



**February 2, 2021 9:00 am**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Phil Boyum
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 01-19-2021 Work Session Minutes
    - b) 01-19-2021 Council Minutes
    - c) 01-19-2021 Executive Session Minutes
5. Consideration of a Motion to approve an easement agreement for installation of utility infrastructure at the Kiwanis fairgrounds.
6. Consideration of a motion to approve a lease agreement to provide office space to Representative Rick Allen for an additional two years with no rent assessed.
7. Consideration of a Motion to approve **Resolution 2021-05**: A Resolution requesting approval to apply for Assistance to Firefighters Grant for the City of Statesboro, Georgia.
8. Consideration of a motion to approve **Resolution 2021-06**: A Resolution to adopt the first amendment to the City of Statesboro Schedule of Fees, Rates, and Fines for Fiscal Year 2021.
9. Consideration of a motion to award a contract to Wade Ford in the total amount of \$80,332.00 for the purchase of two F-350 trucks (\$40,166.00 each). Both trucks will be paid from GMA Lease Pool.
10. Consideration of a motion to award a contract to JC Lewis Ford for the purchase of the following vehicles:
  - a) Two Ford Explorers in the total amount of \$58,930.00 (\$29,465.00 each). One vehicle will be paid from the Fleet Fund revenue and the other will be paid from Stormwater Fund revenue.
  - b) Two Ford F-150 trucks in the total amount of \$53,752.56 (\$26,876.28 each). One truck will be paid from the Natural Gas Fund revenue and the other will be paid from Water/Sewer Fund revenue.
11. Other Business from City Council
12. City Managers Comments

13. Public Comments (General)

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

15. Consideration of a Motion to Adjourn



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CITY OF STATESBORO  
WORK SESSION MINUTES  
JANUARY 19, 2021

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Mayor & Council Work Session

50 East Main Street

4:00 PM

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A Work Session of the Statesboro City Council was held on January 19, 2021 at 4:00 p.m. in City Hall Council Chambers, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Phil Boyum, Paulette Chavers, 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 Information Officer Layne Phillips. Absent was Councilmember Venus Mack.

Mayor Jonathan McCollar called the meeting to order.

### **Quarterly Financial Report**

Director of Finance Cindy West presented the second quarter financial report of Fiscal Year 2021, reviewing the revenue and expenditures in the General Fund, Fire Service Fund, Water/Sewer Fund, Stormwater Fund, Natural Gas Fund, Solid Waste Collection Fund and the Solid Waste Disposal Fund. Ms. West also reviewed the SPLOST and TSPLOST funds from 2019 to 2020, stating that despite COVID these funds are trending more than 2019. Due to COVID, Hotel/Motel tax had a major decline mid- 2020 but is starting to rebound.

### **Schedule for parks bidding and award report**

City Manager Charles Penny reviewed with Mayor and City Council the timeline for improvements to Luetta Moore and Grady Street Parks. Discussions for park improvements started in the fall of 2019. The county engaged Wood Associates to complete a park assessment and develop recommendations for enhancing and updating the parks. Ronald Huffman with Wood presented an assessment and sketch to Mayor and City council. Later a more detailed sketch was created to reflect the discussions with council and stakeholders. A virtual open house and presentation was conducted for public input. The next step is authorizing Wood to proceed with the design work with final plans completed on January 29<sup>th</sup>. These plans will be distributed to prequalified contractors on February 1<sup>st</sup> and they will have two weeks to submit a sealed bid. A contractor award recommendation will be presented at the March 2<sup>nd</sup> City Council Meeting and a notice to proceed to be issued on March 12<sup>th</sup>.

Councilmember Phil Boyum stated he wants to see the finalized drawing with all the amended concepts before moving forward with awarding a bid.

City Manager Charles Penny stated the final concept plans will be presented at the March 2<sup>nd</sup> City Council meeting.

## **Financing Schedule for Parks**

Doug Gephart with Davenport the City's Financial Advisor reviewed with Mayor and City Council the financing timeline plan for the park improvements project. The schedule is in conjunction with the City's design and construction plans. To begin today an initial organizational meeting of the newly formed Urban Redevelopment Agency (URA) will be held to include the appointment of officers. In the balance of this month, the organization of the URA will be sent to the Department of Community Affairs to be registered. Davenport will put together a draft Request for Proposals (RFP) soliciting local, regional and national lending institutions. And the City's Bond Counsel will distribute drafts of Basic Financing Documents and Bond Resolution. On February 2<sup>nd</sup> Davenport will release the RFP and start the marketing process. On February 16<sup>th</sup> the Urban Redevelopment Agency will need to adopt a bond resolution, which sets forth parameters by which Davenport and City staff has to operate. This resolution will need to be adopted by City Council along with an Intergovernmental Agreement with the URA. February 17-18 the validation process will begin and it will have its first publication in the newspaper. February 23<sup>rd</sup> RFP's are due back to Davenport. During this time there will be negotiations with bidders and bond documents would be finalized. At the March 2<sup>nd</sup> meeting Davenport will present the RFP results along with their recommendations The Urban Redevelopment Agency will adopt a supplemental bond. Which in turn by resolution the City Council would approve this bond with the URA, in addition City Council would award a construction bid with the caveat to proceed post-closing on the financing. The next week in March 8-12 will include a bond validation hearing, a pre-closing and the closing on the Series 2021 Bond. After the closing is complete, the City will give the contractor a notice to proceed.

Councilmember Phil Boyum asked if the City has a signed MOU with the County regarding the funds they committed for the park improvements.

City Manager Charles Penny stated we do not have one but stated we will get with the County securing these funds through an MOU.

In addition, financing for these park are coming from SPLOST as long as it is funded. If in five years SPLOST it is not refunded the City will have the responsibility to repay the bond for this project whether it be from the City's General Fund or through a property tax increase.

The meeting was adjourned at 4:45 pm.



CITY OF STATESBORO  
COUNCIL MINUTES  
JANUARY 19, 2021

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

**Call to Order**

Mayor Jonathan McCollar called the meeting to order

**Invocation and Pledge**

Councilmember Shari Barr gave the Invocation and led the Pledge of Allegiance.

**ATTENDENCE**

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

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

**Public Comments (Agenda Item):** None

**Consideration of a Motion to approve the Consent Agenda**

**A) Approval of Minutes**

- a) 01-05-2021 Council Minutes
- b) 01-05-2021 Executive Session Minutes

A motion was made to approve the consent agenda.

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

**Second Reading and Consideration of a motion to approve Ordinance 2020-16: An Ordinance amending the Statesboro Code of Ordinances Chapter 18, Article XI establishing licensing and operational requirements for mobile food service units.**

A Motion was made to approve Ordinance 2020-16 amending the Statesboro Code of Ordinance, Chapter 18, Article XI establishing licensing and operational requirements for mobile food service units.

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

**Consideration of a motion to approve Resolution 2021-04: A Resolution approving application of a Community Home Investment Program (CHIP) Grant to the Georgia Department of Community Affairs and commitment of matching funds.**

A motion was made to approve Resolution 2021-04 approving application of a Community Home Investment Program (CHIP) Grant to the Georgia Department of Community Affairs and commitment of matching funds.

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

**Other Business from City Council:**

Councilmember Shari Barr recognized Mayor Jonathan McCollar and City Manager Charles Penny for working with local health officials in trying to make vaccines available to everyone in Bulloch County. Councilmember Shari Barr also recognized Public Information Officer Layne Phillips for making information available as quickly as possible including places you can be tested and places the vaccine is available. Councilmember Barr also thanks Statesboro for taking this seriously, protecting yourselves and one another.

Councilmember Phil Boyum asked, what is the status on the vaccine information we requested at the last meeting?

City manager Charles Penny stated a request was made to Ted Wynn with emergency management to add the number of persons receiving the vaccine and he is working on making that happen. Mr. Penny shared that on an earlier phone call with DPH so far our state has about 400,000 people that have been vaccinated.

Mayor Jonathan McCollar announced that on January 30<sup>th</sup> the City of Statesboro is partnering with Feed the Boro for food distribution at Statesboro High School.

**City Managers Comments**

City Manager Charles Penny updated the Mayor and City Council of the money used from the Utility, Mortgage/Rental and Small Business relief funds.

Mr. Penny stated DPH will start COVID testing at Luetta Moore Park five days a week.

In addition, we are looking for a location, possibly the St. Simmons Island area to hold the City Council Retreat on March 12-13.

Mayor Jonathan McCollar stated on January 4<sup>th</sup> he tested positive for the Corona Virus and he is extremely fortunate he had very mild symptoms. Even with mild symptoms, this is something you do not want to deal with. So, please Statesboro take every precaution to protect your family protect yourselves. The quickest way back to normalcy is to adhere to the CDC guidelines and continue to listen to the experts in the field.

**Public Comments (General): None**

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

At 5:51 pm, a motion was made to enter into Executive Session.

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

At 6:22 pm, a motion was made to exit Executive Session.

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

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

A Motion was made to appoint Debbie Vives, Karen Lambi, Lainie Jenkins, Renata Newbill-Jallow, Stacey Grant, Mike Jones, Crecy Robins, Lakesha Hill and LaShai Campbell to the Youth Commission.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Phil Boyum
<b>SECONDER:</b>	Mayor Pro Tem Paulette Chavers
<b>AYES:</b>	Boyum, Chavers, Riggs, Barr
<b>ABSENT</b>	Councilmember Venus Mack

Mayor Jonathan McCollar stated all other applicants are appointed as ex-officio members.

**Consideration of a Motion to Adjourn**

A motion was made to adjourn.

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

The meeting was adjourned at 6:23 pm

\_\_\_\_\_  
Jonathan McCollar, Mayor

\_\_\_\_\_  
Leah Harden, City Clerk



# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Cain Smith, City Attorney

**Date:** January 26, 2021

**RE:** February 2, 2021 City Council Agenda Items

**Policy Issue:** *Easement Agreement as to installation of utilities infrastructure at the Kiwanis fairgrounds*

**Recommendation:** Consideration

**Background:** City has extended utilities infrastructure down Highway 67 (Fair Road). This agreement would provide for grant of a permanent utilities easement to City through the Kiwanis fairgrounds site in exchange for the City installing 173 feet of 12" PVC water main, 8" stub with valve in box, 4" stub with valve in box, 2 additional fire hydrants, and a 12" water main stub for future expansion waiving the tap fees and engineering fees as well as the installation of Sanitary Sewer Manhole and additional 12" water main improvements.

**Budget Impact:** Estimate cost of utility extension \$29,000.00

**Council Person and District:** John Riggs- District 4

**Attachments:** Proposed easement agreement

## **AGREEMENT WITH RESPECT TO EASEMENTS**

AGREEMENT WITH RESPECT TO EASEMENT (“Contract”) is made and entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between **KIWANIS CLUB OF STATESBORO, GEORGIA, INC. a Georgia non-profit corporation**, as party of the first part, (hereinafter referred to as “Grantor”), and **MAYOR AND COUNCIL OF THE CITY OF STATESBORO**, as party of the second part, (hereinafter referred to as “Grantee”).

- 1. GRANT OF EASEMENTS:** For the consideration herein expressed and upon the terms and conditions herein contained, the Grantor agrees to grant unto the Mayor and Council of the City of Statesboro that certain Permanent Utility Easement in substantially the form as attached hereto as Exhibit “A” and that certain Temporary Construction Easement in substantially the form as attached hereto as Exhibit “B”, both Exhibits “A” and “B” incorporated herein and made a part hereof (together the “Easements”). Execution of this Agreement by the authorized officers of Grantee and Grantor shall create an unconditional obligation on the part of the Grantor to execute and deliver the Easements to the Grantee and shall further create the unconditional obligation on the part of Grantee to make the improvements for the benefit of Grantor in accordance with paragraph 2 hereof.
  
- 2. CONSIDERATION:** The consideration for the grant of the Easements by Grantor is based on the agreement that Grantee agrees to install 173 feet of 12” PVC water main, 8” stub with valve in box, 4” stub with valve in box, 2 additional fire hydrants, and a 12” water main stub for future expansion – as per sheet C 5.1 of the Plans for the Proposed Water and Sewer Improvements, Georgia Highway 67-Fair Road, Statesboro, Georgia, dated October 16, 2020, prepared by Maxwell Reddick and Associates (the “Maxwell Plans”). In addition, Grantee agrees that it will install a Sanitary Sewer Manhole on Grantor’s property within the easement area. Said Sanitary Sewer Manhole shall provide Grantor a gravity feed sanitary sewer system that provides for any future sanitary sewer installation on Grantor’s Property. This additional sewer manhole will be constructed as per sheet C 6.1 of the Maxwell Plans.
  
- 3. CLOSING:** The execution of the Easements by Grantor shall occur on or before ten (10) days after the Effective Date of this Contract.
  
- 4. CLOSING PROCEDURES:** At or following Closing:

  - (a) The Grantor shall deliver to Grantee the duly executed Easements and such further instruments as may be required by the Grantee to complete the grant of the Easements and to carry out the terms hereof.

- (b) The Grantee shall pay for any of Grantor's attorney's fees, and title curative instruments. The Grantee shall pay Grantee's attorney's fees, the survey costs for the Easements and the recording cost for the Easements.
- (c) The Grantor shall execute and deliver to the Grantee any and all other instruments as may be required in the discretion of the Grantee to vest the Easements in favor of the Grantee.
- (d) This Agreement and performance by Grantor is conditioned upon the Grantee accepting and executing the Easements and waiving the tap fees and engineering fees as well as the installation of Sanitary Sewer Manhole and additional 12" water main improvements stated in the consideration recited in Paragraph #2 hereinabove.

**5. EFFECTIVE DATE:** The date of this Agreement shall be the date on which the last party executes the same.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement under seal as of the day and year first written above.

As to the Grantor:  
**KIWANIS CLUB OF STATESBORO,  
 GEORGIA, INC.**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Signed, sealed and delivered  
 before me this the \_\_\_\_ day  
 of \_\_\_\_\_, 2021.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Notary Public

As to the Grantee:  
**MAYOR AND COUNCIL OF THE CITY OF  
STATESBORO**

By: \_\_\_\_\_

Attest: \_\_\_\_\_

Signed, sealed and delivered  
before me this the \_\_\_\_ day  
of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

EXHIBIT "A"

[ SEE PERMANENT UTILITY EASEMENT FORM ATTACHED HERETO]

EXHIBIT "B"

[ SEE TEMPORARY CONSTRUCTION EASEMENT FORM ATTACHED HERETO]

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Cain Smith, City Attorney

**Date:** January 26, 2021

**RE:** February 2, 2021 City Council Agenda Items

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

**Recommendation:** Consideration

**Background:** City has traditionally provided office space in City Hall to our Congressional representative. This lease would continue the placement of the office in City Hall through Rep Allen's current two year term in the U.S. House of Representatives

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Proposed lease agreement

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease Amendment**

(Page 1 of 2 – 117th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from January 3, 2017 to January 2, 2019 for the lease of office space located at 50 E. Main Street in the city, state and ZIP of Statesboro, GA 30458.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, \_\_\_\_\_, 2023. (This District Office Lease Amendment (“Amendment”) may not provide for an extension beyond January 2, 2023, which is the end of the constitutional term of the 117th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be -0-. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].

None.

4. **District Office Lease Attachment for 117th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 117th Congress and the District Office Lease Attachment for the 117th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]



*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease Amendment**

(Page 2 of 2 – 117th Congress)

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

CITY OF STATESBORO

REP. RICK W. ALLEN

\_\_\_\_\_  
*Print Name of Lessor/Landlord/Company*

\_\_\_\_\_  
*Print Name of Lessee*

By: \_\_\_\_\_  
*Lessor Signature*

\_\_\_\_\_  
*Lessee Signature*

Name:

Title:

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

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

**District Office Lease Attachment**  
(Page 1 of 5 – 117th Congress)

**SECTION A**  
**(Lease Amenities)**

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the Member/Member-Elect's flagship (primary) office. Except as noted below, the amenities listed are not required for all district offices.

**To be completed by the Lessor (required amenities):**

\* **High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:

\* **Interior Wiring CAT 5e or Better within Leased Space.**

**To be completed by the Lessor (optional amenities):**

Amenities are separately listed elsewhere in the Lease.  
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

Lockable Space for Networking Equipment.

Telephone Service Available.

Parking.  Assigned Parking Spaces

Unassigned Parking Spaces

General Off-Street Parking on an As-Available Basis

Utilities. Includes: Electricity, Water

Janitorial Services. Frequency: As needed

Trash Removal. Frequency: As Needed

Carpet Cleaning. Frequency: As needed

Window Washing.  Window Treatments.

Tenant Alterations Included In Rental Rate.

After Hours Building Access.

Office Furnishings. Includes: Desk, 3 chairs, small sofa, end tables, hutch, bookcase

Cable TV Accessible. If checked, Included in Rental Rate:  Yes  No

Building Manager.  Onsite  On Call Contact Name: Sterling Staring

Phone Number: 912-531-5716 Email Address: sterling.staring@statesboroga.gov

**To be completed by the Member/Member-elect (required):**

- The leased space will serve as my flagship (primary) District Office.  
 The leased space will NOT serve as my flagship (primary) District Office.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-226-0357.

## **District Office Lease Attachment**

(Page 2 of 5 – 117th Congress)

### **SECTION B (Additional Lease Terms)**

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

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.  
Copies may also be faxed to 202-226-0357.*

## **District Office Lease Attachment**

(Page 3 of 5 – 117th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

<p><i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-226-0357.</i></p>
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## **District Office Lease Attachment**

(Page 4 of 5 – 117th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

## District Office Lease Attachment

(Page 5 of 5 – 117th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

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

<u>CITY OF STATESBORO</u> <i>Print Name of Lessor/Landlord</i>	<u>REP. RICK W. ALLEN</u> <i>Print Name of Lessee</i>
By: _____ <i>Lessor Signature</i> Name: Title:	_____ <i>Lessee Signature</i>
_____ <i>Date</i>	_____ <i>Date</i>

From the Member's Office, who is the point of contact for questions? Name <u>Diane Moran</u> Phone <u>(706 ) 228-1980</u> E-mail <u>diane.moran</u> @mail.house.gov
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**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
(Administrative Counsel)

<i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-226-0357.</i>
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Timothy E. Grams  
Fire Chief

# Statesboro Fire Department

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



Jonathan M. McCollar  
Mayor

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## City Council Agenda Memorandum

**To:** Charles Penny, City Manager

**From:** Timothy E. Grams, Fire Chief

**Date:** 1-28-2021

**RE:** Submission of Application for the Assistance to Firefighters Grant (AFG).

**Policy Issue:** NA

**Recommendation:** Allow the Statesboro Fire Department to submit an application for AFG funding for projects outlined below.

**Background:** In the fall of each year the Federal Government invites fire departments from around the country to submit an application to the Assistance to Firefighters Grant (AFG). The primary goal of the AFG is to help local fire departments meet their firefighting and emergency response needs, through the awarding of monetary funds to ascertain critically needed equipment protective gear, emergency vehicles, training, programs and other resources. The AFG is a competitive process and it is the Fire Department's desire to submit an application for the three following projects in this grant period. The total for these three projects is \$151,000.00.

- 1) Continuation of the Fire Department Physician Program.
  - This program was awarded in the Department's 2019 AFG Grant in the amount of \$25,000.
  - \$35,000.00 project request.
- 2) Cascade System
  - Replacement of a 25+ year-old system
  - If approved funding would be used to purchase a new SCBA Compressor and SCBA fill station capable of filling current and future SCBA cylinders to NFPA Standards.
  - \$66,000 project request.
- 3) Station Generator for Station 2
  - Purchase of a new "full power" building generator for Station 2.
  - \$50,000 project request.



Timothy E. Grams  
Fire Chief

# Statesboro Fire Department

Proudly serving the City of Statesboro and  
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Jonathan M. McCollar  
Mayor

---

**Budget Impact:** The relevant stipulations of this grant would be a 10% cost share to be paid by the City. This would equate to \$15,100.00 if the Fire Department were awarded all three projects at the total amount of funding requested. Fire Department Staff believe that this cost can be absorbed by the Fire Department's annual budget which would require no additional allocation of funds.

**Council Person and District:** All

**Attachments:** Resolution Requesting Approval to Apply for the 2020 Assistance to Firefighters Grant (AFG).



**RESOLUTION 2021-05: A RESOLUTION REQUESTING APPROVAL TO APPLY FOR ASSISTANCE TO FIREFIGHTERS GRANT FOR THE CITY OF STATESBORO, GEORGIA**

THAT WHEREAS, the Federal Emergency Management Agency announce the availability of Assistance to Firefighter Grant, which may be utilized to aid fire departments with needs associated with fire service delivery within their communities; and

WHEREAS, the Federal Emergency Management Agency could award the City of Statesboro up to \$151,000.00 with a ten percent (10%) cost share or equivalent in-kind expenditure.

WHEREAS, this grant allows the expenditures of the grant funds over a twelve (12) month period and is reimbursed to the funded agency.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 2<sup>nd</sup> day of February, 2021 hereby authorizes the application for the 2020 Assistance to Firefighter Grant.

BE IT FURTHER RESOLVED that the funding will be through the City of Statesboro Fire Department budget for expenditures from this grant.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute all documents related to the application of said grant.

Adopted this 2<sup>nd</sup> day of February, 2021.

CITY OF STATESBORO, GEORGIA

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By: Jonathan M. McCollar, Mayor

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Attest: Leah Harden, City Clerk

RESOLUTION 2021-06: A RESOLUTION TO ADOPT THE FIRST AMENDMENT TO THE CITY OF STATESBORO SCHEDULE OF FEES, RATES, AND FINES FOR FISCAL YEAR 2021.

THAT WHEREAS, the City Council viewed and approved the City of Statesboro Schedule of Fees, Rates, and Fines that incorporates all departments inclusive for Fiscal Year 2021.

WHEREAS, it is required by the departments to uphold the policy and pricing as laid out within the document as the standard.

WHEREAS, the Mayor and City Council have reviewed a proposed First Amendment to the Schedule of Fees, Rates, and Fines from the City Manager that includes proposed rates and penalties for Mobile Food Services.

WHEREAS, the Mayor and City Council wish to adopt this First Amendment for Fiscal Year 2021;

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

Section 1. That the proposed changes to the Schedule of Fees, Rates, and Fines, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the First Amendment for the City's Fiscal Year 2021 Schedule of Fees, Rates, and Fines..

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

Adopted this 2nd day of February, 2021.

CITY OF STATESBORO, GEORGIA

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By: Jonathan M. McCollar, Mayor

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Attest: Leah Harden, City Clerk

**ATTACHMENT #1**

**FY 2021 FIRST SCHEDULE OF FEES, RATES AND FINES AMENDMENT**

Page 4: Mobile Food Service Business License \$200.00  
Mobile Food Service Location Permit 25.00

Violations of the Mobile Food Service Ordinance:

First Violation 250.00

Second Violation within the 12 months following the first violation 350.00

Third violation within 12 month following the first violation 500.00 and  
revocation of the mobile food service location approvals



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2021

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2020 (Adopted)</u>	<u>FY 2021 (Adopted)</u>	<u>Last Known Increase</u>
Class 2d, Low Volume	City Ordinance Sec 6-4 ( c ) 2	\$750.00	\$750.00	October 15, 2019
Class 2e, Pub	City Ordinance Sec 6-4 ( c ) 2	\$5,600.00	\$5,600.00	October 15, 2019
Class 2f, Restaurant	City Ordinance Sec 6-4 ( c ) 2	\$2,800.00	\$2,800.00	October 15, 2019
Class 3, Licensed Alcoholic Beverage Caterer	City Ordinance Sec 6-4 ( c ) 3	\$200.00	\$200.00	July 1, 2016
Class 4, Brewer, Manufacturer of Malt Beverages Only	City Ordinance Sec 6-4 ( c ) 4	\$1,750.00	\$1,750.00	July 1, 2016
Class 5, Broker	City Ordinance Sec 6-4 ( c ) 5	\$1,750.00	\$1,750.00	July 1, 2016
Class 6, Importer	City Ordinance Sec 6-4 ( c ) 6	\$1,750.00	\$1,750.00	July 1, 2016
Class 7, Manufacture of Wine Only	City Ordinance Sec 6-4 ( c ) 7	\$1,750.00	\$1,750.00	July 1, 2016
Sunday Sales Permit	City Ordinance Sec 6-5 ( d )	\$300.00	\$300.00	July 1, 2016
Temporary Special Events Permit	City Ordinance Sec 6 ( d ) ( 3 ) ( b )			
City Licensed Caterer	City Ordinance Sec 6 ( d ) ( 3 ) ( b )		\$100.00 (Day 1)	
All other Applicants	City Ordinance Sec 6 ( d ) ( 3 ) ( b )		\$200.00 (Day 2)	
Additional Days	City Ordinance Sec 6 ( d ) ( 3 ) ( a )		\$50.00 (per day)	
In Room Service Permit	City Ordinance Sec 6-5 ( q )	\$150.00	\$150.00	July 1, 2016
Event Permit for Caterers (Per Event)	City Ordinance Sec 6-5 ( p )	\$15.00	\$15.00	July 1, 2016
Alcohol Beverage Control Security Permit (Obtained at Statesboro Police Dept.)		\$50.00	\$50.00	July 1, 2015
Penalty Fee for Renewal Applications				
Applications filed after May 1 but before May 16	City Ordinance Sec 6-5 ( I )	\$200.00	\$200.00	July 1, 2015
Applications filed after May 16 but before June 1	City Ordinance Sec 6-5 ( I )	\$300.00	\$300.00	July 1, 2015
Applications filed after June 1 * Percent applied	City Ordinance Sec 6-5 ( I )			July 1, 2015
Note:				
* 20% of Annual License Fee but not less than \$500.00 whichever is greater.				
Criminal Background Check Fee for Alcohol License	GAPS GA Applicant Proc Serv	\$51.00 GAPS	\$51.00 GAPS	> 10 Years
Application Fee for Business License (Occupational Tax Certificate)	City Ordinance Sec 18-102	\$40.00	\$40.00	July 1, 2015
Business License Fee ( Permit for Employee)	City Ordinance Sec 18-104	\$20.00	\$20.00	> 10 Years
Business License Flat Fee ( for all businesses)	City Ordinance Sec 18-104	\$95.00	\$95.00	July 1, 2015
Mobile Food Service Business License	City Ordinance 18-309 ( c )		\$200.00	January 19, 2021
Mobile Food Service Location Permit	City Ordinance 18-309 ( c ) ( 10 )		\$25.00	January 19, 2021
Penalties for Violations of Mobile Food Service Ordinance:				
First Violation	City Ordinance 18-315 ( d ) ( 1 )		\$250.00	January 19, 2021
Second Violation within the 12 months following the first violation	City Ordinance 18-315 ( d ) ( 2 )		\$350.00	January 19, 2021
Third Violation within the 12 months following the first violation and revocation of the mobile food service location approvals	City Ordinance 18-315 ( d ) ( 3 )		\$500.00	January 19, 2021
Special Event Permit	City Ordinance Sec 6-8 ( 2 )	\$50.00	\$50.00	July 1, 2015
Distance Waiver Application Fee	City Ordinance Sec 6-5 ( o )	\$150.00	\$150.00	July 1, 2015
Temporary Vendors Lic. Application Fee (Street vendors, seasonal, garage sales)	City Ordinance Sec 18-2	\$40.00	\$40.00	July 1, 2015
Practitioners of Professions and Occupations -Occupation Tax	City Ordinance Sec 18-105	\$400.00	\$400.00	> 9 Years
Violation of Businesses who Fail or Refuse To Pay Occupation Tax	City Ordinance Sec 18-114 ( d )	\$500.00	\$500.00	> 9 Years
Taxi Cab Vehicle for Hire Regulatory Fee	City Ordinance Sec 18-103 ( a ) ( 1 )	\$80.00	\$80.00	July 1, 2015
Pawn Shop License Fee	City Ordinance Sec 18-62	\$250.00	\$250.00	July 1, 2014
Pawn Shop Additional Location Fee	City Ordinance Sec 18-62	\$250.00	\$250.00	July 1, 2014
Pawn Shop Regulatory Fee	City Ordinance Sec 18-103 ( 6 ) ( a )	\$60.00	\$60.00	July 1, 2015

# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** Charles Penny, City Manager  
Jason Boyles, Assistant City Manager  
**From:** Darren Prather, Central Services, Director  
**Date:** February 2, 2021  
**RE:** Recommendation: Bid Award—Vehicles-Engineering, Fleet Maintenance Motor pool, Fleet Maintenance Supervisor, Street, Natural Gas and Waste Water Dept.

### Recommendations:

We recommend the bid award for the purchase of vehicles be awarded as follows:

1. (2) Ford F350 SRW 4X4	\$40,166.00 ea.	Total \$80,332.00	Wade Ford
2. (2) Ford Explorer Base 4WD	\$29,465.00 ea.	Total \$58,930.00	JC Lewis Ford
3. (2) Ford ½ Ton Extra Cab 4X2 Short Bed	\$26,876.28 ea.	Total \$53,752.56	JC Lewis Ford

These submitted bids represent the lowest responsible bid for each vehicle. The 3% local preference policy was applied.

### Background:

These vehicles were advertised and bid out and advertised per our purchasing ordinance requirements. On the following page, is a listing of all submitted sealed bids. These vehicles are intended for the following departments and included are the CIP numbers complete with the amounts budgeted for these vehicles.

<u>Vehicles</u>	<u>CIP #</u>	<u>Budgeted Amts.</u>
1. Qty. 1; Ford F350 SRW 4x4 increase from 2020 model year	CIP STS-74	\$40,166.00 (\$166 over budget due to 4% factory
2. Qty. 1; Ford F350 SRW 4x4 increase from 2020 model year.)	CIP PRK-11	\$40,166.00 (\$166 over budget due to 4% factory
3. Qty. 1; Ford Explorer Base 4 WD	CIP STM-7	\$29,465.00
4. Qty. 1; Ford Explorer Base 4 WD	CIP FMD-37	\$29,465.00
5. Qty. 1; Ford ½ Ton Super Cab Short Bed	CIP NGD 67	\$26,876.28
6. Qty. 1; Ford ½ Ton Super Cab Short Bed	CIP WTP-4	\$26,876.28

**Council Person and District:** All

**Attachments:** Spreadsheet—All Submitted Bids