will be conducted by your Mitigation Planning Specialist.

Audits

- A. If you receive \$750,000 or more in federal assistance from all federal sources, not just this award, during your fiscal year, you are responsible for having an audit conducted as prescribed by the Single Audit Act and sending a copy to the Georgia Department of Audits and Accounts. Mail reports to:

Department of Audits and Accounts
Non-Profit and Local Government Audits
270 Washington Street, SW, Room 1-156
Atlanta, Georgia 30334-8400

If you need additional information or assistance, contact the Hazard Mitigation Division at (404) 635-7522 or 1-800-TRY-GEMA.

EXHIBIT "B"

Certification Regarding Drug Free Workplace Requirements

This certification is required by the regulations implementing Executive Order 12549, This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 2 CFR Part 3001. The regulations require certification by Subrecipients, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to grant the award. False certification or violation of the certification shall be grounds for suspension of payments,

A. The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Recipient and Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about--

- (1) The dangers of drug abuse in the workplace;
- (2) The Recipient's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position and title, to every award officer or other designee on whose award activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, 29 U.S.C. § 701 et seq.; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

EXHIBIT "C"

CERTIFICATION REGARDING LOBBYING Certification For Contracts, Awards, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal award, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, award, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, award, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub awards, and contracts under awards, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Subrecipient Authorized Representative

Date

EXHIBIT “D”

PROJECT SCOPE

Shown below is the funding level and scope of work for the Hazard Mitigation Program project for The City of Statesboro. Any changes to this spreadsheet must receive prior approval from GEMA/HS and will be maintained by GEMA/HS and shall supersede all previous versions.

Projected Budget				
Budget Item	Total Cost	FEMA Share	State Share	Local Share
Data Collection	\$ 120,000.00	\$ 90,000.00	\$ 12,000.00	\$ 18,000.00
GIS and Modeling	\$ 250,000.00	\$ 187,500.00	\$ 25,000.00	\$ 37,500.00
Risk Analysis	\$ 100,000.00	\$ 75,000.00	\$ 10,000.00	\$ 15,000.00
Mitigation Design	\$ 200,000.00	\$ 150,000.00	\$ 20,000.00	\$ 30,000.00
Public Engagement and Reporting	\$ 80,000.00	\$ 60,000.00	\$ 8,000.00	\$ 12,000.00
Project Management	\$ 150,000.00	\$ 112,500.00	\$ 15,000.00	\$ 22,500.00
Subtotal	\$ 900,000.00	\$ 675,000.00	\$ 90,000.00	\$ 135,000.00
Contingency (Maximum 5% of subtotal)	\$ 45,000.00	\$ 33,750.00	\$ 4,500.00	\$ 6,750.00
Total	\$ 945,000.00	\$ 708,750.00	\$ 94,500.00	\$ 141,750.00

Federal Share**	State Share	Local Share**
75%	10%	15%

Subrecipient Management Cost
\$47,250.00

**Cost shares are calculated on a percentage basis. Actual cost share dollar amounts will fluctuate based on final overall project costs.

Conditions:

The City of Statesboro, in coordination with Bulloch County and key regional partners, will complete the Little Lotts Creek Watershed and Flood Study through a structured, phased planning approach led by a qualified engineering and planning consultant. The complete draft plan documents must be submitted for review and approval prior to the end of the period of performance of the grant, and FEMA approval must be obtained prior to the grant closeout. The City of Statesboro will follow and adhere to all sections of the Scope of work (See Below), and Milestones listed in the associated grant application.

If Subrecipient Management Costs were awarded by FEMA, these are available to cover grant administration costs, including completion of this agreement and submission of quarterly reports and reimbursement requests. The allowed costs are up to 5% of the budgeted project costs, or the final actual project costs, whichever amount is less.

The subrecipient must provide documentation for reimbursement of management costs that were acquired during the project.

The subrecipient management costs are not part of the total funding of the project and are not subjected to the local match portion. These funds are separate and federally funded by FEMA.

Expenditure of subrecipient management costs must adhere to FEMA Policy #104-11-1 Hazard Mitigation Grant Program Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any:

- Indirect costs
- Direct administrative costs, and
- Other administrative expenses associated with a specific project

Administrative costs are expenses incurred by a recipient or a subrecipient in managing and administering the federal award to ensure that federal, state, or tribal requirements are met including:

- solicitation, development, review, and processing of sub-applications
- delivery of technical assistance
- quarterly progress and fiscal reporting
- project monitoring
- technical monitoring
- compliance activities associated with federal procurement requirements
- documentation of quality of work verification for quarterly reports and closeout
- payment of claims
- closeout review and liquidation
- records retention

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

The Interim Policy requires management costs to be obligated in increments sufficient to cover recipient and subrecipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. The table below explains how obligations will be handled by the size of the total subaward (federal share and required non-federal share).

Total Award Amount	Obligation Timeframe
Subrecipient Management Costs for Subaward	
Over \$1 million (Management costs equal to or more than \$50,000)	<p>Subrecipient subawards over \$1 million (or management costs equal to or more than \$50,000) will follow FEMA’s Strategic Funds Management (SFM) process. The SFM process may or may not be on an annual obligation cycle and will follow the SFM process described in the FEMA Hazard Mitigation Assistance Guidance (2015).</p> <p>FEMA and the non-federal entities will review the budget and work schedule to ensure that the project supports incremental obligation. FEMA will execute obligations in increments, based on the project meeting an established project milestone schedule, until the project is completed.</p>
\$500,000 - \$1,000,000 (Management costs between \$25,000 and \$50,000)	<p>Subrecipient subawards between \$500,000 - \$1 million (or management costs between \$25,000 - \$50,000) will be obligated by FEMA in increments sufficient to cover recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding.</p> <p>Amount of increments determined based on applicant’s management costs budget and schedule.</p>
Under \$500,000 (Management costs under \$25,000)	<p>Subrecipient subawards under \$500,000 (or management costs under \$25,000) can be fully obligated by FEMA at time of award.</p>

FEMA will reimburse management costs based upon actual costs, with 100 percent federal funding up to 5 percent of the HMGP total award amount for Subrecipients. Regardless of when subawards are obligated, if the total amount of the grant award is adjusted for any reason, FEMA will de-obligate management costs that exceed the 5 percent cap for subrecipients based on updated calculations. The Recipient will reconcile subrecipient management costs against actual costs of the total award on a quarterly basis.

Scope of Work

The City of Statesboro plans to hire a consultant to perform the scope of work. This scope will consist of the following

Project Management - Consultant will provide project administration of meetings, agenda preparation, budget preparation and invoicing

2. *Data Collection-*
3. *Wetland Assessment*
4. *GPS Field Survey*
5. *Public Outreach and Stakeholder Input*
6. *Hydrologic and Hydraulic Modeling*
7. *Model Calibration*
8. *Budget Report*
9. *Watershed Stormwater Plan document*

B. Scope of Work

1. Executive Summary and Background

This proposal outlines a comprehensive watershed and flood study of **Little Lotts Creek**, a critical waterway whose headwaters start in the **City of Statesboro** and extend through **Bulloch County** and to the Canoochee River, with a history of dam breaches and flood impacts. Despite commendable progress by the County in improving storm resilience, a watershed-wide strategy is urgently needed. This study will address major flood risks, identify impacts of land use changes, and propose targeted mitigation strategies.

The estimated cost of the study is **\$1 million**, covering data collection, hydrologic/hydraulic modeling, and the design of mitigation solutions. The study will focus on areas within the City and approximately 1 mile downstream and outside the City Limits. The plan will identify possible locations and solutions to mitigate flooding.

2. Goals and Objectives

- **Evaluate** current watershed hydrology and hydraulic conditions
- **Identify** key flood-prone areas and causes of recurring events
- **Analyze** the impact of previous dam failures and soft-side breaches
- **Model** land use changes and future development scenarios
- **Design** targeted, cost-effective flood mitigation solutions
- **Support** regional planning and infrastructure protection

3. Project Scope

Phase 1: Data Collection

- Historical rainfall and streamflow records
- Land use/land cover, topography (LiDAR), soil data
- FEMA floodplain maps and dam failure records

Phase 2: Hydrologic and Hydraulic Modeling

- HEC-HMS and HEC-RAS modeling of current and future conditions

- Dam breach simulations to assess impacts

Phase 3: Risk and Impact Assessment

- Flood inundation mapping (10, 25, 50, 100-year events)
- Identification of at-risk neighborhoods and infrastructure
- Assessment of downstream impacts from prior dam breaches

Phase 4: Mitigation Strategy Development

- Engineering solutions: detention/retention, spillway upgrades
- Natural solutions: streambank restoration, green infrastructure
- Prioritization matrix based on risk, cost, and feasibility

Phase 5: Final Reporting and Presentation

- Comprehensive report with maps, findings, and recommended solutions
- Presentation to County leadership and community stakeholders

EXHIBIT "F"
COMPLAINT VERIFICATION FORM

INSERT CURRENT
COMPLAINT VERIFICATION FORM



THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

**Language Access Plan
2022**

Purpose

The intent of this Language Access Plan (the Plan) is to ensure the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) is prepared to address its responsibilities as a recipient of Federal Financial Assistance as they relate to the needs of individuals with limited English language skills. The Plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 200d, *et seq.*, and Executive Order 13166, to follow when providing services to, or interacting with, individuals who have limited English proficiency (LEP). Following these guidelines is essential to the success of our mission to protect life and property against man-made and natural disasters by directing the State's efforts in the areas of prevention, preparedness, mitigation, response, and recovery.

GEMA/HS is a recipient of federal funds for a portion of its programs and, thus, obligated to reduce language barriers that can preclude Meaningful Access by LEP persons to GEMA/HS programs and GEMA/HS' Subrecipients' programs. GEMA/HS has prepared this Language Access Plan, which defines the actions to be taken to ensure Meaningful Access to Agency services, programs, and activities on the part of persons who have LEP.

Authority

Title VI of the Civil Rights Act of 1964

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, provides that no person shall "on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial Assistance."

Section 602 authorizes and directs federal agencies that are empowered to extend Federal Financial Assistance to any program or activity "to effectuate the provisions of [section 601] * * * by issuing rules, regulations, or orders of general applicability." 42 U.S.C. 2000d-1.

Executive Order 13166

Executive Order 13166, entitled "Improving Access to Services for Persons with Limited English Proficiency," authorizes the implementation of regulations afforded by Title VI of the Civil Rights Act of 1964. Executive Order 13166 ensures LEP persons have Meaningful Access to federally conducted and funded programs and activities. This protection requires that LEP persons be provided an equal opportunity to benefit from services that are normally provided in English. Executive Order 13166 requires that federal agencies create plans for ensuring that their own activities also provide Meaningful Access for persons who are LEP.

Definitions

Beneficiary: The ultimate consumer of federally funded programs who receives benefits from a federally funded recipient.

Bilingual: A person competent in two languages in equal aptitude in either oral or written form is considered bilingual.

Customer: Any individual or organization communicating with a GEMA/HS program.

GEMA/HS LAP Coordinator: GEMA/HS employees that collectively work together as the LAP Coordinator.

Federal Financial Assistance: Grants, loans, and advances of federal funds, the grant or donation of federal property and interests in property, or any other assistance as specified in 24 CFR Part I § 1.2(e).

Focus Languages: Languages, specifically Chinese, Korean, Spanish, and Vietnamese, identified through the Four-Factor Analysis as having a sufficient level of prevalence amongst LEP individuals in Georgia to warrant statewide efforts for written translations of vital documents.

Interpretation: The act of listening to a communication in one language (source language) and orally converting it to another language (target language) while retaining the same meaning.

Language Access Plan (LAP): A written implementation plan that addresses identified needs of the LEP persons served.

Language Assistance Services: Oral and written language services needed to assist LEP individuals to communicate effectively with staff, and to provide LEP individuals with Meaningful Access to, and an equal opportunity to participate fully in, the services, activities, or other programs administered by GEMA/HS.

Limited English Proficient (LEP) Individuals: Individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English because of their national origin. For purposes of Title VI and the LEP Guidance, persons may be entitled to language assistance with respect to a particular service, benefit, or encounter. (HUD LEP Guidance). LEP individuals may be competent in English for certain types of communication (e.g., speaking or understanding), but still demonstrate LEP for other purposes (e.g., reading or writing).

Meaningful Access: LEP individuals' accurate, timely, and effective participation in, or benefit from, federally funded programs that is meaningfully equivalent to that of non-LEP individuals, at no cost to the LEP individual.

Multilingual staff or employee: A staff person or employee who has demonstrated fluency in English and reading, writing, speaking, or understanding at least one other language as authorized by his or her Division.

Primary Language: An individual's primary language is the language in which an individual most effectively communicates.

Recipient: Qualified applicants in compliance with 24 CFR §1.2(f) who are awarded Federal Financial Assistance. The Voluntary Compliance Agreement defines Recipient as "the meaning specified at 24 CFR §1.2(0)." 24 CFR §1.2(f) defines Recipient as "any State, political subdivision of any State, or instrumentality of any State or political subdivision, any public or private agency, institution, organization, or other entity, or any individual, in any State, to whom Federal Financial Assistance is extended, directly or through another recipient, for any program or activity, or who otherwise participates in carrying out such program or activity (such as a redeveloper in the Urban Renewal Program), including any successor, assign, or transferee thereof, but such term does not include any ultimate beneficiary under any such program or activity."

Subrecipient: Any public or private agency, institution, organization, or other entity to whom Federal Financial Assistance is extended, through GEMA/HS for any program or activity, or who otherwise participates in carrying out such program or activity, but such term does not include any Beneficiary under any such program.

Translation: The replacement of written text from one language (source language) into an equivalent written text in another language (target language).

Policy

GEMA/HS complies with all federal statutes and regulations in the administration of federally funded programs. Through the Plan, GEMA/HS will take timely and reasonable steps to provide LEP persons with Meaningful Access to programs and activities conducted by GEMA/HS and its Subrecipients. Access to GEMA/HS programs and services should not be impeded as a result of an individual's inability to speak, read, write, or understand English. GEMA/HS will review and update its LEP Four-Factor Analysis at least every five years.

The Plan requires communication of information contained in vital documents involving emergency services to all people in the state of Georgia. All interpreters, translators, and other aids needed to comply with the Plan shall be provided without cost to the person being served and will be informed of the availability of such assistance free of charge. Language assistance will be provided through the use of competent bilingual interpreters, contracts, or formal arrangements with local organizations providing interpretation or translation services, or technology and telephonic interpretation services. All GEMA/HS employees will be provided notice of the Plan, and GEMA/HS employees that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

GEMA/HS will train staff, contractors, and Subrecipient administrators (program administrators who are expected to conduct a Four-Factor Analysis and other efforts described within this LAP), and local government officials on procedures to implement and continuously monitor and evaluate the implementation of LAPs in the state of Georgia.

Pursuant to the requirements of Title VI, Subrecipients of federal funds received through an administration grant/award made by GEMA/HS are also required to make reasonable efforts to provide timely, Meaningful Access for LEP persons to programs and activities. In order to do so, Subrecipients should first conduct an assessment to determine the need for language assistance within their service area. This is accomplished by conducting the Four-Factor Analysis, which is described in the Plan. After completion of the Four-Factor Analysis, the Subrecipients will understand the languages spoken by LEP persons in their service area and can determine how to provide needed language assistance.

Based upon the findings of the Four-Factor Analysis, and when deemed necessary, the Sub-Recipients should prepare a Language Access Plan addressing the Subrecipient's plan for ensuring Meaningful Access to programs and activities for LEP persons. A Subrecipient may conclude that different language assistance measures are sufficient for the different types of programs or activities in which it engages. For instance, a Subrecipient may determine that certain activities are more important and/or have greater impact on or contact with LEP persons, and thus such programs or activities require enhanced language assistance.

Subrecipients are also required to select an individual responsible for coordination of LEP compliance, train staff involved in programs and activities on LEP requirements, keep records of assistance provided and actions taken, and update the Four-Factor Analysis and LAP, as needed. GEMA/HS will monitor all Subrecipients to ensure LEP individuals receive Meaningful Access to GEMA/HS federally funded programs.

Four Factor Analysis

In developing the Plan, GEMA/HS used the Four Factor LEP analysis, which considers the following:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by GEMA/HS programs, activities, or services in the state of Georgia;
2. The frequency with which LEP individuals come in contact with GEMA/HS programs, activities or services;
3. The nature and importance of the program, activity or service provided to the LEP population; and
4. The resources available to GEMA/HS and the overall cost to provide assistance.

Factor 1: Number or proportion of LEP persons eligible to be served or likely to be encountered by GEMA/HS programs, activities, or services.

GEMA/HS used the U.S. Census Bureau’s American Community Survey (ACS), 2020: ACS 5-Year Estimates Data Profile of Georgia to determine the number of LEP persons throughout the State. Based on the data provided, GEMA/HS considers individuals who speak English less than “very well” as LEP persons. According to the ACS data, the state of Georgia has a total population of 9,864,494 persons five years old and older. Of the 9,864,494 persons, the ACS estimates that 536,491 persons or 5.44 percent of the State’s population are LEP.

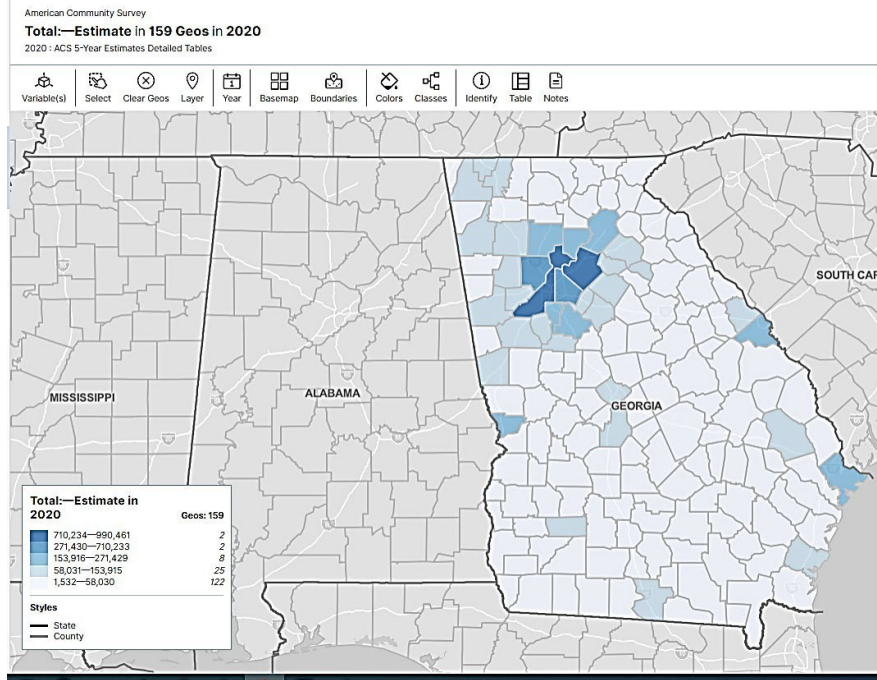
MOST COMMON LANGUAGES SPOKEN AT HOME

	Total Number of speakers	Number who speak English less than “very well”	Percent of total population who speak English less than “very well”
Total population 5 years and over	9,864,494	536,491	5.44%
Spanish	781,103	332,566	3.37%
Korean	47,879	24,252	0.25%
Vietnamese	52,832	32,588	0.33%
Chinese (incl. Mandarin, Cantonese)	51,251	25,814	0.26%
Arabic	20,010	6,025	0.06%
French, Haitian, or Cajun	53,999	11,186	0.11%
German or other West Germanic languages	27,898	3,488	.04%
Russian, Polish, or other Slavic languages	28,301	9,171	

Source: U.S. Census Bureau, 2020 American Community Survey (Table C16001 5 year estimate)

2020 ACS 5-Year Estimates Detailed Tables for 159 Counties in Georgia

Languages Spoken at Home for the Population 5 Years and Over



Source: [U.S. Census Bureau, 2020 American Community Survey \(Table C16001 5 year estimate\)](#)

COUNTIES WITH HIGHEST CONCENTRATION OF LEP PERSONS

	Total population (>age 5)	LEP population (number)	LEP population (percent)
Georgia	9,864,494	536,491	5.44%
Fulton County	990,461	49,465	5.00%
Gwinnett County	865,453	133,239	15.40%
DeKalb County	702,759	58,543	8.33%
Cobb County	710,233	49,527	6.97%
Muscogee County	181,372	4,258	2.35%
Chatham County	271,429	9,517	3.50%
Hall County	188,380	24,750	13.14%
Cherokee County	238,875	11,768	4.93%
Henry County	216,771	8,038	3.71%
Clayton County	265,889	24,413	9.18%
Richmond County	188,446	3,767	2.00%
Bartow County	99,540	3,219	3.23%
Forsyth County	222,422	13,626	6.13%
Floyd County	91,953	4,632	5.04%
Paulding County	153,915	2,823	1.83%

Coweta County	137,185	4,339	3.16%
Douglas County	136,211	6,480	4.76%
Troup County	65,591	1,186	1.81%
Rockdale County	84,942	4,714	5.55%
Walton County	87,651	1,694	1.93%
Jackson County	65,919	2,223	3.37%
Barrow County	75,774	4,407	5.82%
Clarke County	120,443	5,949	4.94%
Fayette County	108,463	3,994	3.68%
Spalding County	61,990	851	1.37%
Newton County	102,864	2,202	2.14%
Carroll County	111,220	3,567	3.21%
Lowndes County	108,509	2,127	1.96%
Dougherty County	82,900	1,076	1.30%
Glynn County	80,176	2,437	3.04%
Bulloch County	73,268	1,306	1.78%
Walker County	65,478	403	0.62%
Whitfield County	97,331	13,367	13.73%
Catoosa County	63,441	939	1.48%
Columbia County	144,458	4,931	3.41%
Bibb County	142,913	2,909	2.03%
Houston County	145,032	4,365	3.01%

Factor 2: Frequency with which LEP individuals come in contact with programs, activities, or services.

GEMA/HS is the lead agency when disasters strike, meaning that GEMA/HS employees are at the front line of responding to emergencies and coordinating preparedness and recovery efforts. GEMA/HS directs the recovery efforts by the State and helps connect locals to the nonprofit organizations that want to offer assistance. Many of these organizations provide emergency housing and shelter, access to transportation, food Camden, childcare services, and public health programs, as well as long-term housing and support. Therefore, as the leaders of recovery efforts, our Agency is responsible for properly understanding the needs of the community and making sure the necessary resources are being deployed. To accomplish this function, GEMA/HS employees must have resources available to communicate with the population in need by having interpreter services readily available. Therefore, any information GEMA/HS posts regarding Federal Financial Assistance must be disseminated and accessible to diverse racial, ethnic, and LEP populations.

GEMA/HS encourages all Subrecipients, organizations, and community leaders to regularly engage with the communities they serve, especially those that are LEP. GEMA/HS' goal is to foster relationships with community-based organizations and local service offices, like legal aid,

which have a more established relationship with underserved communities, like LEP persons, to disseminate resources and information.

GEMA/HS anticipates increased contact with LEP persons as natural disasters become more prevalent, emergency situations more frequently arise, and the minority populations within the state of Georgia continues to grow. Given this likely outcome, GEMA/HS must make all necessary preparations to develop products that non-English speakers can read and understand.

Factor 3: The nature and importance of the program, activity or service provided to the LEP population.

In general, after a disaster the affected constituency relies heavily on GEMA/HS to lead them to resources, programs, and benefits. GEMA/HS must ensure LEP persons have equitable contact with these resources, programs, and benefits. Therefore, during post-disaster recovery GEMA/HS will work with the hired consultant to encourage affected counties to identify language services during the planning process so that LEP persons in concentrated areas of a county are not experiencing denial or delay of access to services.

Factor 4: The resources available to GEMA/HS and the overall cost to provide assistance.

GEMA/HS will take all reasonable steps to ensure Meaningful Access to LEP persons when preparing and planning for disaster events and after such events occur. Reasonable steps include working with local LEP community organizations, key stakeholders, and other government agencies to assist with language assistance. GEMA/HS will also leverage existing relationships with community organizations, including faith-based service groups, community associations, and service nonprofits in GA Voluntary Organizations Active in Disaster.

GEMA/HS will maintain LEP maps so that the Agency is consistently updating language materials that reflect the most prevalent languages spoken in areas affected by disasters. The Agency intends to research ethnic centers and venues diverse communities visit so that recovery and benefit information reaches LEP populations. GMA/HS will utilize its public platforms to post guidance and public service announcements in non-English languages.

Before, during, and after a disaster, GEMA/HS will coordinate with non-English media—in TV, print, and radio, as well as through online platforms and social media—to assist with sharing information to LEP populations.

Complaint Procedures

An employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS Subrecipient may submit an LEP complaint concerning the implementation or administration of any GEMA/HS program, activity, or service. Any such individual has the right, and is encouraged, to file a written complaint with the Federal Emergency Management Agency’s (FEMA) Office of Equal Rights (OER), the DHS’s Office for Civil Rights and Civil Liberties (CRCL), or GEMA/HS.

1. If the complaint involves FEMA programs and activities, and programs and activities conducted by FEMA grant recipients, the complaint may be sent directly to FEMA OER by calling FEMA at 202-212-3535 and press 1 for Civil Rights, sending an email to FEMACivilRightsOffice@fema.dhs.gov, or by sending a written explanation to the FEMA OER.

The written explanation should be sent to:

FEMA's Office of Equal Rights
Civil Rights Section
500 C Street, SW
Room 4SW-0915
Washington, D.C. 20472

2. LEP complaints can also be sent to the DHS's Office for CRCL. There are three submission methods available. One method for submitting the complaint is via email: CRCLCompliance@hq.dhs.gov. A second available method is fax: 202-401-4708. The complaint may also be sent via mail to the following address:

U.S. Department of Homeland Security
Office for Civil Rights and Civil Liberties
Compliance Branch
245 Murray Lane, SW
Building 410, Mail Stop #0190
Washington, D.C. 20528

3. Additionally, LEP complaints can be sent directly to GEMA/HS. A complaint form can be downloaded from GEMA/HS' website and submitted by email to: language.access.coordinator@gema.ga.gov.

The completed form may also be sent to:

The Georgia Emergency Management and Homeland Security Agency
Language Access Coordinator
935 United Avenue SE
Atlanta, Georgia 30316

Language Assistance and Interpretation Services

GEMA/HS will improve its ability to identify LEP persons needing language assistance by:

1. Posting notice of the Plan and the availability of interpretation or translation services free of charge in languages LEP persons would understand at initial points of contact. GEMA/HS will display the language identification "I SPEAK" cards in all GEMA/HS offices and when traveling to any county or city when responding to an emergency or disaster.

2. All GEMA/HS field coordinators and front-facing staff will also be provided with “I Speak” cards to assist in identifying the language interpretation needed if the occasion arises.
3. All city staff will be informally surveyed periodically on their experience and frequency concerning any contacts with LEP persons during the previous year.

GEMA/HS will provide an opportunity for LEP persons to request an interpreter. Qualified foreign language interpreters will be provided by GEMA/HS, as needed. Whether or not an interpreter is used, there will always be information sheets available at headquarters, incident command centers, and at any point of contact GEMA/HS has with the community. These information sheets should always include questions and answers concerning the need for an interpreter. GEMA/HS will maintain a list of qualified interpreters or companies it contracts with to provide such interpreters. A qualified interpreter, which may include GEMA/HS personnel, means an interpreter who can interpret effectively, accurately, and impartially, using any specialized vocabulary.

Training

1. GEMA/HS will provide periodic training for all employees regarding:
 - a. Implementing the Plan’s procedures;
 - b. Understanding the requirements of Title VI of the Civil Rights Act, Executive Order 13166, and updates to federal guidance on LEP;
 - c. Locating and contacting language assistance services for GEMA/HS programs and Subrecipients’ programs, as needed;
 - d. Using “I Speak” cards and training Subrecipients to use them;
 - e. Preparing and testing communication strategies to ensure evacuation announcements and critical communications reach LEP populations;
 - f. Recording and responding to LEP complaints; and
 - g. Researching and updating population information so that GEMA/HS can best serve the current Georgia population.
2. GEMA/HS will facilitate LEP training for Subrecipients. Such training may be arranged:
 - a. In conjunction with grant management training;

- b. Online through the GEMA/HS website;
- c. At the request of the Subrecipient; or
- d. As a result of a grant program review.

Notification

GEMA/HS will post the Plan on the GEMA/HS website to notify all interested parties of the appropriate procedures for addressing complaints of discrimination concerning the implementation or administration of any program, activity, or service receiving Federal Financial Assistance from FEMA or DHS.

Complaint Procedures

GEMA/HS Procedures for Processing Complaint

1. A group of GEMA/HS employees will collectively act as the Language Access Coordinator for processing complaints made by individuals who believe they have been denied the benefits associated with this Plan.
2. If an employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS Subrecipient contacts a GEMA/HS employee and wishes to file a complaint against GEMA/HS or a GEMA/HS Subrecipient concerning the implementation or administration of GEMA/HS any program, activity, or service involving the benefits of the Plan, the GEMA/HS employee shall instruct the complainant to file the complaint in writing, in accordance with the procedures above.
3. Any GEMA/HS employee receiving such a complaint submitted directly to GEMA/HS, and any GEMA/HS employee wishing to submit such a complaint directly to GEMA/HS, shall route it to the Language Access Coordinator. If the complaint is against an employee of GEMA/HS, the complaint shall be forwarded to the Language Access Coordinator.
4. For any complaint received by the Language Access Coordinator that is submitted directly to GEMA/HS, the Language Access Coordinator shall provide written acknowledgment of the complaint to the complainant.
5. The Language Access Coordinator shall refer the complaint to the appropriate entity, which may include the Georgia Office of the Attorney General, the OER, or the CRCL. If the Georgia Office of the Attorney General either is the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the OER or CRCL, as appropriate.

6. Notwithstanding paragraph 5, for any LEP complaint concerning the implementation or administration of any program, activity, or service receiving Federal Financial Assistance from FEMA or DHS, GEMA/HS shall notify the OER or CRCL, as appropriate, in writing of the following:
 - a. Name of complainant;
 - b. Entity named in the complaint;
 - c. Description of the LEP complaint;
 - d. Steps being undertaken to investigate and resolve complaint; and
 - e. Interpretation resources to address the information or benefits the LEP person needed but did not receive.

In addition, GEMA/HS shall notify the complainant that they may file a complaint directly with the OER or CRCL, as appropriate, at the following address or using one of the electronic submission methods described above:

FEMA's Office of Equal Rights
Civil Rights Section
500 C Street, SW
Room 4SW-0915
Washington, D.C. 20472

U.S. Department of Homeland Security
Office for Civil Rights and Civil Liberties
Compliance Branch
245 Murray Lane, SW
Building 410, Mail Stop #0190
Washington, D.C. 20528

Monitoring Language Needs and Implementation

GEMA/HS will continuously monitor and track changes in LEP populations, including what regions might require new language training services and what non-English languages are increasing throughout the population of Georgia. As part of a grant program review, GEMA/HS staff will review the Subrecipients' procedures for adequately providing language assistance to LEP persons. If the procedures do not exist, or are found to need improvement, GEMA/HS staff will send those findings to Subrecipient. At a minimum, the Subrecipient's response procedures should include:

- a. Acknowledge complaint receipt to complainant in writing;
- b. Indicate which external agency the complaint is forwarded to for investigation;
- c. Comply with the appropriate timeframe by which to forward complaint;
- d. Notify GEMA/HS of complaint; and

- e. Notify complainant that a complaint of discrimination may be filed directly with the OER, CRCL, or GEMA/HS, and where to locate those procedures.

Additional Resources:

- **Georgia Department of Human Services (DHS)**
Contact the Limited English Proficiency / Sensory Impairment (LEP/SI) Program
Fax: (404) 657-1123
lepsi@dhs.ga.gov
2 Peachtree Street N.W.
Suite 29-103
Atlanta, GA 30303

- **Georgia Department of Community Affairs**
Attn: Christy Barnes, DCA LAP Coordinator
DCA 504 Coordinator
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231
fairhousing@dca.ga.gov
404-679-5291
https://www.dca.ga.gov/sites/default/files/dca_lap.pdf

- **iSpeak ATL**
<https://www.welcomingatlanta.com/ispeakatl/>
Mayor's Office of Immigrant Affairs
Suite 2400
55 Trinity Ave SE
Atlanta GA 303016
Email: ispeakATL@atlantaga.gov

- Interpreters Unlimited (In person only – 800-726-9891)
- Language Line Services (Telephonic or recording – 800-752-6096)
- LATN, Inc. (In-person or telephonic – 800-943-5286)
- Peach State Health Plan Interpreter & Translation Services
- Contractor Listing for Translation and Interpretation Services
- Contractor Listing for Linguistic Training and Education Services
- American Association of Language Specialists
- American Translators Association
- Federal LEP Website

Appendix 1: I Speak Card

I Speak...

Language Identification Guide

A

Amharic
አኔ አማራጅ ነው ምናልባት.

Arabic
أنا أتحدث اللغة العربية

Armenian
Ես խոսում եմ հայերեն

B

Bengali
আমি বাংলা কথা বলতে পারি

Bosnian
Ja govorim bosanski

Bulgarian
Аз говоря български

Burmese
ကျွန်တော်/ကျွန်မ မြန်မာလို ဗဟိုတတ်ပါသည်။

C

Cambodian
ខ្ញុំនិយាយភាសាខ្មែរ

Cantonese
我講廣東話 (Traditional)
我讲广东话 (Simplified)

Catalan
Parlo català

Croatian
Govorim hrvatski

Czech
Mluvim česky

D

Danish
Jeg taler dansk

Dari
من دری حرف می زنم

Dutch
Ik spreek het Nederlands

E

Estonian
Ma räägin eesti keelt

F

Finnish
Puhun suomea

French
Je parle français

G

German
Ich spreche Deutsch

Greek
Μιλώ τα ελληνικά

Gujarati
હું ગુજરાતી બોલું છું

H

Haitian Creole
M pale kreyòl ayisyen

Hebrew
אני מדבר עברית

Hindi
मैं हिंदी बोलता हूँ।

Hmong
Kuv has lug Moob

Hungarian
Beszélék magyarul

I

Icelandic
Ég tala íslensku

Ilocano
Agsanak ti Ilokano

Indonesian
saya bisa berbahasa Indonesia

Italian
Parlo italiano

J

Japanese
私は日本語を話す

K

Kacchiquel
Quin ch'ag'üic ká ch'ábal' ruin' rí

Korean
한국어 합니다

Kurdish
man Kurdiî zaanim

Kurmanji
man Kurmanjî zaanim

L

Laotian
ຂ້ອຍປາກົດພາສາລາວ

Latvian
Es runāju latviski

Lithuanian
Aš kalbu lietuviškai

Q

Qanjobal
Ayin ti chí wal q' anjob' al

Quiche
In kinch'aw k'uin ch'e quiche

R

Romanian
Vorbesc românește

Russian
Я говорю по-русски

S

Serbian
Ja govorim српски

Sign Language


Slovak
Hovorím po slovensky

Slovenian
Govorim slovensko

Somali
Waxaan ku hadlaa af-Soomaali

Spanish
Yo hablo español

Swahili
Ninaongea Kiswahili

Swedish
Jag talar svenska

T

Tagalog
Mamunong akong mag-Tagalog

Tamil
நான் தமிழ் பேசுவேன்

Thai
พูดภาษาไทย

Turkish
Türkçe konuşurum

U

Ukrainian
Я розмовляю українською мовою

Urdu
میں اردو بولتا ہوں

V

Vietnamese
Tôi nói tiếng Việt

W

Welsh
Dwi'n siarad

X

Xhosa
Ndithetha isiXhosa

Y

Yiddish
איך רעד יידיש

Yoruba
Mo nso Yooba

Z

Zulu
Ngiyasikhuluma isiZulu

Executive Order 13166 requires DHS to take reasonable steps to provide meaningful access to its programs and activities for persons with limited English proficiency and - as also required by Title VI of the Civil Rights Act of 1964 - to ensure that recipients of federal financial assistance do the same.

I Speak is provided by the Department of Homeland Security Office for Civil Rights and Civil Liberties (CRCL). Other resources at www.lep.gov

Contact the DHS Office for Civil Rights and Civil Liberties' CRCL Institute at CRCLTraining@dhs.gov for digital copies of this poster or a "I Speak" booklet.

Download copies of the DFIS LEP plan and guidance to recipients of financial assistance at www.dhs.gov/crcl





Georgia Emergency Management and Homeland Security Agency

LIMITED ENGLISH PROFICIENCY COMPLAINT FORM

The purpose of this document is to help you file a Limited English Proficiency (LEP) complaint concerning the implementation or administration of any program, activity, or service receiving federal financial assistance, whether within the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or a sub-recipient. This document is not intended to be used for complaints about employment with GEMA/HS. You are not required to use this document to file a complaint; a letter with the same information is sufficient. However, if you file a complaint by letter, you should include the same information that is requested herein.

1. Information about the person who is filing the LEP complaint:

Name: _____
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

Email (Optional): _____

2. Information about the person(s) who failed to properly provide information to the LEP person:

Name: _____
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

3. Information about the agency or organization involved:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

- 4. Are there other individuals or organizations involved in this LEP complaint?**
 Yes
 No

If yes, please provide their name, telephone number, and address below:

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

- 5. Describe the nature of the interaction and any suspected violations:**

- 6. Explain in detail what happened, when, and how the person(s) or entity denied meaningful access to a GEMA/HS or sub-recipient service, activity, program, or other benefit.**

- 7. What other information do you think might be helpful to an investigation?**

- 8. Please list below any persons (witnesses, people involved, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:**

Name: _____

Phone #: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

9. Have you or others filed a case or complaint regarding this allegation with any of the following?

- Office of Equal Rights, Federal Emergency Management Agency
- Office for Civil Rights and Civil Liberties, U.S. Department of Homeland Security
- U.S. Equal Employment Opportunity Commission
- Other Federal Agency
- Federal or State Court
- Other State of Georgia Agency, Authority, or Office
- Other: _____

10. Issues with:

- | | |
|--|---|
| <input type="checkbox"/> Spanish (Español) | <input type="checkbox"/> Lack of signs informing the public of interpretation and translation |
| <input type="checkbox"/> Chinese 中国人 | <input type="checkbox"/> Lack of forms/materials/notices in a language I can understand |
| <input type="checkbox"/> Korean 한국어 | <input type="checkbox"/> I was not offered an interpreter |
| <input type="checkbox"/> Vietnamese Tiếng Việt | <input type="checkbox"/> I asked for an interpreter and was denied |
| <input type="checkbox"/> French (Français) | <input type="checkbox"/> Lack of bilingual personnel, so delay in services |
| <input type="checkbox"/> Arabic العربية <input type="checkbox"/> | <input type="checkbox"/> The interpreter's skills were not good |
| | <input type="checkbox"/> I was unable to use the services, programs, or activities |

11. Information about the person filing this complaint, if the complaint is being submitted on behalf of another:

Name: _____
First and Middle (Given Name) Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____
P.O. Box or Street Address City State Zip Code

Email (Optional): _____

Signature: _____ **Date:** _____

You may submit the form by email to language.access.coordinator@gema.ga.gov.

Or send via U.S. Mail to the following address:

Georgia Emergency Management and Homeland Security Agency
Attention: Language Access Coordinator
P.O. Box 18055
Atlanta, Georgia 30316



THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

Responding to Discrimination Complaints Relating to Federal Grant Programs

2022

Purpose

The intent of this policy is to ensure that subrecipients which receive grant funds from the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) do not discriminate against any client, customer, program participant, employee, or consumer based on race, color, religion, sex, national origin, age, English proficiency, or physical or mental disability. This policy establishes the procedures for GEMA/HS employees to follow when they receive or wish to make a complaint alleging discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the U.S. Department of Justice (DOJ) or the U.S. Department of Homeland Security (DHS), whether within GEMA/HS or a subrecipient.

Post Office Box 18055 • Atlanta, Georgia 30316-0055
(404) 635-7200 • Toll Free in Georgia 1-800-TRY-GEMA • gema.ga.gov

Complying with Laws and Policies that Prohibit Discrimination

GEMA/HS shall comply with all applicable federal and state laws, rules, and regulations prohibiting discrimination. GEMA/HS shall appropriately address all complaints from any person who believes that a GEMA/HS subrecipient has discriminated against them in violation of federal and/or state law or regulation in the delivery of services or benefits.

Policy

All employees, job applicants, clients, customers, program participants, and consumers of GEMA/HS and its subrecipients shall be treated equally regardless of race, color, religion, national origin, age, English proficiency, or physical or mental disability, sexual orientation, or gender identity.

Individuals have the right to participate in programs, activities, and services operated by GEMA/HS and its subrecipients without discrimination. Statutes and regulations that apply include, but are not limited to, the following:

1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in the delivery of services (42 U.S.C. § 200d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C and D, and DHS implementing regulations at 6 C.F.R. Part 21 and 44 C.F.R. Part 7;
2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. § 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
3. Titles I, II, and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. § 12101-12213 and § 12131-34), and the DOJ implementing regulations at 28 C.F.R. Part 35;
4. Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. § 1681), the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D and 28 C.F.R. Part 54, and the DHS implementing regulations at 6 C.F.R. Part 17 and 44 C.F.R. Part 19;
5. The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. § 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I;
6. Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services

in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. §3601);

7. The Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (34 U.S.C. §10228(c), see also 34 U.S.C. §11182(b)), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
8. The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit discrimination on the basis of religion in the delivery of services and prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38);
9. The Victims of Crime Act (VOCA) of 1984, which prohibits discrimination based on race, color, religion, national origin, handicap, or sex (34 U.S.C. §20110(e));
10. The Violence Against Women Act (VAWA) of 2013, which prohibits discrimination on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability (34 U.S.C. §12291(b)(13));
11. The DHS regulation, which prohibits discrimination based on religion in social service programs (6 C.F.R. Part 19);
12. Executive Order 13166, “Improving Access To Services For Persons With Limited English Proficiency”, which requires Federal agencies to develop and implement a plan to provide services to those persons with limited English proficiency (LEP) to ensure meaningful access to programs and activities conducted by those agencies;
13. Georgia’s Fair Employment Practices Act of 1978, found at O.C.G.A. § 45-19-29, et seq., which prohibits public employers with 15 or more employees from engaging in discrimination on account of an individual's race, color, religion, sex, age, national origin, or disability;
14. Georgia’s Sex Discrimination in Employment Act of 1966, found at O.C.G.A. § 34-5-1, et seq., which mimics the Equal Pay Act of 1963, in that it prohibits discrimination between employees in the same establishment, on the basis of sex, in their compensation for comparable work;
15. Georgia’s General Age Discrimination Law of 1971, found at O.C.G.A. § 34-1-2, which makes it a criminal misdemeanor to discriminate against any person between the ages of 40 and 70 years, solely upon the ground of age, when the reasonable demands of the position do not require such an age distinction. The individual must be qualified physically, mentally, and by training and experience to perform satisfactorily the labor assigned to him or her for which he or she applies;

16. Georgia's Equal Employment for Persons with Disabilities Code of 1981, found O.C.G.A. § 34-6A-1, et seq., which mimics the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended, in that it prohibits discrimination because of an individual's disability with respect to wages, rates of pay, hours, or other terms and conditions of employment because of such person's disability unless such disability restricts that individual's ability to engage in the particular job or occupation for which he or she is eligible. The Code has no administrative prerequisites to filing suit; and
17. Atlanta Ordinance No. 2000-79, § 1, which applies to employers located within the City of Atlanta with ten or more employees. The Ordinance prohibits employment discrimination based on race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, or disability.

Definitions

Complaint Coordinator: A person or persons designated by GEMA/HS to ensure that received complaints are acted upon in a timely manner.

Discrimination: The treatment or consideration of, or making a distinction in favor of or against, a person based on the person's legally recognized protected category (including race, color, national origin, gender, age, sexual orientation, gender identity, religion, English proficiency, or disability) to which that person belongs rather on individual merit. There are various federal and state laws and rules that further describe the specific types of discrimination.

Retaliation: The act of harassing, threatening, demoting, firing, or otherwise negatively targeting a complainant as a direct result of the complainant opposing unlawful discrimination.

Subrecipient: A non-Federal entity that receives a grant sub-award from GEMA/HS to carry out part of a Federal program. A subrecipient does not include an individual that is a beneficiary of such a program.

Complaint Procedures

An employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS subrecipient may submit a complaint of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS on behalf of him/herself or on behalf of another. Any such individual has the right, and is encouraged, to file a written complaint with the Office for Civil Rights in the DOJ (OCR), the DHS's Office for Civil Rights and Civil Liberties (CRCL), or GEMA/HS.

1. If the relevant federal grant is funded by the DOJ, the complaint may be sent directly to the OCR using the *Complaint Verification Form* and *Identity Release Statement*, which are available at: <https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>.

The completed forms should be sent to:

Office for Civil Rights Office of
Justice Programs
U.S. Department of Justice 810
Seventh Street NW Washington,
D.C. 20531

2. If the relevant federal grant is funded by the DHS, the complaint may be sent directly to the DHS's Office for CRCL. There are three submission methods available. One method for submitting the complaint is via email: CRCLCompliance@hq.dhs.gov. A second available method is fax: 202-401-4708. The complaint may also be sent via mail:

U.S. Department of Homeland Security Office for
Civil Rights and Civil Liberties Compliance Branch
245 Murray Lane, SW Building 410,
Mail Stop #0190
Washington, D.C. 20528

3. For federal grants funded by either DOJ or DHS, the complaint may also be submitted directly to GEMA/HS. A complaint form can be downloaded from GEMA/HS' website and submitted by email to: Grantscomplaintcoordinator@gema.ga.gov. The completed form may also be sent to:

The Georgia Emergency Management and Homeland Security Agency
Grants Complaint Coordinator
935 United Avenue SE
Atlanta, Georgia 30316

Additional Agencies for Filing Discrimination Complaints

In addition to the option for filing a discrimination complaint with GEMA/HS, the OCR, or the CRCL, discrimination complaints may be filed directly with a court, as well as the following state and federal administrative agencies, whose function is to enforce state and federal laws that prohibit discrimination:

- Equal Employment Opportunity Commission (EEOC)
<http://www.eeoc.gov/employees/charge.cfm>
- Georgia Commission on Equal Opportunity (GCEO)
<https://gceo.georgia.gov/>

GEMA/HS Procedures for Processing Complaint

1. A group of GEMA/HS employees will collectively act as the Complaint Coordinator for processing complaints of discrimination associated with this policy.
2. If an employee, client, customer, program participant, or consumer of GEMA/HS or of a GEMA/HS subrecipient contacts a GEMA/HS employee and wishes to file a complaint against GEMA/HS or a GEMA/HS subrecipient concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS, the GEMA/HS employee shall instruct the complainant to file the complaint in writing, in accordance with the procedures above.
3. Any GEMA/HS employee receiving such a complaint submitted directly to GEMA/HS, and any GEMA/HS employee wishing to submit such a complaint directly to GEMA/HS, shall route it to the Complaint Coordinator. If the complaint is against an employee of GEMA/HS, the complaint shall be forwarded to the Complaint Coordinator and that GEMA/HS employee should follow the procedures set out in HR-14, GEMA/HS's Grievance Procedures Policy.
4. For any complaint received by the Complaint Coordinator that is submitted directly to GEMA/HS, the Complaint Coordinator shall provide written acknowledgment of the complaint to the complainant.
5. The Complaint Coordinator shall refer the complaint to the appropriate entity, which may include the Georgia Office of the Attorney General; the GCEO; the EEOC; the OCR; or the CRCL. If the Georgia Office of the Attorney General either is the agency about which the complaint is filed or has a conflict, the complaint shall be referred to the EEOC, OCR, or CRCL, as appropriate.
6. Notwithstanding paragraph 5, for any complaint of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS, GEMA/HS shall notify the OCR or CRCL, as appropriate, in writing of the following:
 - a. Name of complainant
 - b. Entity named in the complaint
 - c. Description of the complaint of discrimination
 - d. Steps being undertaken to investigate and resolve complaint

In addition, GEMA/HS shall notify the complainant that they may file a complaint directly with the OCR or CRCL, as appropriate, at the following address or using one of the electronic submission methods described above:

Office for Civil Rights Office of
Justice Programs
U.S. Department of Justice 810
Seventh Street NW Washington,
D.C. 20531

U.S. Department of Homeland Security Office for
Civil Rights and Civil Liberties Compliance Branch
245 Murray Lane, SW Building 410,
Mail Stop #0190
Washington, D.C. 20528

Notification

GEMA/HS will post this policy on the GEMA/HS website to notify all interested parties of the appropriate procedures for addressing complaints of discrimination concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the DOJ or DHS.

Monitoring Subrecipients' Response Procedures

As part of a grant program review, GEMA/HS staff will review the subrecipient's procedures for responding to discrimination complaints that employees, clients, customers, program participants, or consumers of the subrecipients have filed directly with the subrecipient. If the procedures do not exist, or are found to need improvement, the report to the subrecipient will note the findings. At a minimum, the subrecipient's response should:

- a. Acknowledge complaint receipt to complainant in writing;
- b. Indicate which external agency the complaint is forwarded to for investigation;
- c. Comply with the appropriate timeframe by which to forward complaint;
- d. Notify GEMA/HS of complaint; and
- e. Notify complainant that a complaint of discrimination may be filed directly with the OCR, CRCL, EEOC, GCEO, or GEMA/HS, and where to locate those procedures.

Training

1. GEMA/HS will provide periodic training for all employees regarding the discrimination complaint procedures.
2. GEMA/HS will facilitate civil rights requirements training for subrecipients. Such training may be arranged:

- a. In conjunction with grant management training;
- b. Online through the GEMA/HS website;
- c. At the request of the subrecipient; or
- d. As a result of a grant program review.



THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY COMPLAINT VERIFICATION FORM

The purpose of this document is to help you file a discrimination complaint concerning the implementation or administration of any program, activity, or service receiving federal financial assistance from the U.S. Department of Justice or the U.S. Department of Homeland Security, whether within the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) or a subrecipient. This document is not intended to be used for complaints about employment with GEMA/HS. You are not required to use this document to file a complaint; a letter with the same information is sufficient. However, if you file a complaint by letter, you should include the same information that is requested herein.

18. Information about the person who experienced the alleged discrimination:

Name: _____

First and Middle (Given Names)

Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address

City

State

Zip

Email (optional): _____

19. Information about the person(s) who is alleged to have discriminated:

Name: _____

First and Middle (Given Names)

Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address

City

State

Zip

20. Information about the agency or organization involved:

Name: _____

Phone #: _____

Mailing Address: _____

P.O. Box or Street Address

City

State

Zip

21. Are there other individuals or organizations involved in this discrimination complaint?

Yes No

If Yes, please provide their name, address, and telephone number below: Name

Address

Telephone

22. Describe the nature of the alleged discrimination involved.

23. Explain in detail what happened, when, and how the alleged discrimination occurred.

State who was involved, and how other persons were treated differently.

24. What other information do you think might be helpful to an investigation?

25. Please list below any persons (witnesses, fellow employees, supervisors, or others) who have direct knowledge of the situation that might be able to provide information to support or clarify the complaint:

Name

Address

Telephone #

26. Have you or others filed a case or complaint regarding this allegation with any of the following?

- | | |
|--|--|
| <input type="checkbox"/> Office for Civil Rights within the Office of Justice Programs, U.S. Department of Justice | <input type="checkbox"/> Office for Civil Rights and Civil Liberties, U.S. Department of Homeland Security |
| <input type="checkbox"/> U.S. Equal Employment Opportunity Commission | <input type="checkbox"/> Other Federal Agency |
| <input type="checkbox"/> Federal or State Court | <input type="checkbox"/> Georgia Department of Labor |
| <input type="checkbox"/> Other | |

If any of the above were selected please provide the following information:

Name of Agency:	Date Filed:
Case or Docket Number:	Date of Trial/Hearing:
Location of Agency/Court:	Investigator:
Status of case:	

27. Information about the person filing this complaint, if this complaint is being submitted on behalf of another:

Name: _____

First and Middle (Given Names)

Last (Family Name/Surname)

Phone #: Cell/Mobile: _____ Home: _____ Work: _____

Mailing Address: _____

P.O. Box or Street Address

City

State

Zip

Email (optional): _____

Signature: _____

Date: _____

You may submit the form by email to: Grantscomplaintcoordinator@gema.ga.gov

Or send via U.S. mail to:

The Georgia Emergency Management and Homeland Security Agency
Attention: Grants Complaint Coordinator 935 United Avenue SE
Atlanta, Georgia 30316

EXHIBIT "G"

Federal Funding Accountability and Transparency Act Certification

In order to remain in compliance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA) reporting, complete Items 1-7 and Items 8-10 if necessary, and certify by an authorized agent.

Sub-award Number: 4830 F55 S54
Federal Agency Name: Federal Emergency Management Agency
CFDA Program Number and Program Title: 97.039 Hazard Mitigation Grant Program (HMGP)
Sub-award Project Description: Multi-Jurisdictional Hazard Mitigation Plan

1. Sub-awardee DUNS Number _____
2. Sub-awardee Name _____
3. Sub-awardee DBA Name _____
4. Sub-awardee Address _____
5. If DBA, Sub-awardee Parent DUNS Number _____
6. Sub-award Principle Place of Project Performance _____
7. In the preceding fiscal year, did the sub-awardee receive 80% of its annual gross revenues from the Federal government?
Yes _____ No _____
If **Yes**, continue to question 8. If **No**, questionnaire is complete.
8. In the preceding fiscal year, were the sub-awardee's annual gross revenues from the Federal government more than \$25 million annual? Yes _____ No _____
If **Yes**, continue to question 9. If **No**, questionnaire is complete.
9. Does the public have access to the names and total compensation of the sub-awardee's five most highly compensated officers through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
Yes _____ No _____
If **No**, continue to question 10. If **Yes**, questionnaire is complete.

10. Please list the names and compensation of the sub-awardee's five most highly compensated officers.

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____
- 4. _____ \$ _____
- 5. _____ \$ _____

I certify that to the best of my knowledge all of the information on this form is complete and accurate.

Authorized Signature: _____ Date: _____

This section is for use by the Georgia Emergency Management Agency/Homeland Security Only.

Sub-award Obligation/Agency Name: _____

In accordance with The Federal Funding Accountability and Transparency Act of 2006 (FFATA), this document has been processed in the FFATA Sub-award Reporting System (FSRS) by the undersigned:

Signature _____ Date: _____

Sub-award Obligation/Action Date: _____

CITY OF STATESBORO



COUNCIL

Tangie Johnson, District 1
Vacant, 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: Brad Deal, P.E., Director of Public Works and Engineering
David Moyer, P.E., Assistant City Engineer

Date: June 30, 2026

RE: Road & Right-of-Way Dedication
Westside Townhomes

Policy Issue: Subdivision Regulations, Street Dedication

Recommendation:

Staff recommends approval of the road and right-of-way dedications for Westside Townhomes. Staff requests consideration of a motion for Council to authorize the Mayor to execute the attached resolution authorizing the Mayor to accept the roads and rights-of-way on behalf of the City of Statesboro.

Background:

In October 2023, the Statesboro City Council approved a preliminary plat for the Westside Townhomes Subdivision on Westside Road, which initiated subsequent infrastructure developments, including road construction. Inspections on the road construction were completed for subgrade and GAB in 2025. The developer now desires to dedicate these roads, Pasture Lane, and Branded Way to the City of Statesboro. Acceptable completion and warranty bonds have been provided by the developer.

Budget Impact:

The City of Statesboro will maintain the roadway and limits of right-of-way. No funds will be required in FY2026.

Council Person and District: Vacant, District 2

Attachments: Proposed Resolution, Bulloch County 911 Addressing Letter, Subdivision Plat, and Right of Way Deed

RESOLUTION 2026-33:

RESOLUTION ACCEPTING RIGHT OF WAY OF PASTURE LANE AND BRANDED WAY AS PUBLIC STREETS TO BE OWNED AND MAINTAINED BY THE CITY OF STATESBORO, GEORGIA.

THAT WHEREAS, Lands of Quail Run Townhomes, LLC is the owner of two street segments known as Pasture Lane and Branded Way, and wishes to convey said streets to the City of Statesboro; and

WHEREAS, with the planned growth of the surrounding area, the City believes it is in the best interest of the public for these roads to be public streets, owned and maintained by the City;

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

Section 1. That Pasture Lane, and Branded Way are hereby formally accepted for dedication by the City of Statesboro, Georgia as public streets and rights-of-way to be owned and maintained by the City of Statesboro.

Section 2. That this resolution authorize and direct the Mayor of the City of Statesboro, Georgia to accept the dedication of the above described property by virtue of a right of way deed.

Section 3. All that certain, lot, tract or parcel of land lying, situate and being in the 1209th G.M.D., Bulloch County, Georgia, and in the City of Statesboro, containing 2.30 acres and being the proposed sixty (60') foot public rights-of-ways known as Pasture Lane and Branded Way, as shown on a plat prepared by Hussey Gay Bell Engineers dated July 24, 2025, recorded in Plat Book 70, Pages 341, Bulloch County Records. The above referenced plats and the description thereon are by reference incorporated herein for all purposes of this description.

Section 4. That this Resolution shall be and remain effective from and after its date of adoption.

APPROVED AND ADOPTED this 7th day of July, 2026.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City Clerk



Bulloch County

911 Addressing

Post Office Box 1421 • Statesboro, Georgia 30459 • (912) 764-0189 • FAX (912) 764-3142

Paul Conner
GIS Coordinator

January 28, 2025

City of Statesboro Engineering Department
50 East Main Street
Statesboro, Georgia 30458

Attention: City Engineer

The Bulloch County Tax Assessor Address Coordinator received the following names for consideration:

Subdivision Name: Stockyard West - Townhomes

Street Names for Addressing: Pasture Lane – Will continue into Stockyard West Sub.
Branded Way

Requestor: QUAIL RUN TOWNHOMES LLC
Address: 208 May River Rd, Suite B
Bluffton, SC 29910

Phone:

Parcel: MS38000068 001

Responsible for Signage: QUAIL RUN TOWNHOMES LLC

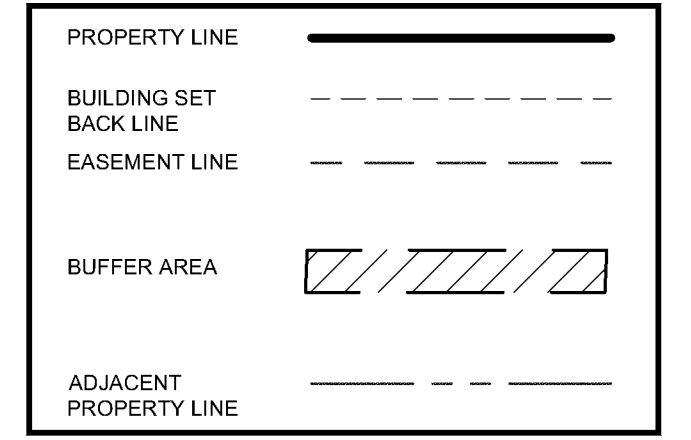
There are no conflicts or duplications with any other complex names or subdivisions within the county or city. The approved names are on the proposed status for 36 months from the date of this letter. Thank you!

Sincerely,

Shannon K. Mixon
Addressing Coordinator

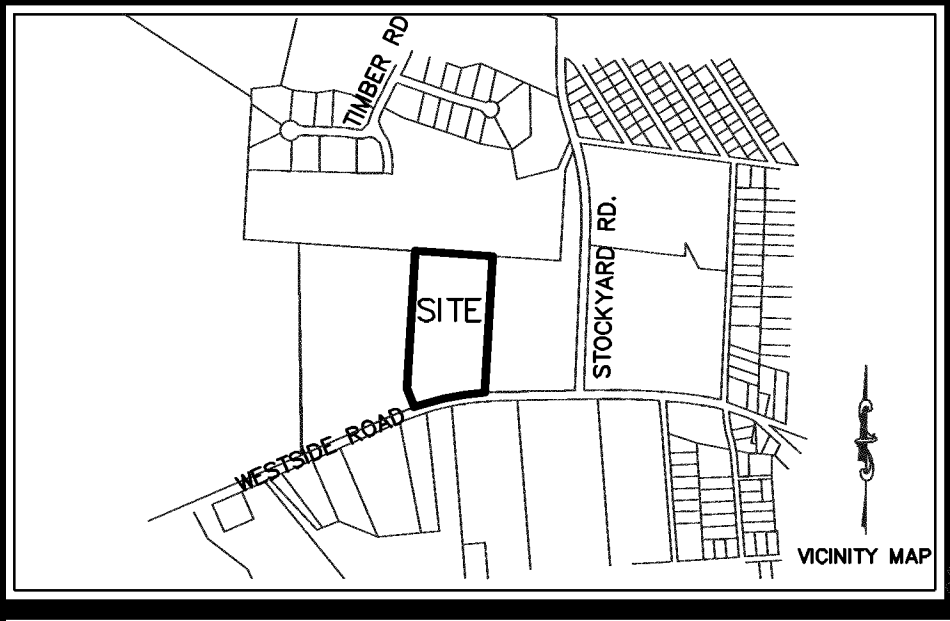
BK: 70 PG: 341-341
 Filed and Recorded
 07-31-2025 01:35 PM
 DOC# P2025-000241
 Heather Banks McNeal
 CLERK OF COURT
 BULLOCH COUNTY

NOTES:
 1. IN MY OPINION IN ACCORDANCE WITH F.I.R.M. MAP NO. 13031C0208D, EFFECTIVE DATE OF AUGUST 5, 2010 THIS AREA DOES NOT LIE WITHIN THE 100 YEAR FLOOD ZONE. FEMA MAPS CHANGE OFTEN AND SHOULD BE RE-CONFIRMED PRIOR TO ANY CONSTRUCTION.
 2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.
 3. HORIZONTAL DATUM IS GEORGIA STATE PLANE EAST ZONE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83). COORDINATES HAVE BEEN ESTABLISHED BY EGPS VRS NETWORK.
 4. VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVVD88).
 5. PARENT PARCEL PIN #MS30000025 004.
 6. THE CERTIFICATION, AS SHOWN HEREON, IS A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
 7. ALL PROPERTY CORNERS ARE 5/8" IRON PINS UNLESS NOTED OTHERWISE.
 8. NO GUARANTEE, EITHER STATED OR IMPLIED IS MADE THAT THIS PROPERTY IS NOT SUBJECT TO EASEMENTS, CLAIMS, PRESCRIPTIONS, RESTRICTIONS, SUB-SURFACE CONDITIONS, OR ANY OTHER MATTERS OF TITLE THAT ARE NOT VISIBLE, NOT DISCLOSED, OR NOT DISCOVERED BY TITLE EXAMINATION.
 9. ZONING: R-20.
 10. HORIZONTAL AND VERTICAL CONTROL WAS ESTABLISHED BY PERFORMING REPETITIVE RTK GPS OBSERVATIONS ON PRIMARY SURVEY CONTROL POINTS UTILIZING AN EGPS ZOTL DUAL FREQUENCY GPS RECEIVER AND BASE USING THE EGPS GNSS NETWORK OVER VERICON CELLULAR SERVICE. THE POSITIONAL ACCURACY OF THE REPETITIVE OBSERVATION AVERAGES IS LESS THAN 0.07 FOOT HORIZONTALLY AND LESS THAN 0.07 FOOT VERTICALLY. ALL GROUND MEASUREMENTS WERE OBTAINED UTILIZING A TRIMBLE S5 ROBOTIC TOTAL STATION.
 11. ALL SANITARY SEWER, POTABLE WATER UTILITY EASEMENTS, AND ROAD RIGHT OF WAYS TO BE DEDICATED TO THE CITY OF STATESBORO, GEORGIA.
 12. ALL STORM DRAINAGE EASEMENTS TO BE DEDICATED TO THE DEVELOPER AND/OR ASSIGNS.



CURVE TABLE						CURVE TABLE						LINE TABLE			EASEMENT CURVE TABLE												
CURVE NO.	DELTA	ARC	RADIUS	TANGENT	CHORD DIR.	CHORD	CURVE NO.	DELTA	ARC	RADIUS	TANGENT	CHORD DIR.	CHORD	LINE NO.	DIRECTION	LENGTH	CURVE NO.	DELTA	ARC	RADIUS	TANGENT	CHORD DIR.	CHORD				
C1	7°14'17"	267.35	1992.28	133.87	S81°42'30"W	267.13	C17	34°55'24"	36.57	60.00	18.87	N35°54'32"E	36.01	L1	N32°02'49"W	11.65'	E-C1	7°57'38"	25.01	180.00	12.52	N24°29'53"E	24.99				
C2	4°52'37"	193.20	2269.69	96.68	S74°29'07"W	193.14	C18	21°01'13"	22.91	60.00	11.13	N35°52'51"E	21.89	L2	N71°20'00"E	17.22'	E-C2	6°09'33"	19.35	180.00	9.68	S31°32'26"W	19.34				
C3	0°25'47"	21.74	2898.82	10.87	S72°07'31"W	21.74	C19	19°13'55"	20.14	60.00	10.17	N44°02'25"E	20.05	E-C3	6°13'55"	25.86	180.00	12.95	S83°24'44"W	25.84	E-C4	3°21'145"	101.16	180.00	51.95	N63°11'54"E	99.82
C4	1°10'52"	53.83	280.00	27.00	N2°08'09"W	53.74	C20	19°56'34"	20.86	60.00	10.55	S76°24'21"E	20.78	E-C5	12°54'40"	40.56	180.00	20.37	S40°38'42"W	40.48	E-C6	4°19'50"	20.31	120.00	10.18	N83°44'34"E	20.29
C5	11°00'52"	63.83	280.00	27.00	N2°08'09"W	63.74	C21	24°23'13"	25.54	60.00	12.97	S54°14'28"E	25.35	E41	S82°24'53"W	80.31	E49	S47°01'12"W	35.41	E47	S47°01'12"W	13.61	E425	S82°21'25"W	66.15		
C6	9°00'00"	23.56	15.00	15.00	N41°37'42"W	21.21	C22	23°22'50"	24.48	60.00	12.41	S30°21'26"E	24.31	E42	S44°37'20"W	57.77	E10	N42°58'48"W	122.13	E18	S42°58'48"E	127.27	E426	N86°37'42"W	54.48		
C7	8°59'51"	188.49	120.00	119.99	S48°22'22"W	169.70	C23	10°37'36"	112.71	60.00	82.02	S35°08'47"W	96.85	E43	N3°22'22"E	22.75	E11	N3°22'22"E	24.69	E19	S31°14'30"E	70.66	E427	N3°22'16"E	507.74		
C8	265°38'18"	278.12	60.00	54.81	N43°50'09"W	58.06	C24	1°36'47"	5.07	180.00	2.53	S4°10'14"W	5.07	E44	N44°37'20"E	45.80	E12	S76°52'30"E	12.79	E20	N31°14'36"W	59.37	E428	S37°21'07"W	472.58		
C9	85°35'18"	7.47	5.00	4.63	N49°07'56"E	5.79	C25	8°23'31"	30.68	180.00	15.05	S81°05'50"W	30.07	E45	N82°24'53"E	97.68	E13	S42°58'48"E	103.56	E21	N42°58'48"W	7.46	E429	S61°22'27"E	32.85		
C10	9°00'00"	282.74	180.00	180.00	N48°22'18"E	284.56	C26	9°08'29"	28.72	180.00	14.39	S15°56'50"W	28.69	E46	N2°29'58"E	54.01	E14	N47°01'12"E	59.73	E22	S34°11'27"W	109.80	E430	N82°21'25"E	66.15		
C11	9°00'00"	23.56	15.00	15.00	N41°37'42"W	21.21	C27	72°51'13"	228.88	180.00	132.84	S56°56'41"W	213.77	E47	N4°17'29"E	122.56	E15	S86°37'42"E	221.15	E43	S2°29'58"W	15.06	E431	S7°38'35"E	25.00		
C12	11°00'52"	42.29	220.00	21.21	S2°08'09"E	42.23	C28	3°29'46"	13.17	220.00	6.59	N1°39'25"E	13.17	E48	N42°58'48"W	89.38	E16	N86°37'42"W	210.40	E24	N2°38'35"W	21.01					
C13	4°28'09"	21.84	280.00	10.83	S5°24'30"E	21.84	C29	5°12'39"	20.01	220.00	10.01	N2°39'47"W	20.00														
C14	4°06'22"	20.07	280.00	10.04	S1°07'18"E	20.06	C30	2°22'28"	9.12	220.00	4.56	N6°27'21"W	9.12														
C15	2°28'21"	11.92	280.00	5.96	S2°09'07"W	11.92	C31	2°29'50"	96.84	1992.28	43.43	S84°18'14"W	86.83														
C16	15°04'32"	15.79	60.00	7.94	N10°54'34"E	15.74	C32	3°27'55"	120.49	1992.28	60.26	S79°35'49"W	120.47														

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT.



Parcel Area Table	Parcel Area Table	Parcel Area Table						
LOT	ACRES	SQ. FT.	LOT	ACRES	SQ. FT.	LOT	ACRES	SQ. FT.
1	0.06	2671.86	46	0.05	2013.08	COMMON AREA 1	0.83	36187.76
2	0.05	1983.24	47	0.05	1998.70	COMMON AREA 2	0.06	2802.20
3	0.06	2811.21	48	0.06	2798.02	COMMON AREA 3	0.05	2227.29
4	0.06	2800.00	49	0.06	2798.05	COMMON AREA 4	0.05	2000.00
5	0.05	2000.00	50	0.05	1998.62	COMMON AREA 5	0.05	2000.00
6	0.05	2000.00	51	0.05	1998.63	COMMON AREA 6	0.05	2000.00
7	0.05	2000.00	52	0.05	1998.63	COMMON AREA 7	0.05	2000.00
8	0.06	2800.00	53	0.05	1998.64	COMMON AREA 8	0.05	2000.00
9	0.06	2800.00	54	0.06	2798.11	COMMON AREA 9	0.05	2000.00
10	0.05	2000.00	55	0.08	3649.07	COMMON AREA 10	0.11	4936.38
11	0.05	2000.00	56	0.05	2130.53	COMMON AREA 11	0.26	11360.92
12	0.05	2000.00	57	0.04	1929.94	COMMON AREA 12	0.05	2000.00
13	0.05	2000.00	58	0.04	1887.35	COMMON AREA 13	0.05	1998.60
14	0.06	2800.00	59	0.05	1886.34	COMMON AREA 14	2.80	122147.75
15	0.06	2800.00	60	0.06	3309.33			
16	0.05	2000.00	61	0.06	2610.67			
17	0.05	2000.00	62	0.05	2000.00			
18	0.05	2000.00	63	0.05	2000.00			
19	0.05	2000.00	64	0.05	2000.00			
20	0.06	2800.00	65	0.05	2000.00			
21	0.06	2800.00	66	0.06	2800.00			
22	0.05	2000.00	67	0.06	2800.00			
23	0.05	2000.00	68	0.05	2000.00			
24	0.05	2000.00	69	0.05	2000.00			
25	0.05	2000.00	70	0.05	2000.00			
26	0.06	2800.00	71	0.05	2000.00			
27	0.06	2800.00	72	0.06	2800.00			
28	0.05	2000.00	73	0.06	2800.00			
29	0.05	2000.00	74	0.05	2000.00			
30	0.05	2000.00	75	0.05	2000.00			
31	0.05	2000.00	76	0.05	2000.00			
32	0.06	2800.00	77	0.05	2000.00			
33	0.06	2800.00	78	0.06	2800.00			
34	0.05	2000.00	79	0.06	2800.00			
35	0.05	2000.00	80	0.05	2000.00			
36	0.05	2000.00	81	0.05	2000.00			
37	0.05	2000.00	82	0.05	2000.00			
38	0.06	2800.00	83	0.05	2000.00			
39	0.06	2800.00	84	0.06	2800.00			
40	0.05	2000.00	85	0.06	2800.00			
41	0.05	2000.00	86	0.05	2000.00			
42	0.05	2000.00	87	0.05	2000.16			
43	0.05	2000.00	88	0.05	2000.85			
44	0.06	2800.00	89	0.05	2018.38			
45	0.07	2923.59	90	0.07	2909.37			

REFERENCES:
 DEED BOOK 2865, PAGE 177
 BOOK 69 PAGE 39

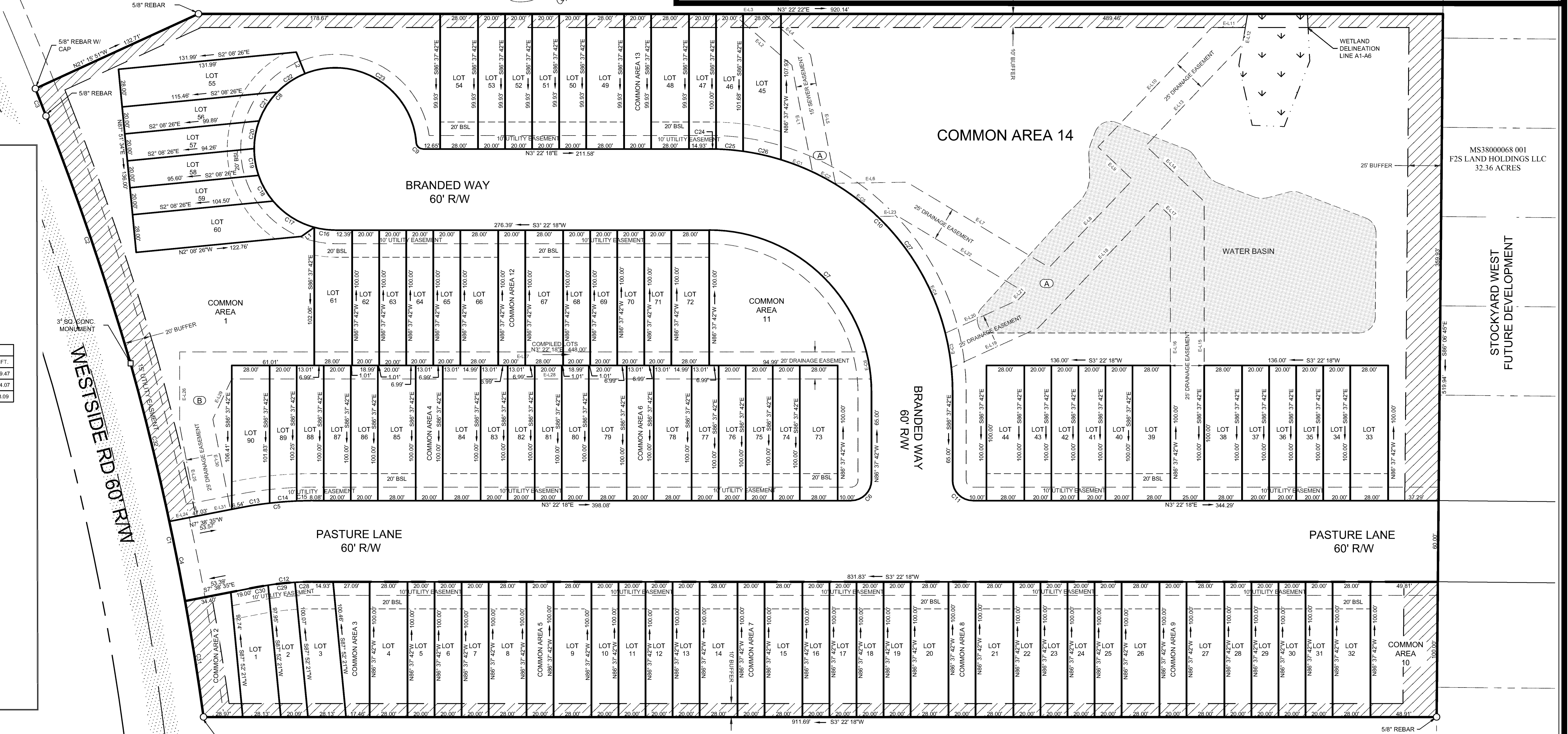
UNITS TOTAL: 90
 AREA TOTAL = 11.54 ACRES
 R/W = 2.30 ACRES
 0.29 MILES (TOTAL NEW ROAD LENGTH)

**MAJOR SUBDIVISION
 WESTSIDE TOWNHOMES**
 OF TRACT A, LANDS OF QUAIL RUN TOWNHOMES, LLC., ON WESTSIDE ROAD, CITY OF STATESBORO, BULLOCH COUNTY, GEORGIA
 FOR: QUAIL RUN TOWNHOMES, LLC.

PLAT DATE: MARCH 24, 2025
 FIELD DATE: OCTOBER, 2023
 REVISIONS:
 JOB NO.
 SCALE: 1" = 40'

ERROR OF CLOSURE PLAT: 1/478.508

HUSSEY GAY BELL
 Established 1958
 329 COMMERCIAL DRIVE, SAVANNAH, GA 31406 / T:912.354.4626



CERTIFICATE OF APPROVAL FOR RECORDING
 THE FOLLOWING GOVERNMENTAL OFFICIAL HAS APPROVED THIS PLAT FOR FILING.

Heather Banks McNeal 7-29-25
 CITY OF STATESBORO MAYOR DATE

William S. Williams 7/29/25
 CITY OF STATESBORO PLANNING AND ZONING ADMINISTRATOR DATE

P. NATHAN BROWN, PLS 7-24-25

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Request for Street Dedication

The undersigned owner(s)/developer(s)/authorized agent(s) to dedicate to the City of Statesboro the STREET described below:

Street Name: Pasture Lane

Starting at Point: Westside Road

Ending at Point: Sta 9+63.11

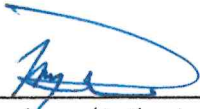
Length (in feet): 963.11

Width of Right-of-Way (in feet): 60

Name of Subdivision: Stockyard West Townhomes

Plat Book Number and Page Number (for final subdivision plat): BK: 70 PG: 341

I fully understand and agree that the street described above becomes a City maintained street only after the City approves my dedication request and declares to accept it as part of the City street system.



Owner/Developer/Authorized Agent

1-23-2026

Date

Request for Street Dedication

The undersigned owner(s)/developer(s)/authorized agent(s) to dedicate to the City of Statesboro the STREET described below:

Street Name: Branded Way

Starting at Point: Pasture Lane

Ending at Point: Sta 6+52.01

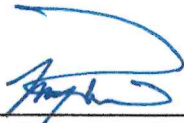
Length (in feet): 652.01

Width of Right-of-Way (in feet): 60

Name of Subdivision: Stockyard West Townhomes

Plat Book Number and Page Number (for final subdivision plat): BK: 70 PG: 341

I fully understand and agree that the street described above becomes a City maintained street only after the City approves my dedication request and declares to accept it as part of the City street system.



Owner/Developer/Authorized Agent

1-23-2026

Date

City of Statesboro
50 East Main Street
Statesboro, Georgia 30458

RIGHT-OF-WAY DEED

THIS INDENTURE made this 24 day of April, 2026 between QUAIL RUN TOWNHOMES HOMEOWNERS ASSOCIATION, INC., as party of the first part, hereinafter called Grantor, and THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm unto the said Grantee, all the following described property, to-wit:

All that certain, lot, tract or parcel of land lying, situate and being in the 1209th G.M.D., Bulloch County, and in the City of Statesboro, Georgia, being the proposed sixty (60') foot right-of-way as shown on a plat and known as Branded Way further referenced as shown on a plat prepared by Hussey Gay Bell, dated March 24, 2025, recorded in Plat Book 70, Page 341, Bulloch County Records. The above reference plat and the description thereon are by reference incorporated herein for all purposes of this description.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any way appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

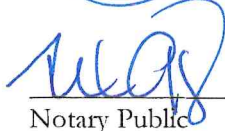
QUAIL RUN TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.



Mike Rollins
Authorized Representative

Signed, sealed and delivered
in the presence of:



Unofficial Witness

Notary Public

01.25.31

City of Statesboro
50 East Main Street
Statesboro, Georgia 30458

RIGHT-OF-WAY DEED

THIS INDENTURE made this 24 day of April, 2026 between QUAIL RUN TOWNHOMES HOMEOWNERS ASSOCIATION, INC., as party of the first part, hereinafter called Grantor, and THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits.)

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, convey, and confirm unto the said Grantee, all the following described property, to-wit:

All that certain, lot, tract or parcel of land lying, situate and being in the 1209th G.M.D., Bulloch County, and in the City of Statesboro, Georgia, being the proposed sixty (60') foot right-of-way as shown on a plat and known as Pasture Lane further referenced as shown on a plat prepared by Hussey Gay Bell, dated March 24, 2025, recorded in Plat Book 70, Page 341, Bulloch County Records. The above reference plat and the description thereon are by reference incorporated herein for all purposes of this description.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any way appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.


QUAIL RUN TOWNHOMES HOMEOWNERS
ASSOCIATION, INC.



Mike Rollins
Authorized Representative

Signed, sealed and delivered
in the presence of:



Unofficial Witness

Notary Public

01.25.21

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Edward T. Ward, Audria R. Ward, F. Danny Gann

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 11th day of September, 2024.

SureTec Insurance Company

By: [Signature]
Michael C. Keimig, President



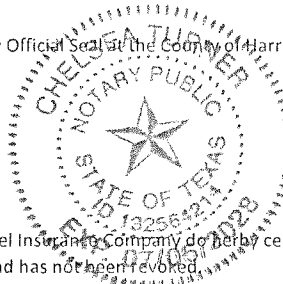
Markel Insurance Company

By: [Signature]
Lindy Jennings, Vice President

State of Texas
County of Harris:

On this 11th day of September, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: [Signature]
Chelsea Turner, Notary Public
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 28th day of April, 2026.

SureTec Insurance Company

By: [Signature]
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]
Andrew Marquis, Assistant Secretary

CITY OF STATESBORO

COUNCIL

Tangie Johnson
Ginny Hendley
John C. Riggs
Shari Barr



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: Cain Smith, City Attorney

Date: June 30, 2026

RE: July 7, 2026 City Council Agenda Items

Policy Issue: Consideration of lease with Federal Aviation Administration to lease a roughly 1.4 acre parcel on W.W. Mann Center Road in unincorporated Bulloch County jointly owned with Bulloch County for continued use as a non-directional beacon site.

Recommendation: Approval

Background: This lease has been continuously active for at least the past decade with the FAA hosing navigational aids on the parcel.

Budget Impact: None

Council Person and District: N/A

Attachments: Proposed Lease with FAA

OFF-AIRPORT LAND LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

And
MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA AND THE BOARD OF
COMMISSIONERS OF BULLOCH COUNTY, GEORGIA

FAA CONTRACT NO: 69435Z-26-L-00011
ATID/FACILITY TYPE: BZQ/NDB
LOCATION: STATESBORO, GEORGIA

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and the MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA AND THE BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFA06-03-L-02970 and all other previous agreements between the parties for the property described in this document.

4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. **Description of Premises (09/2021) 6.1.4-3** This contract covers the following described property, hereinafter referred to as the premises and hereby consisting of:

All that certain lot, tract or parcel of land situate, lying and being a portion of the 11523rd G. M. District of Bulloch County, Georgia and being more particularly described as follows: Commencing at the Southwest corner of the property, a point marked by an iron bar, said point being the Point of Beginning; thence S 43°10' a distance of 300.00 feet to a point marked by an iron bar; thence N 48°33' E 201.80 feet to a point marked by an iron bar; thence N 43°32' W 300.00 feet to a point marked by an iron bar; thence along the northwest side of W.W. Mann Center Road S 48°33' a distance of 146.31 feet to a point marked by an iron bar; thence continuing along the northwest side of W.W. Mann Center Road S 48°55' W a distance of 53.69 feet to a point marked by an iron bar, the said Point of Beginning containing approximately 60,200 square feet or 1.382 acres. The parcel is further illustrated on Drawing SO-D-103262-L03 dated 1/14/03, attached and hereby made a part of this agreement.

A. Together with a right-of-way for ingress to and egress from the premises (for Government employees, their agents and assigns); a right-of-way for establishing and maintaining electric power and/or telecommunication lines to the premises; and a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over said lands and adjoining lands of the contractor, and unless herein described otherwise, shall be reasonably determined by the Government as the most convenient route.

B. This contract includes the right of grading, conditioning, installing drainage facilities, seeding the soil of the premises, and the removal of all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of Government facilities.

C. The Government shall also have the right to make alterations, attach fixtures, erect additions, structures, or signs, in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government.

D. The Government reserves the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on October 1, 2026 and continuing through September 30, 2046 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.
9. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
10. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
11. **Excuse (09/2021) 6.2.5-3**
- A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
- B. Permissible causes for excuse are:
- i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
 - ii. acts of the public enemy,
 - iii. acts of the Government in either its sovereign or contractual capacity,
 - iv. pandemic, epidemic, or quarantine restrictions,
 - v. strikes, and
 - vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.
- C. Excuse will not be granted when:
- i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
 - ii. the conditions of the property prevent performance;
 - iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
 - iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.
- D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.
12. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

13. **Holdover (07/2023) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.
14. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.
- A. **Officials Not To Benefit (09/2021) 6.3.0-2**
 - B. **Assignment of Claims (09/2021) 6.3.0-3**
 - C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
 - D. **Contingent Fees (09/2021) 6.3.0-5**
15. **Title to Improvements (09/2021) 6.3.5** Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.
16. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.
17. **Changes (07/2023) 6.3.8**
- A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
 - i. Work or services;
 - ii. Facilities or space layout;
 - iii. Amount of space/land;
 - iv. Any other change made within the scope of this lease.
 - B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
 - i. An equitable adjustment in the rental rate;
 - ii. A lump sum equitable adjustment;
 - iii. An equitable adjustment of the annual operating costs per rentable square foot; or
 - iv. An adjustment to the delivery date.
 - C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all

documentation necessary to validate his/her right to an adjustment.

D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.

E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

18. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
19. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
20. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
21. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.
22. **Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
Notification under this clause must include the following information, if known:
A. type of interference,
B. the commencement date of the interference, and
C. the root cause of the interference.
23. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the

time of such act or omission or to preclude the Government from using any defense available in law or equity.

24. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.
25. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.
26. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
27. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
28. **Contract Disputes (09/2021) 6.3.39**
- A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
 - B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
 - C. Contract disputes are to be in writing and shall contain:
 - i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
 - ii. The contract number and the name of the Contracting Officer;
 - iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
 - iv. All information establishing that the contract dispute was timely filed;
 - v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and

- vi. The signature of a duly authorized representative of the initiating party
- D. Contract disputes shall be filed at the following address:
 - i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591
[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290

Facsimile: (202) 267-3720

Alternate Facsimile: (202) 267-1293; or

- ii. Other address as specified in 14 CFR Part 17.

E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury

Secretary until payment is made. Interest will not accrue for more than one year.

J. Additional information and guidance about the ODR dispute resolution process for contract disputes can be found on the ODR website at <http://www.faa.gov>.

29. Clearing/Disposing of Debris (09/2021) 6.3.41

A. The Government shall notify the Contractor in writing ten (10) days prior to the start of any clearing of trees and/or brush and tree cuttings.

B. The Contractor grants the Government the right and privilege to enter upon the Contractor's land in order to cut, trim, tip, shape and maintain any trees situated within the premises and said cutting privilege granted to the Government shall include native grasses, scrub brush, and scrub to trees. Only those trees that are determined by the Government to interfere with the operation and proper function of the Government's facility will be subject to the Government's granted privilege. Coordination with the Contractor will be made prior to any cutting of any selected trees.

C. The Government agrees to dispose of all grass, brush, and tree cuttings by the Government's contractor. All tree logs, limbs, or branches 2 or more inches in diameter and 5 feet in length, shall be stacked in an area selected by the Lessor. The Government's disposal of debris, grass, branches, etc., shall comply with regulatory requirements.

30. Organizational Conflict of Interest (01/2023) 6.3.47

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the

language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

31. Hazardous Substance Contamination (09/2021) 6.8.1 The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

32. Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5

(a) Definitions. As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

- (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- (ii) For reasons relating to regional stability or surreptitious listening.
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an

entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

33. Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1

(a) Definitions. As used in this provision, “covered telecommunications equipment or services” has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment” clause in this contract.

(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for covered telecommunications equipment or services.

(c) Representations.

1. The offeror represents that it _____ **does, _____ does not provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ **does, _____ does not use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

34. **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2** NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:

(a) Definitions. As used in this provision--

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Nothing in this prohibition will be construed to—

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the

Government.

Nothing in this prohibition will be construed to-

- (i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that **it [] will, [] will not** provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it **[] does, [] does not** USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-

If the Offeror has responded “will” in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—

(1) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded

“does” to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment

- (i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
- (ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.

(4) For covered services-

- (i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

35. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:

Mayor and City Council of Statesboro, Georgia
50 East Main Street
Statesboro, GA 30458

Board of Commissioners of Bulloch County, Georgia
115 North Main Street
Statesboro, GA 30458

TO THE GOVERNMENT:

Federal Aviation Administration
Real Estate and Utilities Group, AAQ-910
1701 Columbia Avenue
College Park, GA 30337

36. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA

By: _____
Print Name: Jonathan McCollar
Title: Mayor
Date: _____

Attest: _____
Print Name: Leah Harden, Clerk

BOARD OF COMMISSIONERS OF BULLOCH COUNTY, GEORGIA

By: _____
Print Name: David Bennett
Title: Chairman
Date: _____

Attest: _____
Print Name: Venus Mincey-White, Clerk

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____
Print Name: Eric Gadson
Title: Real Estate Contracting Officer
Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	Certificate of Authorization – City of Statesboro		1
2	Certificate of Authorization – Bulloch County		1
3			
4			
5			

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Vacant, 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: Brad Deal, P.E., Director of Public Works and Engineering

Date: June 29, 2026

RE: Change Order #2 with Underground Excavating, Inc. on ENG-130A, Fire Station 3 Access Road Construction Project

Policy Issue: Contract Change Order

Recommendation:

Engineering staff have reviewed and recommends approval of the change order.

Background:

City Council approved a contract on April 7, 2026, with Underground Excavating, Inc. for construction of a new public roadway to provide access to Fire Station 3, in the amount of \$331,804.08. The project includes base, paving, drainage improvements, curb and gutter, and installation of water and sewer. Change Order #1, for installation of additional water line and an additional fire hydrant, was approved on June 16, 2026 in the amount of \$7,151.

This change order was initiated by staff. A driveway is to be constructed for the fire station to access the new roadway. The fire station and roadway are being constructed under separate contracts. The fire station construction contract only included constructing the driveway from the building to the street right of way. The roadway construction contract did not include the construction of the driveway. This change order would add all necessary materials and labor to the roadway construction contract for the construction of an 8-inch thick concrete driveway with wire reinforcement from the new roadway to the right of way line.

Budget Impact: The total cost of this change order is \$15,700. The current contract total is \$338,955.08, therefore the revised contract total would be \$354,655.08. There are sufficient funds in ENG-130A to fund the change order.

Council Person and District: The Fire Station will provide services city-wide.

Attachments: Change Order #2 Proposal from Underground Excavating, Inc.

Copy: Cindy West, Director of Finance

Darren Prather, Director of Central Services

Tim Grams, Fire Chief

Underground Excavating, Inc

Phone (912) 647-2222

Fax (912) 647-2223

hechols@undergroundexcavating.com



P.O. Box 16
Patterson, Georgia 31557

Date: June 9, 2026

CO #2

To: City of Statesboro

Attn:

Re: **ENG130 A Fire Station Access Road**
Added 8" Thick Concrete Paving and 6" Stone Base to Access Road ROW Line

ADDED CO #2					
Item#	Description	Quantity	UM		
1	ADDED SURVEY/LAYOUT FOR OUR WORK	1	LS		
2	ADDED BOND INCREASE	1	LS		
3	ADDED EXPORT EXCESS DIRT MATERIAL	35	CY		
4	ADDED FINE GRADE CURB AND GUTTER	54	LF		
5	ADDED BACK CURB AND GUTTER STANDARD	54	LF		
6	ADDED FINE GRADE SUBGRADE (PAVING)	90	SY		
7	ADDED PURCHASE, HAUL AND PLACE 6" GABC	90	SY		
8	POUR 24" CURB AND GUTTER	54	LF		CONTRACT UNIT PRICE
9	POUR CONCRETE APRON, 8" 4000 PSI W/ WWM	90	SY		

TOTAL \$ 15,700.00

Note:

- 1 24" concrete curb and gutter to be paid for at contract unit price.
- 2 Sawn joint spacing to be 15 feet OC.
- 3 No dowels, dowel baskets, or tie bars are included for the concrete paving item.

CITY OF STATESBORO

COUNCIL

Tangie Johnson
Ginny Hendley
John C. Riggs
Shari Barr



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: Cain Smith, City Attorney

Date: July 1, 2026

RE: July 7, 2026 City Council Agenda Items

Policy Issue: Consideration of a motion to approve an amended contract to renew the Master Service Agreement with Atlas Technical Consultants, LLC to provide CIP Management Services and Construction Engineering and Inspection Services for FY2027 in a not to exceed amount of \$645,552.50 funded by TSPLOST, SPLOST and Stormwater Funds.

Recommendation: Approval

Background: This is an amended version of a renewal contract with Atlas originally approved on June 16, 2026. Both the fee schedule rates and not to exceed amount are lower than in previously approved contract.

Budget Impact: Not to exceed \$645,552.50

Council Person and District: N/A

Attachments: Proposed Amended Contract



On-Call Professional Services Master Agreement

Task Order #5

June 5, 2026

ATLAS TECHNICAL CONSULTANTS, LLC (Atlas) is requesting authorization for the following task as described below. If you approve of this request, please sign in the designated area. All Services authorized by the Task Order shall be performed in accordance with the Master Agreement for Professional Engineering Services previously executed by the parties.

PROJECT: Professional Engineering Services and Staff Augmentation through July 1, 2027.

BASIS OF FEE: Hourly rates per the executed MSA, with a total not to exceed **\$645,552.50**.

SCOPE OF SERVICES:

Atlas Technical Consultants will provide Program and Project Management assistance on an hourly basis, reporting to the Public Works/Engineering Director or their designee.

Typical services include the following:

- Assist in reviewing existing project budgets and updating the budgets throughout the life of the project.
- Perform planning activities associated with each project, including but not limited to, coordination with City staff to gain a thorough understanding of projects requirements and expectations.
- Assist in developing and maintaining project schedules until completion of each project.
- Manage/conduct project team kick-off meetings with all appropriate team members and the City's selected stakeholders. Ensure the designer understands the expectations for the project prior to starting project design.
- Manage/conduct regular team meetings, as needed, and ensure proper documentation. Formal meetings will be held at preliminary design, design development, and construction document milestones. Additional meetings will be held between milestone meetings as needed to ensure proper completion of the design.
- Assists in preparing Requests for Qualifications (RFQ) and Request for Proposals (RFP) for, including but not limited to, Engineering, Design, Construction, Inspection, and Maintenance services.
- Bidding Assistance and Analysis – When the designer has obtained all applicable permit approvals, submit the appropriate documents to the City's purchasing unit for review and approval if desired. During the advertisement and bidding phase, Atlas will work with the design consultant and the purchasing unit as follows:
 - Coordinate with the City's Purchasing Department to prepare bid packages and review advertisements for bidding.
 - Review the final construction cost estimate based on the plans and final estimate.
 - Attend/conduct pre-bid conferences and describes the project's scope to attendees.
 - Ensure that all questions from bidders are correctly answered and accurate addenda are issued as needed.



- Prepare a bid tabulation and distribute to City staff. Review all bids and check references.
 - Make recommendations for awards.
- Other areas of expertise that Atlas can provide include the following, if needed: Right-of Way Negotiation and Acquisition, Traffic Engineering, Soils and Materials Testing, Special Inspections, Environmental, Historical and Cultural Management and Permitting Review, Landscape Architecture, Construction Management, and Administrative and Contracting Services.

Signed: _____
CITY OF STATESBORO, GEORGIA

Date: _____

Signed: _____
ATLAS TECHNICAL CONSULTANTS, LLC

Date: _____



FEE SCHEDULE

Position	Rate
Principal-in-Charge	\$257.50
Quality Review	\$231.75
Project Manager	\$185.40
CEI Lead	\$185.40
Bid Proposal Manager	\$133.90
Construction Manager	\$128.75
Sr Construction Inspector	\$123.60
Construction Inspector	\$97.85
Sr Bridge Inspector	\$128.75
Bridge Inspector	\$103.00
Sr Engineer	\$180.25
Engineer	\$128.75

Notes:

- Rates include all travel costs for CEI activities.
- Direct expenses will be billed as incurred.

CITY OF STATESBORO



COUNCIL

Tangie Johnson, District 1
Vacant, 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: Brad Deal, P.E., Director of Public Works and Engineering

Date: June 30, 2026

RE: Contract Approval with Pape-Dawson for Engineering Design Services for the ENG-130 Brannen Street to US Hwy 80 Transportation Improvements

Policy Issue: Purchasing

Recommendation: Engineering staff recommends approval of a contract with Pape-Dawson in the amount of \$256,750 for the above referenced project.

Background:

Commercial development along US Hwy 80 from Veterans Parkway to Beasley Road, along with residential development on Beasley Road, Cawana Road, S&S Railroad Bed Road, and in areas east of Statesboro, have increased traffic volumes significantly in the area bounded by US Hwy 80, Veterans Parkway, Brannen Street, and Cawana Road. The increased traffic volumes make many of the traffic turning movements challenging throughout the day. The City is also currently constructing Fire Station 3 on Brannen Street. Under ENG-130, staff proposes to design transportation improvements that would include improvements to the Bernard Lane/Brannen Street intersection, as well as a new street connecting Brannen Street to US Hwy 80 which would tie into a GDOT project on US Hwy 80 that will include safety improvements and potentially a new traffic signal.

Staff advertised a Request for Qualifications and Proposals (RFQ/P) for design services on April 30, 2026 and received responses on June 4, 2026. Staff scored the responses based on qualifications, experience, past performance, and workload capacity as detailed in the RFQ/P. Staff selected Pape-Dawson's response as the highest scoring submittal. Staff then met with Pape-Dawson to discuss the cost proposal and provide clarifications on the scope.

Budget Impact: The cost of the proposal is \$256,750. ENG-130 has \$500,000 budgeted for FY 2027, using 2023 TSPLOST funds.

Council Person and District: Shari Barr, District 5
Attachments: Proposal from Pape-Dawson, Location Map
Copy: Cindy West, Finance Director
Darren Prather, Director of Central Services

June 4, 2026

City of Statesboro
Attn: Darren Prather
Central Services Director
22 West Grady Street
Statesboro, GA 30458

Re: ENG-130B: Brannen Street to US Hwy 80 East Transportation Improvements
Proposal for Engineering and Land Surveying Services

Dear Mr. Prather,

We are pleased to present this proposal for civil engineering and land surveying services in connection with the above-referenced project. **The scope of this proposal aligns with the City's RFQ and Pape-Dawson's response.** Our proposed scope of services and associated fees are as follows:

PHASE 1, CONCEPT PHASE:

I. TOPOGRAPHIC & PARCEL SURVEY (TASK 105) LUMP SUM \$16,500

Pape-Dawson will perform a topographic and parcel survey of the project area. The survey will conform to the State of Georgia statutes. Elevation contours will be shown at 1-ft intervals. Existing improvements will be located (buildings, drives, utilities, etc.). A third-party private utility locate company will be contracted to mark underground utilities. Once the underground utilities have been marked, Pape-Dawson will locate any marked utilities. Control points will be provided.

II. UTILITY LOCATE (TASK 504-A) LUMP SUM \$5,500

Pape-Dawson will contract a private utility locating company to mark underground utilities within the estimated project limits. This work will be done to SUE Quality Level B standards.

III. GEOTECHNICAL INVESTIGATION (TASK 504-B) LUMP SUM \$12,650

Pape-Dawson will contract with Terracon to perform a subsurface exploration program consisting of nine borings — four pavement cores with hand auger borings in existing pavement areas, three hand auger borings with Kessler Dynamic Cone Penetrometer (KDCP) testing in new pavement areas, and two hand auger borings — all to a planned depth of five feet or refusal. Laboratory testing will include water content, Atterberg limits, and grain size analysis. Based on the field and laboratory results, Terracon will prepare a geotechnical engineering report providing boring logs, subsurface conditions, earthwork recommendations, and GDOT pavement design parameters for the connector road and Bernard Lane reconfiguration.

IV. ENVIRONMENTAL INVESTIGATION (TASK 504-C) LUMP SUM \$5,050

Pape-Dawson will contract with Terracon to conduct a reconnaissance-level field review of the project area to assess the potential presence of jurisdictional aquatic resources — including wetlands, streams, and ditches — and will prepare a brief opinion letter documenting findings. Terracon will also perform a Protected Species Habitat Assessment evaluating the potential for federally protected species habitat within the project area, with findings documented in a summary report.

V. ENVIRONMENTAL AGENCY VERIFICATION (TASK 504-D) LUMP SUM \$2,550

If agency verification is required, Terracon will prepare and submit either an Approved Jurisdictional Determination (AJD) to the U.S. Army Corps of Engineers or a No Permit Required (NPR) determination. **This service is optional and will only be performed if required by the City or a permitting agency.**

VI. CONCEPT DEVELOPMENT THROUGH 30% DESIGN (TASK 212) LUMP SUM \$70,000

Utilizing the survey and utility data, Pape-Dawson will identify utility and right-of-way conflicts, consult with the City, and prepare concept plans to identify the most appropriate project geometry. Approved geometry will be advanced to 30% design, which includes the following:

- Existing Conditions & Demolition Plans
- Horizontal Geometry Plan
- Preliminary Road Plan and Profiles
- Preliminary Grading and Drainage Plans
- Preliminary Utility Plans based on SUE level B
- Typical Cross Sections
- Preliminary Right-of-Way Plans
- Preliminary Opinion of Probable Construction Costs

PHASE 2, FINAL DESIGN PHASE

VII. 60%, 90%, AND FINAL ROAD DESIGN (TASK 301) LUMP SUM \$115,000

Pape-Dawson will advance the 30% design to final construction documents to include the following:

- Cover sheet with PE Stamp
- Index of Drawings
- General Notes
- Typical Sections
- Summary of Quantities
- Road Plan and Profile
- Grading and Drainage Plans
- Driveway Profiles (as needed)
- Cross Sections at 50' Intervals

- Utility Plans based on SUE Level B
- Signing and Marking Plans
- Erosion Control Plans in accordance with the latest NPDES and GA EPD requirements
- E&S Control Details
- Construction Standards and Details
- Right-of-Way Plans

Plans will be completed in GDOT PPG format and published for review and use at the 60%, 90%, and Final design intervals. An electronic copy of the design files will be provided in AutoCAD Civil 3D format upon acceptance of the completed plans. The opinion of probable construction cost provided during Phase 1 will be updated and provided in Microsoft Excel Format.

VIII. STORMWATER MANAGEMENT PLAN (TASK 223) LUMP SUM \$7,500

Pape-Dawson will prepare a hydrology study and stormwater management plan detailing gutter spreads, inlet capacity, pipe capacity, and adequacy of outfall locations. The deliverable will include a narrative report with appendices of appropriate design and analysis data.

IX. PERMITTING (TASK 303) LUMP SUM \$10,000

Pape-Dawson will produce and submit plans to the authorities having approval jurisdiction over this project (GSWCC and GDOT Right-of-Way Encroachment). This task includes coordination with these authorities and addressing up to two rounds of review comments in order to obtain the required permits.

X. RIGHT OF WAY DOCUMENTS (TASK 108) LUMP SUM \$12,000

Pape-Dawson will prepare right-of-way plats, easement plats, and legal descriptions for the referenced project. This task includes up to two rounds of rights-of-way revisions and staking the required rights-of-way and easements.

SUMMARY OF SCOPE AND FEES

I.	Topographic and Parcel Survey (Task 105)	Lump Sum	\$16,500
II.	Utility Locate (Task 504-A)	Lump Sum	\$5,500
III.	Geotechnical Investigation (Task 504-B)	Lump Sum	\$12,650
IV.	Environmental Investigation (Task 504-C)	Lump Sum	\$5,050
V.	Environmental Agency Verification (Task 504-D)	Lump Sum	\$2,550
VI.	Concept Development Thru 30% Design (Task 212)	Lump Sum	\$70,000
VII.	60%, 90%, and Final Road Design (Task 301)	Lump Sum	\$115,000
VIII.	Stormwater Management Plan (Task 223)	Lump Sum	\$7,500
IX.	Permitting (Task 303)	Lump Sum	\$10,000
X.	Right-of-Way Documents (Task 108)	Lump Sum	\$12,000
		Total	<u>\$256,750</u>

Notes:

- i. Budgets shown as hourly are estimates of the anticipated costs and will be billed on an hourly time and materials basis Not To Exceed (NTE) the estimated amount without prior written approval from the client.***
- ii. Tasks that are shown lump sum will be billed on a percent complete basis.***
- iii. Items not specifically listed in this scope of services are considered excluded.***

BASIS OF COMPENSATION

Pape-Dawson's compensation is a lump sum in the amount of **\$256,750** for the services identified above. This budget figure does not include Direct Expenses (defined below) nor/and applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services. Direct Expenses include a 15% markup on cost.

AGREEMENT

The attached Terms and Conditions are incorporated into this Proposal by reference and become part of the agreement between the Client and Pape-Dawson by execution of this Proposal. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed Proposal to us via e-mail or U.S. Mail for our records. Receipt of the executed Proposal serves as authorization for Pape-Dawson to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson’s sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be required or requested. We appreciate the opportunity to work with you on this project.

We appreciate the opportunity to work with you on this project.

Sincerely,
 Pape-Dawson Consulting Engineers, LLC

Pape-Dawson Consulting Engineers, LLC		City of Statesboro	
Signature:		Signature:	
Print Name:	David Hendrix	Print Name:	
Title:	Vice President	Title:	
Date:	June 4, 2026	Date:	
Address:	40 Joe Kennedy Blvd Statesboro, GA 30458	City of Statesboro	
Email:	david.hendrix@pape-dawson.com	Accounts Payable Contact Info	
Phone:	(912) 489-7112	Name:	
		Address	
		Email	

- Attachments:
- Pape-Dawson Consulting Engineers, LLC Terms & Conditions

Pape-Dawson Consulting Engineers, LLC
RE: City of Statesboro – Brannen Street to US Hwy 80 Improvements (the “Project”)
TERMS AND CONDITIONS

Pape-Dawson Consulting Engineers, LLC, 40 Joe Kennedy Blvd, Statesboro, Georgia 30458, hereinafter referred to as "Engineer", has agreed to provide Professional Services to City of Statesboro, hereinafter referred to as "Client," pursuant to the terms set out in a "Proposal - Scope of Services and Compensation" (the "Proposal") executed by Client and these Terms and Conditions.

ARTICLE 1: SERVICES

Engineer agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Engineer's Services nor a limitation on the Services that Engineer is to provide under this Agreement.

ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Engineer shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

ARTICLE 3: CHANGES

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to services to be performed for this Project. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Engineer is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Engineer's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should commencement of the individual tasks or services set out in the Proposal not be initiated within three (3) months of the date of execution of the Proposal by Client, Engineer reserves the right to revise the costs, fees, and scope of work for the tasks or services not yet initiated.

3.5 If after the commencement of work, Engineer's performance of the individual tasks or services is suspended at the instruction of client for a period of three (3) cumulative months, Engineer may at its sole discretion submit to client an invoice for all tasks and services performed prior to suspension, and Client shall pay that invoice within thirty (30) days after receipt. If Client fails to pay the invoice in full within thirty (30) days, Engineer may terminate this Agreement in accordance with the provisions of Article 7.1 herein.

ARTICLE 4: THE TERM

4.1 **Term.** Engineer shall be retained by Client as of the date Client executes the Proposal, Engineer shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement.

ARTICLE 5: DUTIES

5.1 **Access.** Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work; and provide any recordings, transcripts, notes, and/or minutes taken during any meetings between Client and Engineer upon request, inclusive of any artificial intelligence-generated documents. If either Client or Engineer intend to record a meeting, the recording party must first notify the other party that the meeting will be recorded, so that the other party may request any such recording or other work product created from the recording.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from the negligent acts, errors or omissions of the Engineer in the performance of the professional services under this Agreement, to the extent that the Engineer is responsible for such damages and losses on a comparative basis of fault and responsibility between the Engineer and the Client. The Engineer is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, engineer shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of engineer or any of its subcontractors. To the fullest extent permitted by law, Client and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Engineer will be at the Client's sole risk. Client agrees to indemnify the Engineer, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 **Laboratory Services.** In performing environmental services, Engineer may make use of an independent testing laboratory. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services.

5.8 **Changed Conditions.** The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer, including but not limited to suspension of Engineer's work as set out in Article 3.5 herein. Should Engineer call for contract renegotiation due to such changed conditions, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 **Opinions of Cost.** Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the basic services, the Engineer shall visit the project at appropriate intervals during construction to become generally

familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 **Subconsultants.** Engineer may employ such Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Engineer's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

Compensation. Client agrees to pay Engineer for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Engineer reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Engineer shall notify Client of any hourly billing rate adjustments when they go into effect.

Payments. Engineer will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Engineer at his office at 40 Joe Kennedy Blvd, Statesboro, Georgia 20458, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 **Sales and Use Tax.** Effective July 1, 1990, a State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Engineer the applicable Sales Tax on services and said tax is not considered a part of Engineer's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Engineers' invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Engineer all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Engineer, Client shall pay Engineer with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Engineer's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Engineer to Client shall be that of an independent contractor. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Engineer and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Engineer's total fee. In no event will Engineer, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Engineer shall not be required to sign any documents, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Execution of Documents.** The Engineer shall not be required to execute any documents subsequent to the signing of this

Agreement that in any way might, in the sole judgment of the Engineer, increase the Engineer's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in the Georgia County court where the Services are performed.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.5 **Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

10.6 **Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Engineer, Client and their respective legal representatives, successors and permitted assigns. Neither Engineer nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Engineer's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Engineer gives Client prior and specific written approval.

10.7 **Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.8 **Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for

the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.9 **No Warranty.** Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, plans, specifications, or professional advice. Engineer has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.10 **Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise Survive termination of the Services.

Location Map:

