



**February 16, 2021 5:30 pm**

**State of the City Address by: Mayor Jonathan McCollar**

1. Call to Order by Mayor Jonathan McCollar
2. Pledge of Allegiance led by Mayor Pro Tem Paulette Chavers
3. Recognitions/Public Presentations:
  - A) Presentation of a proclamation recognizing Arbor Day.
  - B) Presentation by the Georgia Forestry Commission recognizing the City's participation in the Tree City USA program.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 02-2-2021 Council Minutes
    - b) 02-02-2021 Executive Session Minutes
6. Public Hearing and Consideration to approve First Reading of **Ordinance 2021-01**: An Ordinance amending the Statesboro Code of Ordinances Chapter 38-26 adding the International Property Maintenance Code to applicable codes for determination of nuisance.
7. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 21-01-02**: Matthew Lovett requests a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the O (Office) zoning district for 3.2 acres of property located at 16303 Highway 80 West to establish a mortuary (Tax Parcel MS37000023A000).
8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 21-01-03**: Beyond JPR Properties requests a Zoning Map Amendment from the HOC (Highway Oriented Commercial) zoning district to the R4 (High-Density Residential) zoning district for 0.848 acres of property located at 231 South Main Street & 232 South Walnut Street to develop multi-family residential housing (Tax Parcels S19 000018 000 & S19 000020 000).

9. Public Hearing and Consideration of a Motion to Approve: **APPLICATION V 21-01-04**: Beyond JPR Properties requests a variance from Article VII, Section 703(B) 1 of the Statesboro Zoning Ordinance to allow for the construction of an additional 12 dwelling units on the property located at 231 S Main Street & 232 S Walnut Street (Tax Parcels S19 000018 000 & S19 000020 000).
10. Consideration of a Motion to approve an Intergovernmental Agreement with Bulloch County committing SPLOST funds for improvements to Grady Street and Luetta Moore parks.
11. Consideration of a Motion to Approve **Resolution 2021-07**: A Resolution to authorize reimbursement of City incurred capital costs undertaken prior to closing on Parks Improvements bond from the proceeds of the bond.
12. Consideration of a Motion to Approve **Resolution 2021-08**: A Resolution authorizing bond issuance by the Urban Redevelopment Agency.
13. Consideration of a motion to approve an Intergovernmental Contract between City and Urban Redevelopment Agency regarding the issuance of a bond to finance improvements to Luetta Moore and Grady Street parks.
14. Consideration of a Motion to Approve **Resolution 2021-09**: A Resolution requesting approval to apply for the 2021 Firehouse Subs Public Safety Foundation Grant for the City of Statesboro, Georgia
15. Consideration of a Motion to Approve **Resolution 2021-10**: A Resolution requesting approval to apply for the 2020 Fire Prevention and Safety Grant for the City of Statesboro, Georgia
16. Consideration of a motion to award a contract to Y-Delta Inc. in the amount of \$512,869.00 for the purchase and installation of a CNG fueling station and approval not to exceed \$684,000.00 in total expenditures to perform other related improvements. Funds are approved in the FY2021 CIP Budget, Item# NGD-58.
17. Consideration of a motion to award a contract to JC Lewis Ford for the purchase of two Ford F150 Pickup Trucks in the total amount of \$49,548.56 (\$24,774.28 each). Both vehicles will be paid from GMA Lease Pool.
18. Consideration of a motion for award of contract to American Signal for the purchase of three (3) Advantage-S LED Portable Trailer Mounted Message Signs per the Houston-Galveston Area Council (H-GAC) purchasing cooperative contract in the amount of \$40,000.00. This equipment will be paid from TSPLOST funds.
19. Other Business from City Council
20. City Managers Comments

21. Public Comments (General)
22. 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)
23. Consideration of a Motion to Adjourn

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** John Washington, Public Works / Engineering Director

**Date:** February 5, 2021

**RE:** Arbor Day Proclamation and Tree City USA Recognition

**Policy Issue:** Tree Board Request

### **Recommendation:**

The Statesboro Tree Board requests two items on the February 16, 2021 city council meeting agenda for a proclamation recognizing Arbor Day 2021 in the City of Statesboro and recognition of the City of Statesboro's participation in the Tree City USA program. Tree Board Chairman, Wesley Parker, has requested that members of the Tree Board accept the proclamation and has indicated that Georgia Forestry Urban Forester, Alex Ballard, will present the Mayor and Tree Board with a Tree City USA flag.

### **Background:**

The Statesboro Tree Board seeks to promote a healthy urban forest within the City of Statesboro. Two initiatives of the tree board are recognition, promotion and participation in an annual Arbor Day program and participation in the Tree City USA program through the Arbor Day Foundation.

### **Budget Impact:**

None

### **Council Person and District:**

N/A (citywide)

### **Attachments:**

Arbor Day Proclamation

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

## **ARBOR DAY**

WHEREAS, In 1872, J Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, The holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

NOW THEREFORE, I, Jonathan McCollar, Mayor of the City of Statesboro, do hereby proclaim February 19<sup>th</sup>, 2021 as

## **ARBOR DAY**

in the City of Statesboro, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this 16th day of February in the Year 2021

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Jonathan McCollar, Mayor



CITY OF STATESBORO  
COUNCIL MINUTES  
FEBRUARY 2, 2021

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

**Call to Order**

Mayor Jonathan McCollar called the meeting to order

**Invocation and Pledge**

Councilmember Phil Boyum gave the Invocation and led the Pledge of Allegiance.

**ATTENDANCE**

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	
Paulette Chavers	Mayor Pro Tem	Present	
Venus Mack	Councilmember	Present	
John Riggs	Councilmember	Present	
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) 01-19-2021 Work Session Minutes
- b) 01-19-2021 Council Minutes
- c) 01-19-2021 Executive Session Minutes

A motion was made to approve the consent agenda.

**RESULT:**

Approved (Unanimous)

**MOVER:**

Mayor Pro Tem Paulette Chavers

**SECONDER:**

Councilmember Venus Mack

**AYES:**

Boyum, Chavers, Mack, Riggs, Barr

**ABSENT**

**Consideration of a motion to approve an Easement Agreement for installation of utility infrastructure at the Kiwanis Fairgrounds.**

A Motion was made to approve an Easement Agreement for installation of utility infrastructure at the Kiwanis Fairgrounds.

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

**Consideration of a motion to approve a Lease Agreement to provide office space to Representative Rick Allen for an additional two years with no rent assessed.**

A motion was made to approve a Lease Agreement to provide office space to Representative Rick Allen for an additional two years with no rent assessed.

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

**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.**

A motion was made to approve Resolution 2021-05 approval to apply for Assistance to Firefighters Grant for the City of Statesboro, Georgia.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember John Riggs
<b>SECONDER:</b>	Councilmember Venus Mack
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

**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.**

A motion was made to approve Resolution 2021-06 adopting the first amendment to the City of Statesboro Schedule of Fees, Rates, and Fines for Fiscal Year 2021.

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

**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.**

A motion was made to award a contract to Wade Ford in the total amount of \$80,332.00 for the purchase of two F-350 trucks.

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

**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.**

A motion was made to award a contract to JC Lewis Ford for the purchase of two Ford Explorers in the total amount of \$58,930.00 and two Ford F-150 trucks in the total amount of \$53,752.56.

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



**Other Business from City Council:**

Councilmember John Riggs announced Bulloch County was created February 8, 1796.

Councilmember Shari Barr reported that the food distribution last Saturday went very smoothly and that folks were very appreciative.

**City Managers Comments**

City Manager Charles Penny stated one of the items in the last FYI packet included a recommendation for relocation of the employee clinic from Brampton Avenue to Joe Brannen Hall. The clinic serviced the City of Statesboro and a local private sector employer but now it is just the City of Statesboro. We cannot justify the expenditure nor can we have someone there five days a week eight hours a day. However, if we can take the rent out of it, it would be feasible to have a site the City owns. There will still be a lot more planning involved but before we get to far into it we need some reaction from the Council regarding the use of Joe Brannen Hall for the clinic site. The clinic is important to our employees and their dependents and it helps save the City money.

The next item is regarding the discontinuation of the City’s Wellness Program. This program dates back to 2015 it allowed for employees to receive generic drugs free. This type of program needs to be reviewed and renewed every year however; it has not been consistently managed. Therefore, as of the beginning of this year any employee receiving generic drugs will be paying a copay.

**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 9:19 am, a motion was made to enter into Executive Session.

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

At 10:07 am, a motion was made to exit Executive Session.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember
<b>SECONDER:</b>	Councilmember
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

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

**Consideration of a Motion to Adjourn**

A motion was made to adjourn.

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

The meeting was adjourned at 10:07 am

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

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

# 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  
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Leah Harden, City Clerk  
Cain Smith, City Attorney

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

## MEMORANDUM

January 26, 2021

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

**FR:** Kathleen Field, Director of Planning and Development

**RE:** February 16, 2021 City Council Agenda Item

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**Policy Issue:** Consideration of Revision of City Ord 38-26 adding International property Maintenance Code to applicable codes for determination of nuisance.

**Recommendation:** Public Hearing and First Reading of amendment to the Statesboro Code of Ordinances Chapter 38 – 26 establishing additional property maintenance requirements for code compliance purposes.

**Background:** At the October 20, 2020 Work Session of the City Council, a presentation was given highlighting the differences between the existing “Nuisance” Code currently used by the Code Compliance Division and the proposed International Property Maintenance Code (IPMC) with the recommendation that the IPMC be considered for adoption by the City Council. Since the proposed code delineates a more specific approach to the code compliance effort, it was agreed that sufficient public notice and education be undertaken in advance and that this item be brought back to the City Council for formal consideration at the February 16, 2021 meeting.

As a result, Public Information Meetings were held on November 18, 2020 and January 13, 2021 in the City Council Chambers. A presentation explaining the difference between the existing and proposed codes was given by city staff. Additionally, Code Compliance Officers were in attendance to answer specific questions; and, copies of both ordinances, existing and proposed, were made available to attendees.

Since the Code is generic and used by different municipalities/counties within the State, specific local responses are required for inclusion within certain sections. Accordingly, the following insertions are proposed:

Section 101.1: City of Statesboro, Georgia (name of the locality)

Section 103.5: City of Statesboro Schedule of Rates, Fees and Fines (fees for services performed by the department are referenced for insertion)

Section 112.4: Section 5-3 of the City Charter (amount of fines attributed to non-compliance to a stop work order is referenced in this section of the City Charter)

Section 302.4: 12" (weeds or plant growth shall not exceed this height)

Sec. 304.14: April 1<sup>st</sup> to October 31<sup>st</sup> (dates whereby insect screens are required)

Sec. 602.3: October 1<sup>st</sup> to May 1<sup>st</sup> (heat supply for habitable unit maintained at minimum temperature of 68 degrees)

Sec. 602.4: October 1<sup>st</sup> to May 1<sup>st</sup> (heat supply for work space maintained at minimum temperature of 65 degrees)

**Budget Impact:** None

**Council Member District:** All

**Attachment:** Proposed 2015 International Property Maintenance Code

**Ordinance 2021-01:**

**Chapter 38 ENVIRONMENT**

**Article II. – NUISANCES**

**Sec. 38-26. - DEFINITIONS**

The following definitions shall apply in the enforcement and application of this chapter:

(1)Applicable codes means:

a. Any optional housing or abatement standard provided in O.C.G.A. tit. 8, ch. 2, as adopted by ordinance or operation of law, or other property maintenance standards as adopted by ordinance or operation of law, or general nuisance law, relative to the safe use of real property;

b. Any fire or life safety code as provided for in O.C.G.A. tit. 25, ch. 2;

c. Any building codes adopted by local ordinance prior to October 1, 1991, or the minimum standard codes provided in O.C.G.A. tit. 8, ch. 2 after October 1, 1991, provided that such building or minimum standard codes for real property improvements shall be deemed to mean those buildings or minimum standard codes in existence at the time such real property improvements were constructed unless otherwise provided by law; and

d. The International Property Maintenance Code of 2015 or any future versions thereof as amended and adopted by the Georgia Department of Community Affairs with the following City specific provisions:

Section 101.1. City of Statesboro, Georgia

Section 103.5. City of Statesboro Schedule of Rates, Fees and Fines

Section 112.4. Section 5-3 of City Charter

Section 302.4. 12”

Section 304.14. April 1st to October 30th

Section 602.3. October 1st to May 1st

Section 602.4. October 1st to May 1st

# CITY OF STATESBORO

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Paulette Chavers, District 2  
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Jonathan M. McCollar, Mayor  
Charles Penny, City Manager  
Leah Harden, City Clerk  
I. Cain Smith, City Attorney

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

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

**From:** Justin Williams, City Planner II

**Date:** February 4, 2021

**RE:** February 16, 2021 City Council Agenda Items

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

**Recommendation:** Staff recommends approval of the Zoning Map Amendment requested by RZ 21-01-02 with conditions.

**Background:** Matthew Lovett requests a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the O (Office) zoning district for 3.2 acres of property located at 16303 Highway 80 West to establish a mortuary (Tax Parcel MS37000023A000).

**Budget Impact:** None

**Council Person and District:** Chavers (District 2)

**Attachments:** Development Services Report (RZ 21-01-02)



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

P.O. Box 348  
 Statesboro, Georgia 30458

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

**RZ 21-01-02**  
**ZONING MAP AMENDMENT REQUEST**  
**16303 Highway 80 West**

<b>LOCATION:</b>	16303 Highway 80 West
<b>EXISTING ZONING:</b>	CR (Commercial Retail)
<b>ACRES:</b>	3.2 Acres
<b>PARCEL TAX MAP #:</b>	MS37000023A000
<b>COUNCIL DISTRICT:</b>	District 2 (Chavers)
<b>EXISTING USE:</b>	Event Center (Robbins Nest)
<b>PROPOSED USE:</b>	Lovett Funeral Home



**PETITIONER**                 Matthew Lovett  
**ADDRESS**                    P.O. Box #373, Statesboro, GA 30459

**REPRESENTATIVE**    Same as Above  
**ADDRESS**

<b>PROPOSAL</b>
<p>The applicant requests a zoning map amendment from the CR (Commercial Retail) zoning district to the O (Office) zoning district in order to allow for the conversion of an event space to a local funeral home. Historically, the property has served as an event venue for weddings, parties, etc. known as the “Robbins Nest.”</p>
<b>PLANNING COMMISSION RECOMMENDATION</b>
<p><b>RZ 21-01-02 CONDITIONAL APPROVAL</b></p>

Case # RZ 21-01-02

16303 Highway 80 West  
Parcel: MS37000023A000

# Location Map

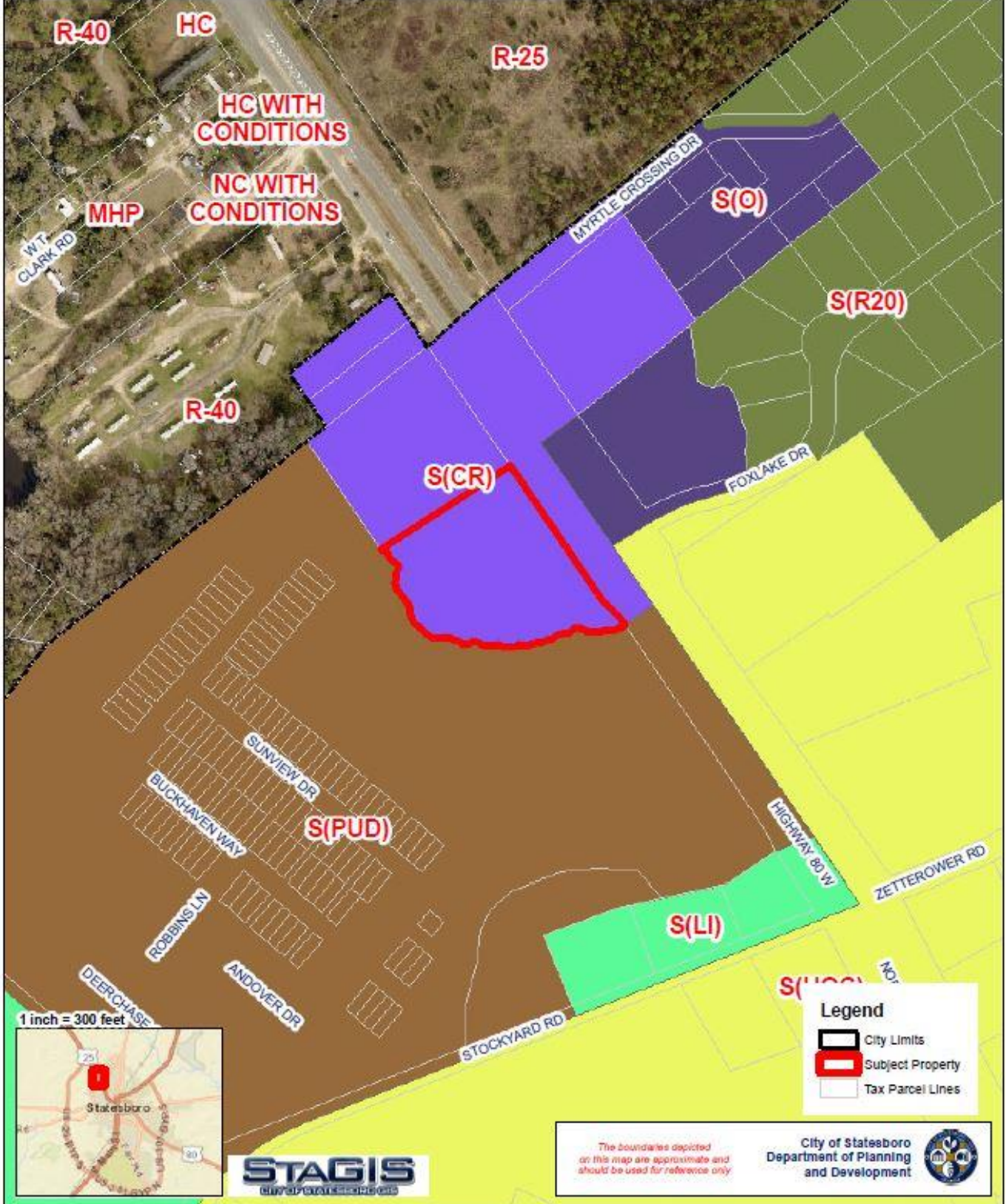




Case # RZ 21-01-02

16303 Highway 80 West  
Parcel: MS37000023A000

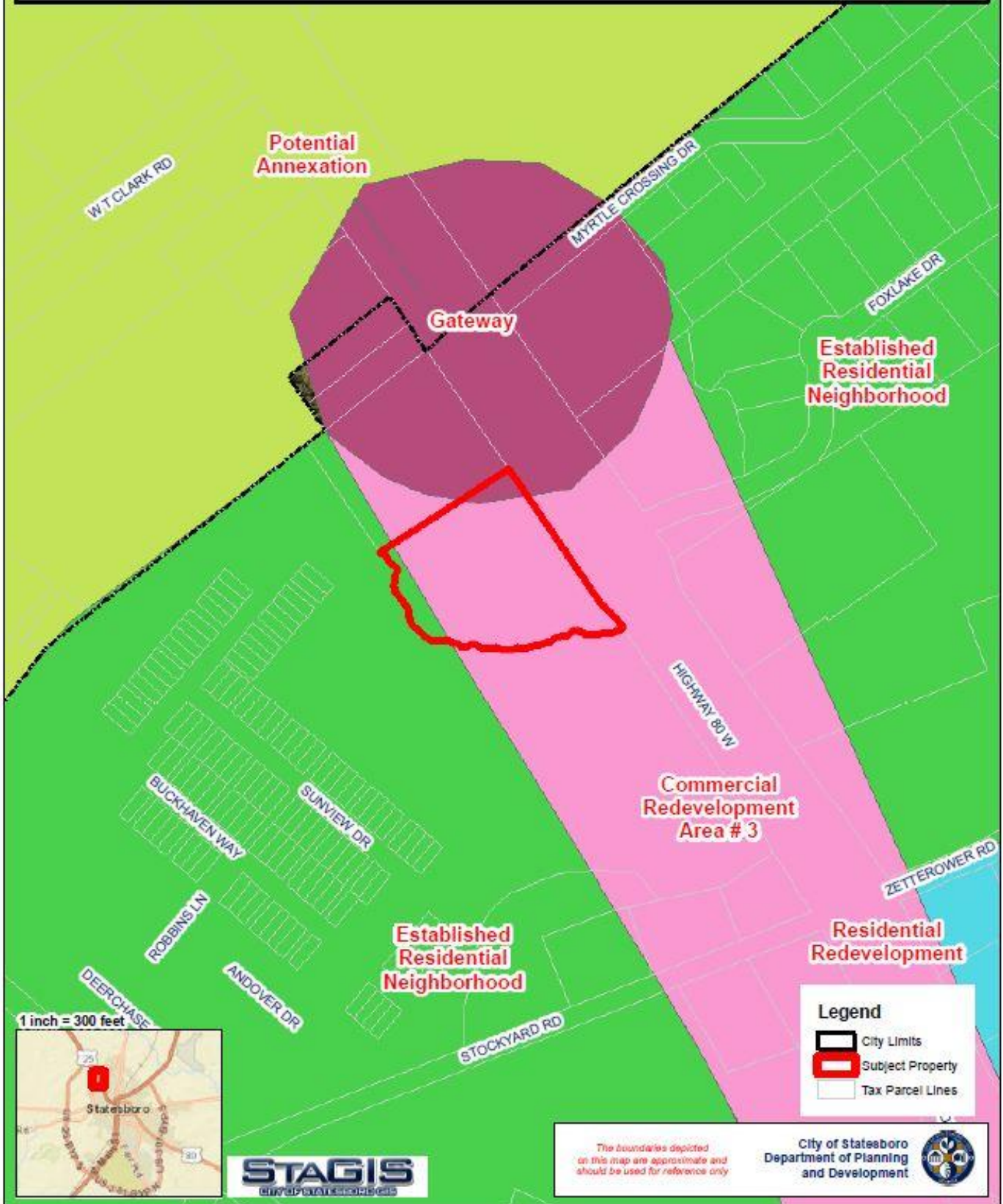
# Existing Use Map



Case # RZ 21-01-02

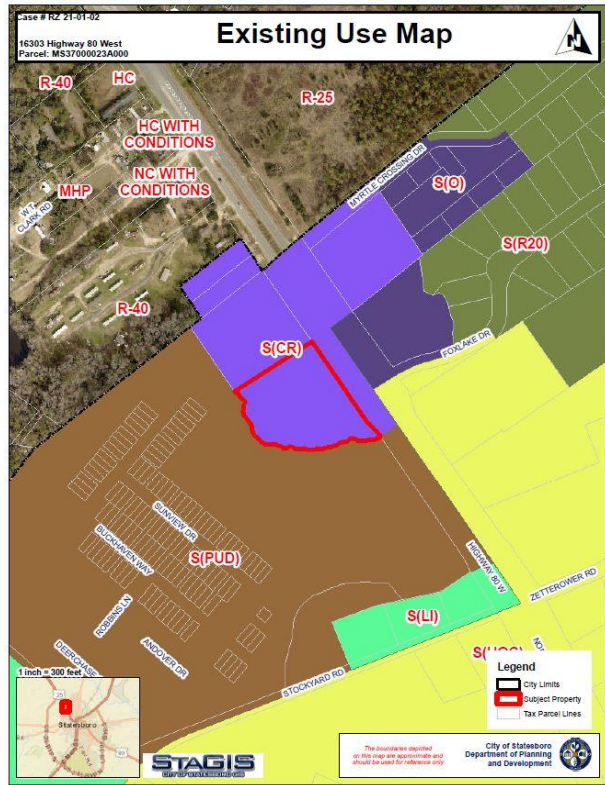
16303 Highway 80 West  
Parcel: MS37000023A000

# Future Landuse Plan Map



## Aerial View of Proposed Site w/Parking





**SURROUNDING LAND USES/ZONING**

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> CR (Commercial Retail)	Vacant Land
Northeast	<b>Location Area #2:</b> CR (Commercial Retail)	Vacant Land
East	<b>Location Area #3:</b> O (Office)	CPA Office
North West	<b>Location Area #4:</b> R-40 – Single-Family Residential (County Zoning)	Trailer Park
Southeast	<b>Location Area #5:</b> HOC (Highway Oriented Commercial)	Heavy Equipment Rentals
South	<b>Location Area #7:</b> PUD (Planned Unit Development)	Cobblestone Subdivision
Southwest	<b>Location Area #8:</b> PUD (Planned Unit Development)	Cobblestone Subdivision
West	<b>Location Area #9:</b> PUD (Planned Unit Development)	Cobblestone Subdivision

## **SUBJECT SITE**

The subject site is a currently existing event center on 3.2 acres. The building structure in place has no significant pending changes, and has an existing lake separating it from the Cobblestone subdivision. The site has sufficient entry and exit onto Highway 80, with two gated entryways.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Commercial Redevelopment Area #3” character area, which is located in an area that may be in decline, but is meant to maintain a lower density and greenspace. These areas are also meant to be sensitive to the natural features of an area.

## **ENVIRONMENTAL SITE ANALYSIS**

There are no wetlands on the property. There is a lake to the South and Southwest of the property which provides significant buffer from the adjacent property. This area is not in a flood zone.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

This site has access to City of Statesboro utilities. There will be no proposed increase in the usage of facilities to this site. It is not projected that this site will cause a significant increase in traffic to the area, outside of sporadic funeral services, which may be mitigated with police escort.

## **ZONING MAP AMENDMENT STANDARDS OF REVIEW**

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

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

1. **Existing uses and zoning or [of] property nearby.**
  - There is an adjacent lot zoned Office in the area, but the majority of the surrounding area is a mix of residential development and vacant/unusable land.
2. **The extent to which property values are diminished by the particular zoning restrictions**
  - It is staff’s opinion that the proposal will not adversely affect the use of the surrounding properties. The proposal is not expected to have an adverse effect on the property values of the area.
3. **The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
  - It is Staff’s opinion that the zoning for the property will have no adverse impact on the value of the surrounding properties.

- 4. The relative gain to the public, as compared to the hardship imposed upon the property owner.**
  - The property owner cannot at this time conduct the proposed type of work. There is no crematorium on site, and the use is passive compared to more intense commercial uses.
- 5. The suitability of the subject property for the zoned purposes.**
  - There is no indication that the subject property is not suitable for the requested zoning.
- 6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
  - The property has recently been utilized as an event center.
- 7. The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in the adjacent areas; and**
  - Any significant future phases or changes to this proposal must first be reviewed and approved by City Council. No other impacts are likely due to the surrounding, and proposed uses.
- 8. Consistency with other governmental land use, transportation, and development plans for the community.**
  - The proposed use is consistent with the subject site's character area ("Commercial Redevelopment Area #3") as stated in the *2019 – 2029 Comprehensive Master Plan*. The proposed use does not generally cause negative effects to the surrounding area's character, uses and zones. The subject site is located near a gateway to the City and abuts multiple low intensity uses.

### **STAFF/PLANNING COMMISSION RECOMMENDATION**

Staff recommends **Approval of RZ 21-01-02**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Zoning Map Amendment does not grant the allowance for any structural changes to be made onto the building without approval from the City.
- (2) Parking shall be provided at a ratio of 1 parking space for every 4 seats located within the chapel of the mortuary, and shall be subject to an approved parking plan.

At the regularly scheduled meeting of the Planning Commission on February 2, 2020, the commission recommended approval of **RZ 21-01-02** with a 5-0 vote.

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, City Planner II

**Date:** February 4, 2021

**RE:** February 16, 2021 City Council Agenda Items

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

**Recommendation:** Staff recommends approval of the variance requested by RZ 21-01-03 with conditions.

**Background:** Beyond JPR Properties requests a Zoning Map Amendment from the HOC (Highway Oriented Commercial) zoning district to the R4 (High-Density Residential) zoning district for 0.848 acres of property located at 231 South Main Street & 232 South Walnut Street to develop multi-family residential housing (Tax Parcels S19 000018 000 & S19 000020 000).

**Budget Impact:** None

**Council Person and District:** Chavers (District 2)

**Attachments:** Development Services Report (RZ 21-01-03 & V 21-01-04)



# CITY OF STATESBORO

## COUNCIL

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John Riggs, District 4  
Shari Barr, District 5



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

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

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

**From:** Justin Williams, City Planner II

**Date:** February 4, 2021

**RE:** February 16, 2021 City Council Agenda Items

**Policy Issue:** *Statesboro Zoning Ordinance: Special Exception Request*

**Recommendation:** Staff recommends approval of the variance requested by **21-01-04** with conditions.

**Background:** Beyond JPR Properties requests a variance from Article VII, Section 703(B) 1 of the Statesboro Zoning Ordinance to allow for the construction of an additional 12 dwelling units on the property located at 231 S Main Street & 232 S Walnut Street (Tax Parcels S19 000018 000 & S19 000020 000).

**Budget Impact:** None

**Council Person and District:** Chavers (District 2)

**Attachments:** Development Services Report (RZ 21-01-03 & V 21-01-04)



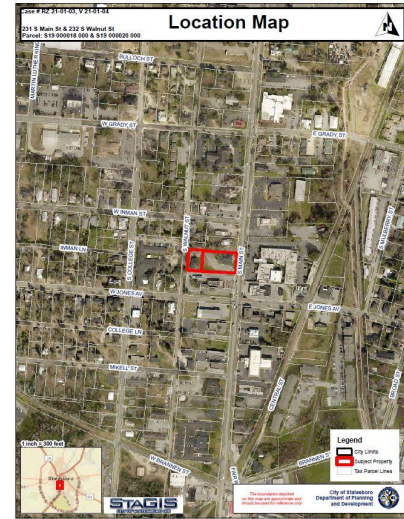
City of Statesboro-Department of Planning and Development  
**ZONING SERVICES REPORT**

P.O. Box 348  
 Statesboro, Georgia 30458

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

**RZ 21-01-03, V 21-01-04  
 ZONING MAP AMENDMENT & VARIANCE REQUEST  
 231 S Main Street/232 S Walnut Street**

<b>LOCATION:</b>	231 S Main St/232 S Walnut St
<b>EXISTING ZONING:</b>	HOC (Highway Oriented Commercial)
<b>ACRES:</b>	0.848 Acres
<b>PARCEL TAX MAP #:</b>	S19 000018 000 & S19 000020 000
<b>COUNCIL DISTRICT:</b>	District 2 (Chavers)
<b>EXISTING USE:</b>	Apartment Building
<b>PROPOSED USE:</b>	Apartment Building Complex



**PETITIONER**                Beyond JPR Properties LLC  
**ADDRESS**                 107 N Reino #232, Newbury Park, CA 91320

**REPRESENTATIVE**    Jamey Cartee  
**ADDRESS**

<b>PROPOSAL</b>
The applicant requests a zoning map amendment from the HOC (Highway Oriented Commercial) zoning district to the R-4 (High-Density Residential) zoning district, in order to construct two additional apartment buildings on the site. The applicant also requests a variance from Article VII, Section 703 (B) 1, in order to exceed the units per developable acre in the R-4 (High-Density Residential) zoning district, to allow for the placement of an additional 12 units on the property.
<b>PLANNING COMMISSION RECOMMENDATION</b>
<b>RZ 21-01-03 &amp; V 21-01-04 CONDITIONAL APPROVAL</b>

Case # RZ 21-01-03, V 21-01-04

231 S Main St & 232 S Walnut St  
Parcel: S19 000018 000 & S19 000020 000

# Location Map



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

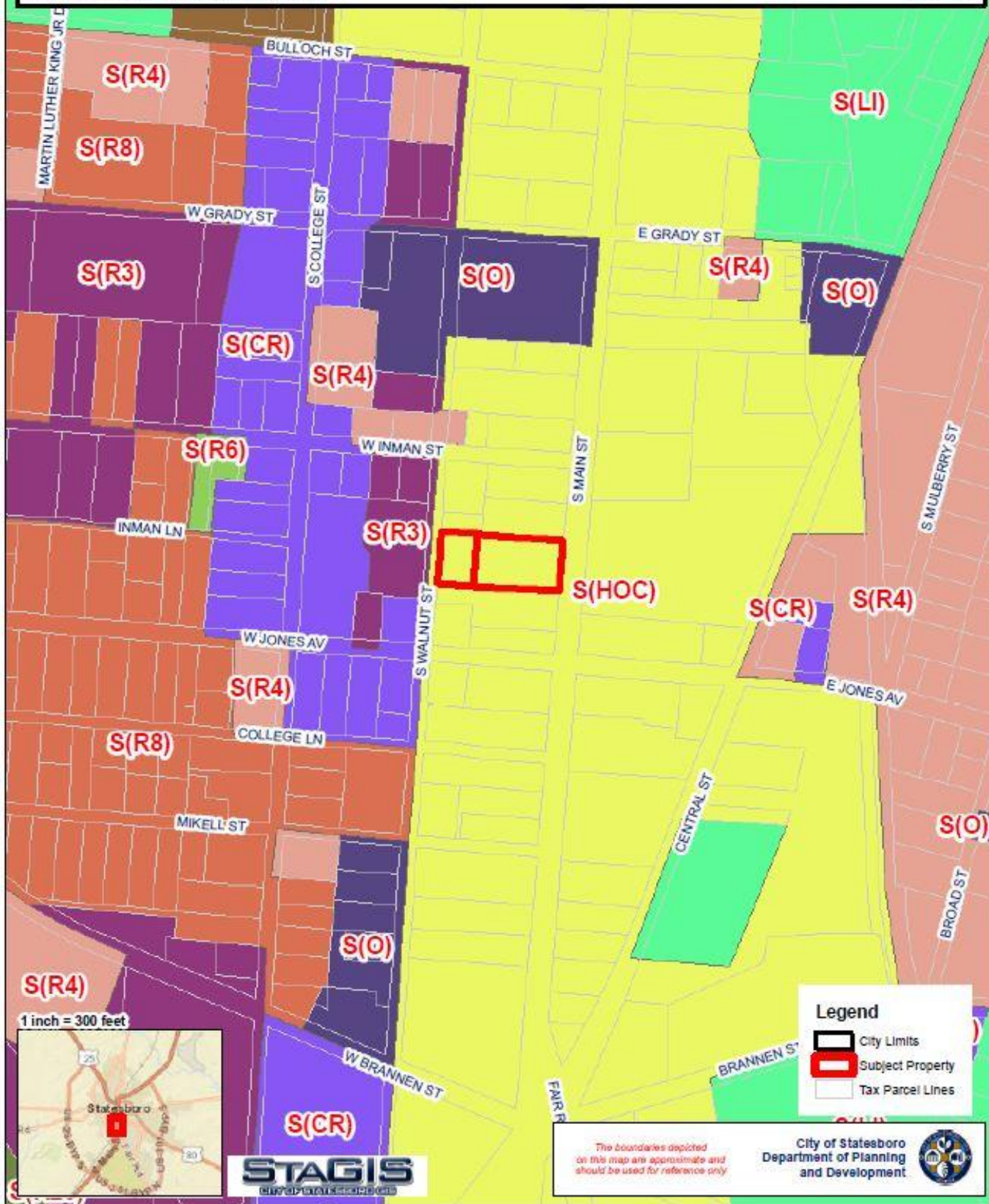
City of Statesboro  
Department of Planning  
and Development



Case # RZ 21-01-03, V 21-01-04

231 S Main St & 232 S Walnut St  
Parcel: S19 000018 000 & S19 000020 000

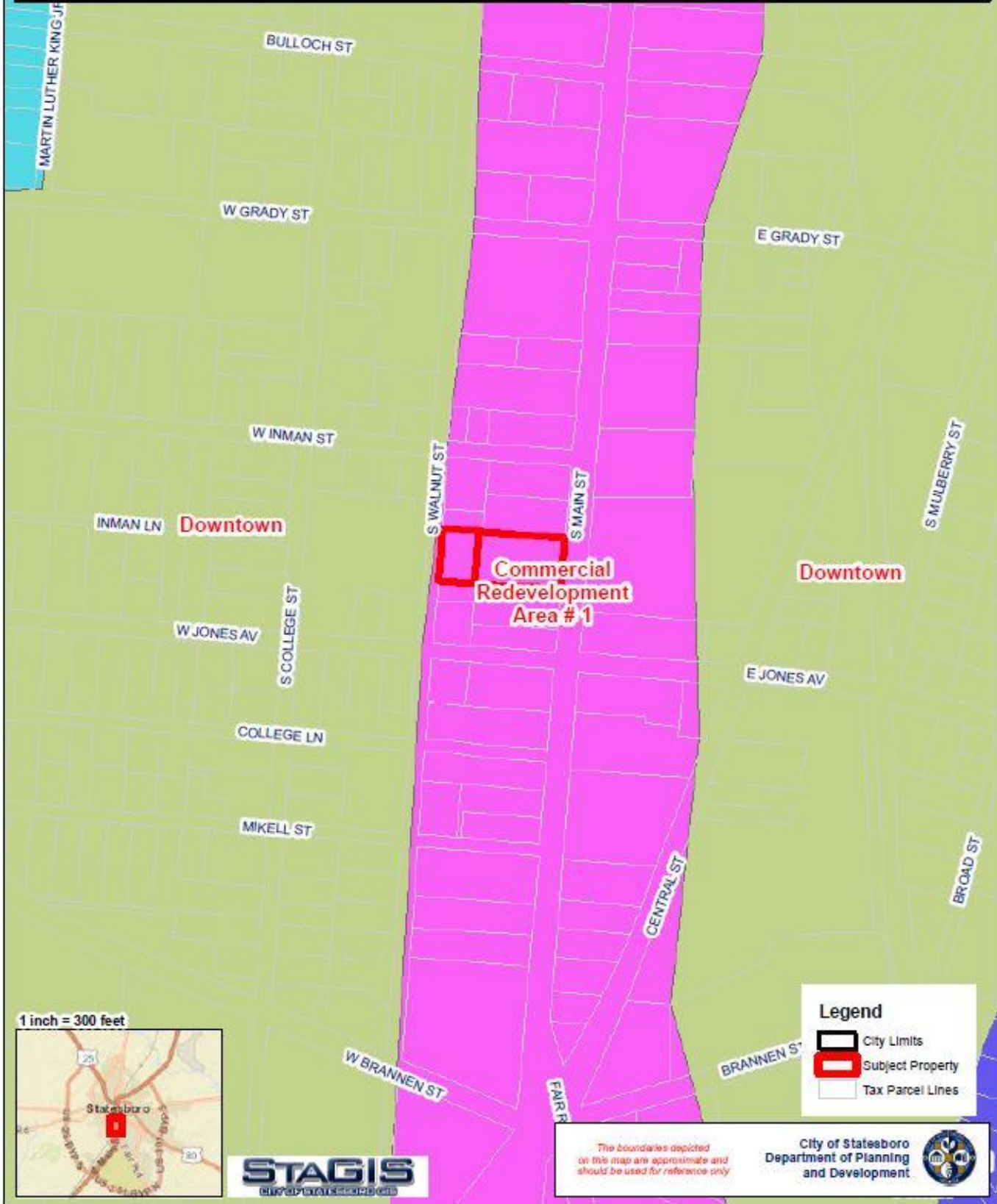
# Existing Use Map



Case # RZ 21-01-03, V 21-01-04

231 S Main St & 232 S Walnut St  
Parcel: S19 000018 000 & S19 000020 000

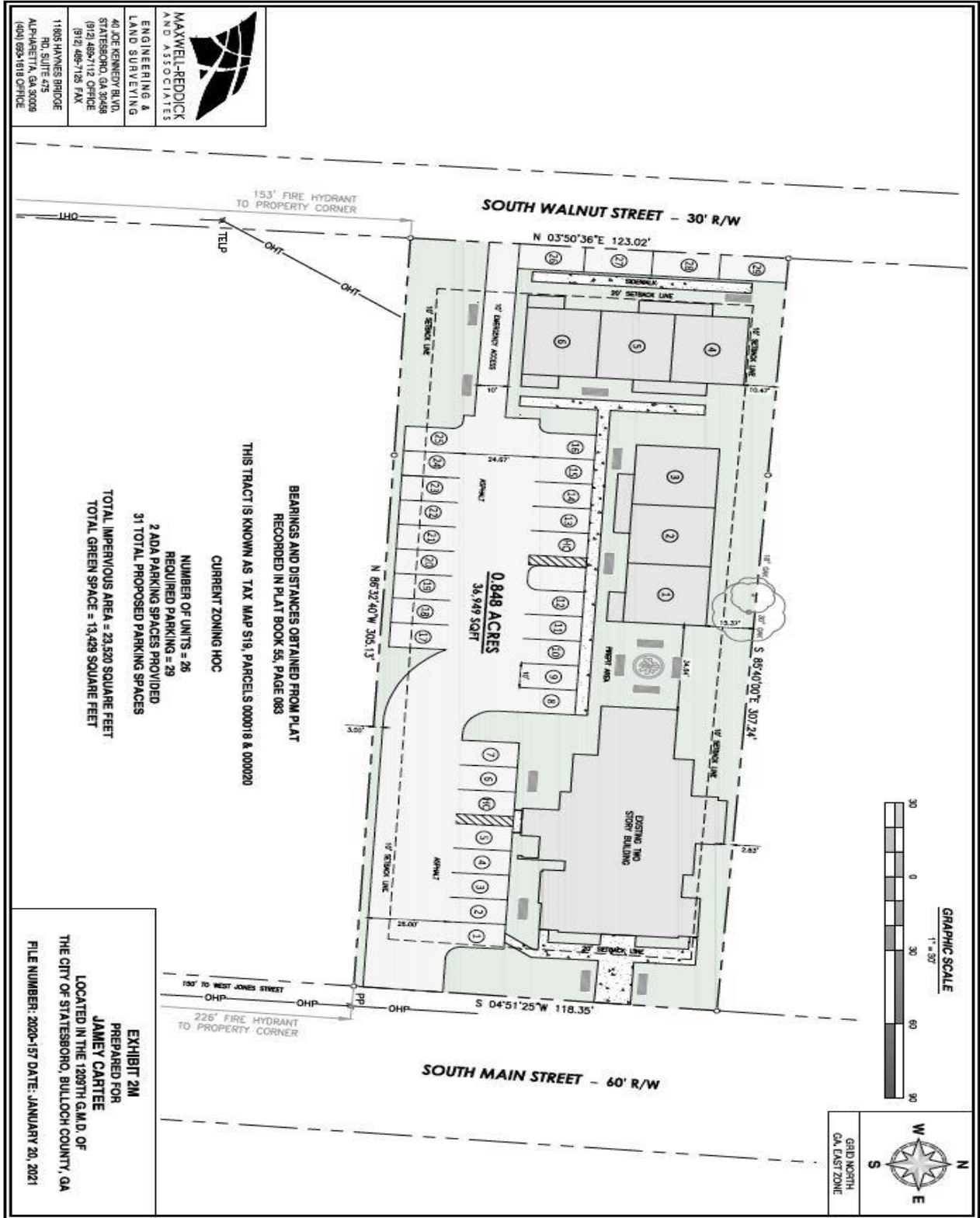
# Future Landuse Plan Map

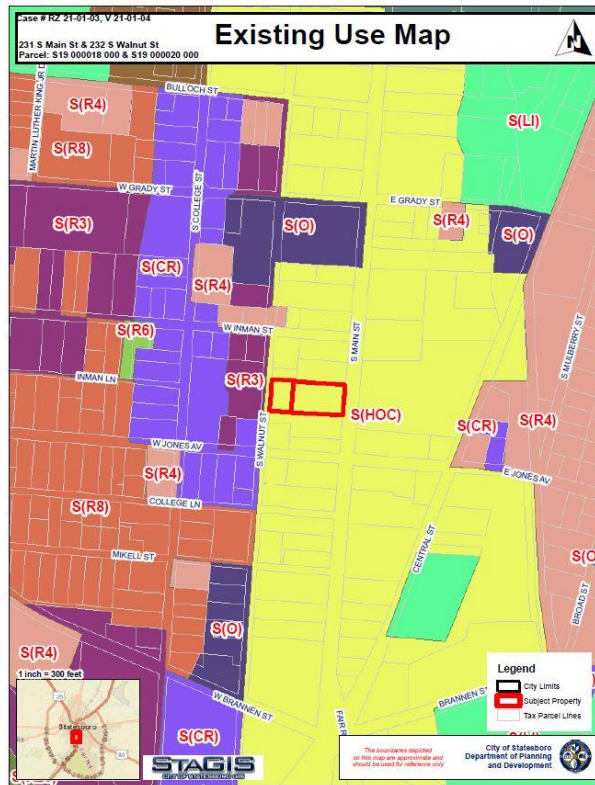


The boundaries depicted on this map are approximate and should be used for reference only

City of Stateboro  
Department of Planning  
and Development

# Proposed Site Plan





<b>SURROUNDING LAND USES/ZONING</b>		
<b>Location</b>	<b>Parcel Location &amp; Zoning Information</b>	<b>Land Use</b>
North	<b>Location Area #1:</b> HOC (Highway Oriented Commercial)	Multi-Family Apartment
Northeast	<b>Location Area #2:</b> HOC (Highway Oriented Commercial)	Restaurant
East	<b>Location Area #3:</b> HOC (Highway Oriented Commercial)	Hotel
North West	<b>Location Area #4:</b> CR (Commercial Retail)	Single –Family House
Southeast	<b>Location Area #5:</b> HOC (Highway Oriented Commercial)	Gas Station
South	<b>Location Area #7:</b> HOC (Highway Oriented Commercial)	Dolan’s BBQ
Southwest	<b>Location Area #8:</b> CR (Commercial Retail)	Hair Salon
West	<b>Location Area #9:</b> CR/R3(Commercial Retail/Medium-Density Residential)	Nursing Facility

## **SUBJECT SITE**

The subject site consists of two parcels (to be combined) totaling 0.848 acres. Currently the parcels contains two apartment buildings (one under renovation) and a mix of open land and impervious parking lot space. The applicant seeks to demolish the rear building and construct a total of 12 additional units on the site. As per requirements of the Article VII, Section 703 of the *Statesboro Zoning Ordinance* only 12 units may occupy a single acre in the R-4 (High Density Residential) zoning district.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Commercial Redevelopment Area #1” character area, which is generally intended for varied scale commercial retail and office use.

## **ENVIRONMENTAL SITE ANALYSIS**

The property contains no wetlands, and is not located in a flood zone. The current proposal would increase the amount of impervious on the site, which may require some storm water mitigation.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

This site has access to City of Statesboro utilities. The addition of the existing and proposed buildings will increase the amount of usage in the area. The proposed units will also cause an increase of traffic onto GA Highway 301 S, which will require an expansion of the entrance and exit currently on the site. This change must receive approval from the GA Department of Transportation.

## **ZONING MAP AMENDMENT STANDARDS OF REVIEW**

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

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

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

- The surrounding area has a mixture uses listed under the same zoning designation. There are multiple non-conforming uses that have been in existence for a number of years that would not be allowed under current zoning. Currently, the use of the property would not allow for the construction of additional residential structures.

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

- It is Staff’s opinion that the property value would increase with the zoning change and the combination of parcels.



- 3. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
  - Due to the surrounding zoning designation being inconsistent with the actual uses of property in the area, it is staff's opinion that the zoning change would not have a negative impact on the area.
- 4. The relative gain to the public, as compared to the hardship imposed upon the property owner.**
  - The property owner could not utilize the entirety of the property for Residential development, and would not be able to utilize the rear property for residential uses if not granted the Zoning Map Amendment. This development would increase the density of individuals within walking distance of the downtown, and increase tax values for the property itself.
- 5. The suitability of the subject property for the zoned purposes.**
  - There is no indication that the subject property is not suitable for the requested zoning, as it already has a non-conforming use.
- 6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
  - The property was vacant for over 1 year due to the property being sold. Construction began to renovate the interior of the property in June of 2020.
- 7. The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in the adjacent areas; and**
  - The proposed change would increase the density in the area, by adding additional single family units. This would be an improvement to the property as a portion of it is currently uninhabitable. This development would increase congestion in the area without the expansion of the existing driveway and the installation of an additional drive on South Walnut Street.
- 8. Consistency with other governmental land use, transportation, and development plans for the community.**
  - The proposed use is inconsistent with the subject site's character area ("Commercial Redevelopment Area #1") as stated in the *2019 – 2029 Comprehensive Master Plan*. The proposed use is consistent with the current standing development of the area which precludes the passage of the *Comprehensive Plan*.

### **STAFF/PLANNING COMMISSION RECOMMENDATION**

Staff recommends approval of **RZ 21-01-03 & V 21-01-04**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Zoning Map Amendment does not grant the right to develop on the site without approval. All additional construction must be approved by the City.
- (2) No building permit for additional structures will be issued without approval from the GA Department of Transportation for the expansion of the driveway on South Main Street. Upon approval, this expansion must be completed before the issuance of any Certificates of Occupancy. This does not include the building currently under renovation.
- (3) An acceptable landscaping plan must be submitted with the building permit showing the design of the open space on the site.

At the regularly scheduled meeting of the Planning Commission on February 2, 2021, the Planning Commission recommended approval with staff conditions of the Zoning Map Amendment and Variance requested by **RZ 21-01-03 & V 21-01-04** with a 4-0 vote.

# 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:** February 8, 2021

**RE:** February 16, 2021 City Council Agenda Items

**Policy Issue:** *Consideration of Intergovernmental Agreement with Bulloch County committing SPLOST funds for improvements to Grady Street and Luetta Moore parks*

**Recommendation:** Consideration

**Background:** 2019 SPLOST designated certain funds be allocated to Statesboro and Bulloch County for recreational facilities. Bulloch County has offered \$200,000 annually for these SPLOST funds to assist with debt servicing relating to parks improvements.

**Budget Impact:** \$220,000 in SPLOST funds annually for 5 years

**Council Person and District:** All

**Attachments:** Proposed IGA

## INTERGOVERNMENTAL AGREEMENT

**This INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this 16<sup>th</sup> day of February, 2021 (the "Effective Date") by and between the CITY OF STATESBORO, GEORGIA, a municipal corporation of the State of Georgia (the "City") and the BULLOCH COUNTY BOARD OF COMMISSIONERS, the duly elected governing authority of a political subdivision of the State of Georgia (the "County").**

### W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree as follows:

**WHEREAS**, County and City are both receiving and expected to continue to receive funding allocated for parks improvements from the 2019 SPLOST with City expected to receive \$220,000 annually and the County to receive at least \$200,000 annually through 2025.

**WHEREAS**, City has construction plans for improvements to be made at Luetta Moore Park and Grady Street Park (collectively "Parks"), which are located within the municipal limits of City, with estimated costs of approximately \$4,000,000.

**WHEREAS**, City has issued Request for Proposals from construction firms to submit sealed bids to execute the Parks improvements.

**WHEREAS**, the City's Urban Redevelopment Agency is in process of acquiring a revenue bond in order to finance the Parks improvements.

**WHEREAS**, City and County desire to enter into this Agreement in order to allocate funding to pay for the bond debt servicing.

**THEREFORE**, City and County agree as follows:

#### **1. Commitment of 2019 SPLOST funds**

County hereby agrees to remit SPLOST proceeds as received in an annual amount of \$200,000 to City for the duration of the 2019 SPLOST in order to service the revenue bond to be acquired by the City to finance the improvements to the Parks. County only commits funds received and shall not be liable should SPLOST proceeds not meet this expected amount. County contributions to the bond servicing shall therefore total \$1,000,000 over the term of this Agreement and shall be a portion of the County's budgeted amount of 2019 SPLOST proceeds for recreational facilities and/or equipment.

City commits the entirety of its received SPLOST revenue for parks improvements as well and pledges its taxing authority to cover any deficit in expected proceeds.

**2** **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

3 **Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

5. **Amendments in Writing.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.

6. **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

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

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

**With A Copy to:**

Cain Smith, City Attorney  
or the then current City Attorney  
50 East Main Street  
P.O. Box 348  
Statesboro, GA 30459  
(912) 764-0643

**COUNTY:**

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

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

**With A Copy to:**

Jeffrey S. Akins, County Attorney,  
or the then County Attorney.  
115 North Main Street  
Statesboro, GA 30458  
(912)764-6245

7. **Severability.** If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable by a court of competent jurisdiction under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

8. **Limitation of Rights.** Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

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

**MAYOR AND CITY COUNCIL OF STATESBORO**

**By:** \_\_\_\_\_  
**JONATHAN M MCCOLLAR, Mayor**

**Attest:** \_\_\_\_\_  
**LEAH HARDEN, City Clerk**  
**[SEAL]**

**Approved as to Form:**

\_\_\_\_\_  
**CAIN SMITH, City Attorney**

**BULLOCH COUNTY BOARD OF COMMISSIONERS**

**By:** \_\_\_\_\_  
**ROY THOMPSON, Chairman**

**Attest:** \_\_\_\_\_  
**OLYMPIA GAINES, Clerk to the Commission**  
**[SEAL]**

**Approved as to Form:**

\_\_\_\_\_  
**JEFFREY S. AKINS, County Attorney**

# 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:** February 8, 2021

**RE:** February 16, 2021 Council Agenda Items

**Policy Issue:** *Consideration of Resolution to authorize reimbursement of City incurred capital costs undertaken prior to closing on Parks Improvements bond from the proceeds of the bond.*

**Recommendation:** Consideration

**Background:** Urban Redevelopment Agency has resolved to receive bond financing to exercise Urban Redevelopment Powers, specifically improvements to aforementioned parks. This resolution would allow for the City to be reimbursed for costs paid to improve these parks prior to issuance of bond in an amount not to exceed \$500,000

**Budget Impact:** None

**Attachments:** Proposed Reimbursement Resolution



RESOLUTION 2021-07: MAYOR AND COUNCIL OF THE CITY OF STATESBORO  
REIMBURSEMENT RESOLUTION

WHEREAS, the Mayor and Council of the City of Statesboro (the “Mayor and Council”), the governing body of the City of Statesboro, Georgia (the “City”), has determined that the acquisition and construction of improvements to Luetta Moore and Grady Street parks (the “Project”), is necessary and desirable for the benefit of the City; and

WHEREAS, prior to the obtaining of a tax-exempt financing to pay all or a portion of the costs of the Project, the City reasonably expects to expend funds on the Project, which funds may be reimbursed from the proceeds of such tax-exempt financing for the Project; and

WHEREAS, the City, pursuant to this resolution wishes to declare its official intent to reimburse from tax-exempt proceeds capital expenditures for the Project in the maximum amount of \$500,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council as follows:

1. The City reasonably expects to reimburse planned expenditures for the Project with proceeds of a tax-exempt financing.
2. The City hereby expresses its declaration of official intent, pursuant to Treasury Regulations § 1.150-2(d), to reimburse original expenditures on the Project in the maximum principal amount of \$4,500,000.00 with proceeds from a tax-exempt financing (to the extent permitted by § 1.150-2 of the Treasury Regulations). The City will pay original expenditures on the Project from a construction or other account maintained by the City.
3. The City shall make its reimbursement allocations not later than 18 months after the later of (i) the date the original expenditure is paid or (ii) the date the Project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid.
4. This resolution shall become effective on the date of its adoption.

APPROVED AND ADOPTED this 16<sup>th</sup> day of February, 2021.

CITY OF STATESBORO, GEORGIA

By: \_\_\_\_\_  
Jonathan McCollar, Mayor

Attest: \_\_\_\_\_  
Leah Harden, City Clerk

(S E A L)

# 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:** February 8, 2021

**RE:** February 16, 2021 City Council Agenda Items

**Policy Issue:** *Consideration of Resolution authorizing the bond to be issued by the URA. Resolution would allocate to the Urban Redevelopment Agency such amount of the City's \$10,000,000 qualified small issuer exemption under § 265(b)(3) of the Code as equals the aggregate par amount of the Bond when issued. Resolution further requests that the URA issue its bond within the parameters set forth in the resolution, authorizes the City to negotiate the final terms of an intergovernmental contract to secure the repayment of the bond, and authorizes the Mayor to sign documents relating to the validation of the bond.*

**Recommendation:** Consideration

**Background:** To enhance the marketability of the bond to be issued to the URA for purposes of improvements to Grady Street and Luetta Moore Parks. Since the City doesn't expect to borrow more than \$10 million this calendar year the URA financing can be designated as a "bank qualified obligation" to hopefully get a more advantageous interest rate from banks that bid on the purchase of the bond.

**Budget Impact:** N/A

**Council Person and District:** All

**Attachments:** Proposed Resolution

MAYOR AND COUNCIL OF THE CITY OF STATESBORO

RESOLUTION No. 2021-08

WHEREAS, the Mayor and City Council of the City of Statesboro, the governing body of the City of Statesboro, Georgia (the “**City**”), has requested the Urban Redevelopment Agency of the City of Statesboro (the “**Agency**”) issue its revenue bond, to be secured by an intergovernmental contract by and between the Agency and the City (the “**Contract**”), to provide funds for the City to renovate, construct and equip certain improvements to Grady Street Park and Luetta Moore Park (together, the “**Project**”); and

WHEREAS, the Agency has been created by the City pursuant to Resolution 2020-34 adopted by the Mayor and City Council of the City on December 15, 2020, and in accordance with the provisions of Chapter 61 of Title 36 of the Official Code of Georgia Annotated (“**O.C.G.A.**”), entitled the “Urban Redevelopment Law,” as amended (the “**Urban Redevelopment Law**”); and

WHEREAS, the Urban Redevelopment Law authorizes the Agency to issue revenue bonds in accordance with the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 through § 36-82-85, as amended (the “**Revenue Bond Law**”), to finance the undertaking of any “urban redevelopment project” under the Urban Redevelopment Law, which bonds shall be made payable, as to both principal and interest, solely from the income, proceeds, revenues, and funds of the Agency derived from or held in connection with its undertaking and carrying out of urban redevelopment projects under the Urban Redevelopment Law; and

WHEREAS, the Urban Redevelopment Law authorizes the Agency to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under the Urban Redevelopment Law, to acquire, by purchase, grant, or otherwise, any real property (defined to include all lands, including improvements and fixtures thereon and property of any nature appurtenant thereto or used in connection therewith), to hold, improve, clear, or prepare for redevelopment any such property, to dispose of any real property, and to borrow money for the purposes of the Urban Redevelopment Law and to give such security as may be required and to enter into and carry out contracts in connection therewith; and

WHEREAS, the City is authorized pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, to contract for any period not exceeding 50 years with the Agency for joint services, for the provision of services or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, pursuant to a Bond Resolution adopted by the Agency on February 16, 2021 (the “**Bond Resolution**”), the Agency proposes to issue its URBAN REDEVELOPMENT AGENCY OF THE CITY OF STATESBORO REVENUE BOND, SERIES 2021 (the “**Bond**”), for the purpose of financing, in whole or in part, the costs of the Projects and the costs of issuance of the Bond, a copy of the Bond Resolution has been put on file with the City Clerk for the City; and

WHEREAS, the Bond will be issued in the maximum principal amount of \$4,500,000, shall bear interest at a rate per annum not to exceed 5.00%, shall mature not later than December 1, 2036, and the annual principal of and interest payable on the Bond shall not exceed

\$800,000, with all final terms of the Bond to be set forth in a supplemental resolution to be adopted by the Agency prior to the issuance and delivery of the Bond; and

WHEREAS, under the terms of the Contract to be dated the date of issuance and delivery of the Bond, the form of which Contract is attached to the Bond Resolution, the City will make payments to the Agency sufficient to pay when due the principal of and interest on the Bond; and

WHEREAS, in order to enhance the marketability of the Bond, it is necessary that the City allocate to the Agency a portion of the City's \$10,000,000 qualified small issuer exemption under § 265(b)(3) of the Internal Revenue Code of 1986 (the "Code");

NOW, THEREFORE, BE IT RESOLVED, as follows:

**Section 1. Authorization of Contract.** The execution, delivery, and performance of the Contract by and between the Agency and the City, subject to the limitations relating to the Bond as to principal amount, interest rate, and maturity set forth above, be and the same are hereby authorized and approved. The Contract shall be in substantially the form presented to this meeting, subject to completion in compliance with the limitations set forth above, and subject to such changes, insertions, or omissions as may be approved by the Mayor, and the execution of the Contract by the Mayor and the attestation of the same by the City Clerk as hereby authorized shall be conclusive evidence of such approval.

**Section 2. Authorization for Validation of Bond.** In order to carry out the issuance of the Bond, the Bond must be validated through the Superior Court of Bulloch County and the City will be made a party defendant to the validation proceedings. The Mayor is hereby authorized to acknowledge service of the validation petition and to file an answer in said proceedings.

**Section 3. Designation as Qualified Tax-Exempt Obligations.** The City, pursuant to § 265(b)(3) of the Code, does hereby irrevocably allocate to the Agency such amount of the City's \$10,000,000 qualified small issuer exemption under § 265(b)(3) of the Code as equals the aggregate par amount of the Bond when issued. The City hereby certifies that the reasonably anticipated amount of qualified tax-exempt obligations which the City and any entity subordinate to the City and all other entities which issue tax-exempt obligations on behalf of the City, including the Agency, will issue during calendar year 2021 will not exceed \$10,000,000.

**Section 4. General Authorization.** From and after the execution and delivery of the documents hereinabove authorized and approved, the proper officials of the City are hereby authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of said documents as executed, and are further authorized to take any and all other actions and execute and deliver any and all other documents as may be necessary in the issuance of the Bond and the execution and delivery of the Contract and all other documents authorized hereby.

**Section 5. Approval of Acts.** All acts and doings of the officials of the City which are in conformity with the purposes and intents of this resolution and furtherance of the issuance of the Bond and the execution, delivery, and performance of the Contract and all other documents authorized hereby shall be, and the same hereby are, in all respects approved and confirmed.

ADOPTED this February 16, 2021.

CITY OF STATESBORO, GEORGIA

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

(S E A L)

Attest: \_\_\_\_\_  
City Clerk

CLERK'S CERTIFICATE

I, the undersigned City Clerk of the City of Statesboro, Georgia (the "City"), keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of the Mayor and City Council of the City in meeting assembled on February 16, 2021, the original of which resolution has been entered in the official records of the City under my supervision and is in my official possession, custody, and control.

I further certify that said meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

Given under my hand and seal of the City on this February 16, 2021.

(S E A L)

\_\_\_\_\_  
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:** February 8, 2021

**RE:** February 16, 2021 City Council Agenda Items

**Policy Issue:** *Consideration of Intergovernmental Contract between City and Urban Redevelopment Agency regarding the issuance of a bond to finance improvements to Luetta Moore and Grady Street parks.*

**Recommendation:** Consideration

**Background:** This Contract will authorize the URA to obtain bond financing for the parks improvements with the City accepting role as development agent and committing to service the debt incurred by URA in obtaining the bond.

**Budget Impact:** Not to exceed \$800,000 annually

**Council Person and District:** All

**Attachments:** Proposed IGA

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INTERGOVERNMENTAL CONTRACT

by and between

URBAN REDEVELOPMENT AGENCY OF THE CITY OF STATESBORO

and

THE CITY OF STATESBORO, GEORGIA

dated as of \_\_\_\_\_, 2021

relating to the

URBAN REDEVELOPMENT AGENCY OF THE CITY OF STATESBORO (GEORGIA)  
REVENUE BOND, SERIES 2021

in the principal amount of \$ \_\_\_\_\_

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**INTERGOVERNMENTAL CONTRACT**

THIS INTERGOVERNMENTAL CONTRACT (this “**Contract**”), dated as of \_\_\_\_\_, 2021, made and entered into by and between the URBAN REDEVELOPMENT AGENCY OF THE CITY OF STATESBORO, an instrumentality of the State of Georgia and a public corporation thereof (the “**Agency**”), and the CITY OF STATESBORO, GEORGIA a municipal corporation of the State of Georgia (the “**City**”);

W I T N E S S E T H:

WHEREAS, the Mayor and City Council of the City of Statesboro (the “**Mayor and City Council**”), as the governing body of the City of Statesboro, Georgia (the “**City**”), in order to exercise the powers conferred upon the City by Chapter 61 of Title 36 of the Official Code of Georgia Annotated (“**O.C.G.A.**”), entitled the “Urban Redevelopment Law,” as amended (the “**Urban Redevelopment Law**”), adopted Resolution 2020-34 on December 15, 2020, finding that one or more “pockets of blight” exist in the City and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas is necessary in the interest of the public health, safety, and welfare of the residents of the City; and

WHEREAS, the resolution adopted by the City on December 15, 2020 also designated an “urban redevelopment area,” which the Mayor and City Council designated as appropriate for urban redevelopment projects; and

WHEREAS, the City held a public hearing on January 5, 2021, on a proposed urban redevelopment plan (the “**Urban Redevelopment Plan**”), a copy of which is on file with the City, and the Mayor and City Council adopted Resolution 2021-02 on January 5, 2021 adopting the Urban Redevelopment Plan and the urban redevelopment projects set forth in such plan; and

WHEREAS, the Mayor and City Council adopted Resolution 2021-03 on January 5, 2021, which activated the Agency and conferred to the Agency all of the City’s urban redevelopment powers to administer the Urban Redevelopment Plan; and

WHEREAS, the Urban Redevelopment Law authorizes the Agency to issue revenue bonds in accordance with the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 through § 36-82-85, as amended (the “**Revenue Bond Law**”), to finance the undertaking of any “urban redevelopment project” under the Urban Redevelopment Law, which bonds shall be made payable, as to both principal and interest, solely from the income, proceeds, revenues, and funds of the Agency derived from or held in connection with its undertaking and carrying out of urban redevelopment projects under the Urban Redevelopment Law; and

WHEREAS, the Urban Redevelopment Law authorizes the Agency to undertake and carry out within the corporate limits of the City “urban redevelopment projects,” which are defined to include undertakings or activities of the Agency in an urban redevelopment area under the Urban Redevelopment Law for redevelopment, rehabilitation or conservation or any combination or part thereof, including the implementation of public improvements, in accordance with an urban redevelopment plan adopted pursuant to the Urban Redevelopment Law; and

WHEREAS, the Urban Redevelopment Law authorizes the Agency to make and execute contracts and other instruments necessary or convenient to the exercise of its powers under the Urban Redevelopment Law, to acquire, by purchase, grant, or otherwise, any real property (defined to include all lands, including improvements and fixtures thereon and property of any nature appurtenant thereto or used in connection therewith), to hold, improve, clear, or prepare for redevelopment any such property, to dispose of any real property, and to borrow money for the purposes of the Urban Redevelopment Law and to give such security as may be required and to enter into and carry out contracts in connection therewith; and

WHEREAS, the City has requested that the Agency, a public body corporate and politic duly created and validly existing under and pursuant to the Urban Redevelopment Law, issue its revenue bond, to be secured by an intergovernmental contract by and between the Agency and the City, to provide funds for the City to renovate, construct and equip certain improvements to Grady Street Park and Luetta Moore Park (together, the “**Project**”), and to pay certain costs of issuing the hereinafter defined Bond, all in accordance with the plans and specifications which are on file with the Agency and the City and which, by this reference thereto, are incorporated herein and made a part hereof as fully as if set forth herein in their entirety; and

WHEREAS, the City is authorized pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, to contract for any period not exceeding 50 years with the Agency for joint services, for the provision of services or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the City and the Agency are each a “governmental body,” as defined by the Revenue Bond Law, and are authorized to finance any revenue “undertaking” described therein and to issue revenue bonds to finance any undertaking; and

WHEREAS, the Agency hereby finds and determines that the Project is an “urban redevelopment project” within the meaning of the Urban Redevelopment Law and that the financing of the Project will further the purposes and policies of the Urban Redevelopment Law; and

WHEREAS, the Agency has determined that accomplishing the Project is in the best interests of the Agency, and the Agency has found and does hereby declare that such undertaking is for a lawful, valid, and necessary public purpose, which will prevent and eliminate certain pockets of blight, all to the public benefit and good; and

WHEREAS, the Urban Redevelopment Law provides that revenue bonds issued by the Agency shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction and shall not be subject to the provisions of any other law or charter relating to the authorization, issuance, or sale of bonds, but any political subdivision contracting with the Agency may obligate itself to make the payments required under such contract from money received from taxes levied for such purpose and from any other source, and such obligation shall constitute a general obligation and a pledge of the full faith and credit of the obligor but shall not constitute a debt within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, and when the obligation is made to make such payments

from taxes to be levied for that purpose, then the obligation shall be mandatory to levy and collect such taxes from year to year in an amount sufficient to fulfill and fully comply with the terms of such obligation; and

WHEREAS, on behalf of and at the request of the City, and pursuant to a bond resolution adopted by the Agency on February 16, 2021, as amended and supplemented by a first supplemental bond resolution adopted on \_\_\_\_\_, 2021 (together, the “**Resolution**”), the Agency proposes to issue its REVENUE BOND, SERIES 2021 (the “**Bond**”) in the principal amount of \$ \_\_\_\_\_ to provide funds and services for the purposes of (i) financing the renovation, construction and equipping of the Project and (ii) paying the expenses incurred in connection with the issuance of the Bond; and

WHEREAS, the Bond, which is being issued as a single instrument bond, shall contain such terms and provisions as provided in the Resolution; and

WHEREAS, the Agency and the City propose to enter into this Contract, pursuant to which the Agency will agree to issue the Bond to provide funds for the above-described purposes and to provide facilities and services for the citizens of the City, including the renovation, construction, and equipping of the Project; and the City, in consideration of the Agency’s doing so, will agree to pay to the Agency from its general fund or from the proceeds of a tax levied on all taxable property located within the boundaries of the City, at such rate or rates as may be necessary to make the payments to the Agency for its services as called for pursuant to this Contract in amounts sufficient to pay the principal of and interest on the Bond.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, the Agency and the City hereby agree as follows; provided, that in the performance of the covenants and agreements of the Agency herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Agency but shall be payable solely out of the proceeds derived from the sale of the Bond and the revenues and receipts derived from this Contract:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

**Section 1.01. Definitions.** All words and phrases defined in Section 101 of the Resolution shall have the same meanings in this Contract.

**Section 1.02. Rules of Construction.** The definitions referred to in Section 1.01 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

“**Herein,**” “**hereby,**” “**hereunder,**” “**hereof,**” “**hereinbefore,**” “**hereinafter,**” “**this Contract,**” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

[END OF ARTICLE I]

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

**Section 2.01. Representations, Warranties, and Agreements of the Agency.** The Agency represents, warrants, and agrees that:

(a) The Agency is a public body corporate and politic created and existing under the Urban Redevelopment Law and, unless otherwise required by law, shall maintain its corporate existence so long as any Bond is Outstanding. Under the provisions of the Urban Redevelopment Law, the Agency is authorized to enter into and carry out the transactions contemplated by this Contract and the Resolution;

(b) The Agency and the City heretofore have agreed that the Agency will provide financing and services for the undertakings described in the preamble to this Contract by the issuance of the Bond as set forth in the Resolution;

(c) There is no litigation or proceeding pending, or to the knowledge of the Agency threatened, against the Agency or against any other party which would have a material adverse effect on the right of the Agency to execute this Contract or the ability of the Agency to comply with any of its obligations under the Bond, this Contract, the Resolution, or any other documents contemplated to be executed by the Agency in connection with the issuance and delivery of the Bond;

(d) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the Agency in accordance with its terms, and performance by the Agency of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the Agency is a party or by which the Agency is bound;

(e) The Agency has not made, done, executed, or suffered, and warrants that it will not make, do, execute, or suffer, any act or thing whereby the Agency's or the City's title to or interest in the Project will or may be impaired or encumbered in any manner except as permitted herein and the Resolution and except for acts or things done or permitted by the City; and

(f) Except as herein and in the Resolution provided, the Agency will not encumber any part of its interest in the Project or in the Revenues payable under this Contract or its rights under this Contract. The pledge made in the Resolution of the Revenues payable under this Contract constitutes a first and prior pledge of and lien on said Revenues and said pledge shall at no time be impaired by the Agency and the Revenues shall not otherwise be pledged.

**Section 2.02. Representations, Warranties, and Agreements of the City.** The City represents, warrants and agrees as follows:

(a) The City is a municipal corporation of the State, having power to enter into and execute, deliver and perform this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions

contemplated by this Contract and the Resolution, and no approval or other action by any governmental authority, agency or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date of delivery of the Bond;

(b) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against or affecting the City, nor to the best of the knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Contract or which, in any way, would adversely affect the validity or enforceability of the Bond, this Contract, the Resolution or any other documents contemplated to be executed in connection with the issuance and delivery of the Bond;

(c) This Contract, upon execution of the same, will constitute the legal, valid and binding obligation of the City enforceable in accordance with its terms, and performance by the City of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the City is a party or by which the City is bound; and

(d) No actions will be taken by the City which shall in any way impair the exclusion of interest on the Bond from federal income taxation.

[END OF ARTICLE II]



## ARTICLE III

### ISSUANCE OF BOND

**Section 3.01. The Bond.** In order to provide funds for the purposes set forth in the preamble to this Contract, the Agency will, in accordance with the Urban Redevelopment Law, issue the Bond, and all of the covenants, agreements, and provisions hereof shall, to the extent provided herein and in the Resolution, be for the benefit and security of the owner of the Bond.

**Section 3.02. Date, Denomination, and Maturities.** The Bond will be issued in registered form and will mature and be paid pursuant to the provisions of Article II of the Resolution. Interest on the Bond will be paid to the person and in the manner stated in the Bond and in the Resolution, until the obligation of the Agency with respect to the payment of the principal of the Bond shall be discharged in accordance therewith.

**Section 3.03. Obligations Relating to the Resolution and the Bond.** The City agrees to perform all undertakings and obligations which are contemplated or required to be performed by the City pursuant to the provisions of the Resolution.

**Section 3.04. Application of Bond Proceeds.** At and upon the delivery of and payment for the Bond, the proceeds received therefrom shall be applied in accordance with the provisions of the Resolution.

[END OF ARTICLE III]

## ARTICLE IV

### FINANCING OF THE PROJECT; CONSTRUCTION

**Section 4.01. The Project; Financing of Project.** The Agency, in providing its services hereunder, agrees to acquire and construct the Project, or to cause the Project to be acquired and constructed, with the proceeds of the Bond. The Agency hereby agrees to finance the cost of the Project in accordance with the provisions hereof and of the Urban Redevelopment Law. The City agrees to make the payments provided for in Section 5.01 in accordance with the provisions of this Contract.

**Section 4.02. Completion of Project.** The City, as sole and exclusive agent of the Agency, agrees to undertake the acquisition and construction of the Project in accordance with the Plans and Specifications; and the City hereby agrees to undertake and complete the Project on behalf of the Agency with due diligence. Payment therefor shall be made from the Construction Fund in accordance with the provisions of Section 4.03.

**Section 4.03. Disbursements from the Construction Fund.** The Agency hereby appoints the City as agent of the Agency to make disbursements from the Construction Fund to pay the Cost of Construction. Such disbursements shall be made only upon the execution and filing with the City of a requisition signed by the City Representative stating (i) the requisition number, (ii) the name and address of the person, firm or corporation (which may include the City) to whom payment is due or was made, (iii) the amount paid or to be paid, (iv) that none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made from the Construction Fund, and (v) that each item for which payment is proposed to be made is a proper charge against the Construction Fund in accordance with the provisions of the Resolution and this Contract.

**Section 4.04. Establishment of Completion Date.** At such time as the Project is completed, the City shall so notify the Agency by a certificate executed by the City Representative. Such certificate shall establish the Completion Date and shall state that, except for any amounts retained by the City for any Cost of Construction not then due and payable or the liability for payment of which is being contested or disputed by the City (i) the Project has been completed substantially in accordance with the Plans and Specifications and all the Cost of Construction has been paid, (ii) all other facilities necessary in connection with the Project have been acquired, constructed and installed in accordance with the Plans and Specifications and (iii) payment has been made for all labor, services, materials, and supplies used in connection with the Project. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties which exist at the date thereof or which may subsequently come into being. Upon completion of the Project, title thereto shall vest in its entirety in the City.

**Section 4.05. Completion of Project if Construction Fund Insufficient.** If moneys in the Construction Fund available for payment of the Cost of Construction are not sufficient to pay the Cost of Construction in full, the City shall use its best efforts to cause the Project to be completed and the City shall pay that portion of the Cost of Construction in excess of the moneys available therefor in the Construction Fund. The Agency does not make any warranty, either

express or implied, that the moneys which will be paid into the Construction Fund will be sufficient to pay all the Cost of Construction. If the City pays any portion of the Cost of Construction pursuant to this Section 4.05, it shall not be entitled to any reimbursement therefor from the Agency or from holder of the Bond, nor shall it be entitled to any diminution in or postponement of the payments required to be paid under Article V.

**Section 4.06. Plans and Specifications.** The Plans and Specifications are on file with the City, and any amendments thereto shall be filed with the City. The City may revise the Plans and Specifications at any time and from time to time prior to the Completion Date, provided that no such change shall render inaccurate any of the representations contained in this Contract, including any amendments which would cause the interest on the Bond to be includable in gross income of the holder of the Bond for federal income tax purposes.

**Section 4.07. Investment of Money.** Any money held as a part of the Construction Fund shall be invested or reinvested as directed by the City Representative in accordance with Article VI of the Resolution.

[END OF ARTICLE IV]

## ARTICLE V

### CONTRACT PAYMENTS BY THE CITY

**Section 5.01. Contract Payments by the City.** Pursuant to this Contract, the City agrees to provide funds sufficient to pay the following:

(a) the principal of and interest due on the Bond, upon maturity, redemption or otherwise. All such payments shall be made to the Paying Agent in lawful money of the United States of America in immediately available funds on or before the date on which due;

(b) the reasonable fees of the Paying Agent and Bond Registrar as provided in the Resolution; said fees and expenses shall be paid when due directly to the Paying Agent and Bond Registrar for its own account;

Each payment to be made by the City hereunder is to be made on a parity with every other payment hereunder.

**Section 5.02. Credits.** Any amounts in the Debt Service Fund prior to any Interest Payment Date or date fixed for redemption of the Bond, shall be credited against the payments due by the City under this Contract.

If the Bond is called for full redemption, any funds held in the Construction Fund shall be deposited in the Debt Service Fund and said funds together with all other amounts in the Construction Fund and the Debt Service Fund one Business Day prior to the redemption date shall be credited against the payments due by the City under Section 5.01(a).

**Section 5.03. Place of Payments.** The payments to be made pursuant to Section 5.01(a) shall be paid directly to the Paying Agent for the account of the Agency and shall be deposited in the Debt Service Fund as required by the Resolution. The payments to be made pursuant to subsection (b) of Section 5.01 shall be paid directly to the party to whom such payment is to be made for its own use.

**Section 5.04. Taxes and Other Governmental Charges.** The City will pay promptly, as the same become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project.

**Section 5.05. City's Obligations Unconditional.**

(a) The obligations of the City to make payments required in this Article V on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise. Until such time as the principal of and interest on the Bond shall have been paid or provision for such payment shall have been made in accordance with the Resolution, the City (i) will not suspend or discontinue any payments for which provision is made in Section 5.01, (ii) will perform and observe all of its other covenants and agreements contained in this Contract,

and (iii) will not terminate this Contract for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Agency of any of its obligations hereunder or under the Resolution, any acts or circumstances that may constitute failure of consideration, *force majeure*, destruction of or damage to the Project or any part thereof, frustration of purpose, the unavailability for use by the City on the date hereof or on any date hereafter of the Project, any change in the tax or other laws of the United States of America or the State of Georgia or any political subdivision thereof, or any failure of the Agency to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract or out of the Resolution.

(b) The City will bear all risk of damage to, or destruction in whole or in part, of the Project or any part thereof including without limitation any loss, complete or partial, or interruption in the use or operation thereof or any manner or thing which for any reason interferes with, prevents or renders burdensome the use thereof or the compliance by the City with any of the terms of this Contract.

**Section 5.06. City's Remedies.** If the Agency shall fail to perform any of its agreements in this Contract, the City may institute such action against the Agency as the City may deem necessary to compel such performance so long as such action shall not affect, impair or diminish the obligation of the City to make the payments provided for herein, which obligation shall be absolute, unconditional and irrevocable. The City may at its own cost and expense, and in its own name, prosecute or defend any action or proceedings against third parties or take any other action which the City deems reasonably necessary to secure or protect its rights of possession and use of the Project, in which event the Agency agrees to cooperate fully with the City.

**Section 5.07. Tax Levy to Make Payments.** The City will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. The City, in order to make such funds available for such purpose in each fiscal year, will in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Contract, include sums sufficient to satisfy the payments required to be made under this Contract, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the City to make the payments provided for pursuant to the terms of this Contract shall constitute a general obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation.

**Section 5.08. Prior Lien of Bond.** The Agency will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenue derived from this Contract superior to the lien created in the Resolution for the payment of the Bond.

[END OF ARTICLE V]

## ARTICLE VI

### MAINTENANCE, REPAIR, AND MODIFICATION OF THE PROJECT BY CITY; TAX COVENANTS

**Section 6.01. Maintenance and Repair.** The City, at its own expense, will from time to time, in the discretion of the City, make all needed and proper repairs, replacements, additions, betterments, modifications and improvements to the Project so that the use thereof shall at all times be conducted properly.

**Section 6.02. Removal of Equipment.** Neither the Agency nor the City is under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary equipment or other personalty forming a part of the Project. In any instance where the City in its discretion determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the City may remove such items of such equipment or personalty, and the City may sell, trade, exchange, or otherwise dispose of such items, as a whole or in part, without any responsibility or accountability to the Agency, and upon such determination said equipment or personalty shall no longer be a part of the Project.

**Section 6.03. Liens.** Neither the Agency nor the City will permit any lien, debt, pledge, assessment, encumbrance, or charge ranking equally with or superior to the charge or lien created by the Resolution upon the payments provided for in Article V. All lawful claims and demands for labor, materials, supplies, or other charges or assessments which if unpaid might by law become a lien upon the Project will be promptly paid or discharged by the City, or adequate provisions will be made to satisfy and discharge the same promptly after the same shall accrue; provided, however, that the City may, at its own expense and in its own name and behalf or in the name and behalf of the Agency, in good faith and by appropriate legal proceedings contest any such lien, charge, or assessment and, in the event of such contest, may permit such lien, charge or assessment so contested to remain unpaid during the period of such contest and any appeal therefrom. The Agency will cooperate fully with the City in any such contest.

**Section 6.04. Tax Covenants.** The City hereby covenants and represents to the Agency for the benefit of the holder of the Bond that:

(a) It will not expend the proceeds from the sale of the Bond nor take any other action which would cause the interest on the Bond to be included in the gross income of the owners thereof for federal income tax purposes;

(b) It will not make or permit any use of the proceeds from the issue and sale of the Bond which would cause the Bond to be classified as an “arbitrage bond” within the meaning of § 148(a) of the Code and any Treasury Regulations promulgated thereunder as such provisions may apply to obligations issued as of the date of issuance of the Bond; and

(c) It will comply with, and take such action and make such payments as may be permitted or required by, § 148(f) of the Code to ensure that the Bond does not constitute an “arbitrage bond” within the meaning of § 148(a) of the Code.

**Section 6.05. Qualified Tax-Exempt Obligation.** The Agency acknowledges that the City, pursuant to § 265(b)(3) of the Code, heretofore has irrevocably allocated to the Agency such amount of the City's \$10,000,000 qualified small issuer exemption under § 265(b)(3) of the Code as equals the par amount of the Bond when issued. The Agency and the City agree that said allocation was made for and in consideration of and bears a reasonable relationship to the respective benefits said parties are to receive pursuant to this Contract.

[END OF ARTICLE VI]

## ARTICLE VII

### INDEMNITY

#### **Section 7.01. Indemnification; Immunity of Members of Agency.**

(a) During the term of this Contract, the City, at its own expense, shall handle to conclusion all claims and pay all judgments obtained against the City or the Agency by reason of (i) any injury to or death of any person or damage to property occurring on or about any facilities constituting the Project or any part thereof occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the City, its agents or employees in connection with the operation, management or maintenance of any facilities constituting a part of the Project; (ii) any use, non-use, condition of, or defect in any facilities constituting a part of the Project; and (iii) any failure, breach, or default on the part of the City in the performance of or compliance with any of the obligations of the City under the terms of this Contract; provided, however, that the indemnity provided by this Section 7.01 shall be effective only to the extent that the amount of liability arising from any such loss shall exceed the proceeds available therefor obtained from insurance carried with respect to such loss.

(b) Notwithstanding the fact that it is the intention of the parties that the Agency shall not incur any pecuniary liability by reason of the terms of this Contract or the undertakings required of the Agency hereunder by reason of the issuance of the Bond, the adoption of the Resolution, or the performance of any act requested of the Agency by the City; nevertheless, if the Agency should incur any such pecuniary liability, then in that event, the City shall indemnify and hold the Agency harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and, upon notice from the Agency, the City shall defend the Agency in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Agency contained in this Contract or in the Bond or the Resolution for any claim based hereon or thereon against any member, officer, or employee of the Agency or of any successor thereto, in his individual capacity, either directly or through the Agency whether by virtue of any constitutional provision, statute, or rule of law. This Contract, the Bond, and the Resolution are solely corporate obligations, and no personal liability shall attach to or be incurred by, any member, officer, or employee of the Agency or of any successor thereto, either directly or by reason of the obligations, covenants or agreements entered into between the Agency and the City, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, officers, and employees of the Agency under the provisions contained in this Section 7.01 shall survive the completion of the acquisition and construction of the facilities constituting the Project and the termination of this Contract.

[END OF ARTICLE VII]



## ARTICLE VIII

### DEFAULT; REMEDIES

**Section 8.01. Events of Default Defined.** The following shall be “events of default” under this Contract and the term “event of default” shall mean, whenever used in this Contract, any one of the following events:

(a) failure by the City to pay when due any amount required to be paid under Section 5.01(a);

(b) The City shall fail to perform any of the other agreements, conditions, covenants, or terms herein required to be performed by the City and such default shall continue for a period of thirty days after written notice has been given to the City by the Agency, the Paying Agent, or the Bondholder specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than thirty days is required for its completion; provided, however, that if, by reason of force majeure, the City is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payments to be made under Section 5.01(a)), the City shall not be deemed in default during the continuance of such inability to perform. The term *force majeure* shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the City. The City will, however, use its best efforts to remedy, with all reasonable dispatch, the cause or causes preventing the City from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the City and the City shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the City, unfavorable to the City; and

(c) An “Event of Default” shall have occurred under the Resolution.

### **Section 8.02. Remedies on Default.**

(a) If an event of default referred to in Section 8.01 occurs and is continuing, then and in every such case any Bondholder may, by written notice to the City, take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation (other than the remedy of acceleration), agreement or covenant of the City then in default under this Contract, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Bondholder in this subsection (a) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and

shall be in addition to every other remedy given under this Contract and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Resolution.

(b) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bondholder to exercise any respective remedy reserved to them in this Article VIII, it shall not be necessary to give any notice, other than any notice required herein.

(c) Any amounts collected pursuant to action taken under subsection (a) of this Section 8.02 shall be applied in accordance with the Resolution to the extent the provisions of the Resolution relate to such amounts.

**Section 8.03. Attorneys' Fees and Expenses.** If the City should default under any of the provisions of this Contract and the owners of a majority in principal amount of the Bond Outstanding shall employ attorneys or incur other expenses for the collection of the amounts payable hereunder or the enforcement, performance, or observance of any obligation or agreement on the part of the City herein contained, the City will, on demand therefor, pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

**Section 8.04. No Waiver of Breach.** If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 8.05. City Authorized to Cure Default of Agency.** With regard to any default on the part of the Agency under this Contract or under the Resolution, the Agency hereby vests the City with full power, for the account of the Agency, to perform any obligation in remedy of such default in the name and stead of the Agency with full power to do any and all things and acts to the same extent that the Agency could do and perform any such acts.

**Section 8.06. Failure to Enforce Agreement Not a Waiver.** The failure of the Agency or the Bondholder to enforce any agreement, condition, covenant, or term by reason of any default or breach by the City shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]

## ARTICLE IX

### PREPAYMENT

**Section 9.01. Optional Prepayment.** The City shall have, and is hereby granted, subject to the provisions of the Resolution, the option to prepay all or any portion of the amounts payable under Section 5.01(a), at the times and under the conditions provided for in the Resolution, by taking the actions required by of the Resolution to effect the full or partial redemption of the Bond.

**Section 9.02. Exercise of Optional Prepayment.** To exercise the option granted in Section 9.01, the City shall give written notice to the Agency and the Bond Registrar of the exercise of such option and a direction to effect redemption of the Bond, ~~which notice shall specify therein (i) the maturity of the Bond, (ii) the date of redemption, which date shall not be less than 45 days from the date the notice is given, (iii) the principal amount of the Bond or portions thereof to be redeemed, (iv) the applicable redemption price or prices and (v) the provision or provisions of the Resolution pursuant to which the Bond is to be redeemed.~~

\_\_\_\_\_. Upon receipt of a notice given by the City pursuant to this Section 9.02, the Bond Registrar shall forthwith take or cause to be taken all actions necessary under the Resolution to effect the redemption of the Bond in accordance with such notice.

[END OF ARTICLE IX]

**ARTICLE X**

**TERM; MISCELLANEOUS**

**Section 10.01. Term of this Contract.** This Contract shall be in full force and effect from the date of delivery hereof until such time as the Bond shall have been paid or provision for such payment shall have been made in accordance with the Resolution and all payments due or to become due to the Paying Agent and Bond Registrar have been made.

**Section 10.02. Notices.** All notices or other communications required or permitted to be given pursuant to this Contract shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, by overnight delivery, by delivering same in person to the intended addressee, or by prepaid telegram, telex or telecopy. Notice so mailed shall be effective three days after its deposit. Notice given in any other manner, including overnight delivery and telecopy, shall be effective only if and when received by the addressee. Each such notice or other communication given hereunder shall be given to all of the other parties. For purposes of notice, the addresses of the parties shall be as set forth herein; provided, however, that hereinafter either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of notice to the other party in the manner set forth hereinabove.

If to the Agency:                      Urban Redevelopment Agency of the City of Statesboro  
50 East Main Street  
Statesboro, Georgia 30458  
Attention: Secretary

If to the City:                              City of Statesboro  
50 East Main Street  
Statesboro, Georgia 30458  
Attention: City Manager

If to the Bond Registrar  
and Paying Agent:                      -Finance Director  
City of Statesboro

50 East Main Street  
Statesboro, Georgia 30458

**Section 10.03. Binding Effect.** This Contract shall inure to the benefit of and shall be binding upon the Agency, the City and their respective successors and assigns.

**Section 10.04. Severability.** If any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 10.05. Amounts Remaining in Funds.** It is agreed by the parties hereto that any amounts remaining in any fund after payment in full of the principal of and interest on the Bond

(or provision for payment shall have been made as provided for in the Resolution), the fees, charges and expenses of the Paying Agent and Bond Registrar and all other amounts required to be paid under the Resolution, shall be paid to the City.

**Section 10.06. Delegation of Duties by Agency.** It is agreed that under the terms of this Contract and also under the terms of the Resolution, the Agency has delegated certain responsibilities to the City. The fact of such delegation shall be deemed a sufficient compliance by the Agency to satisfy the responsibilities so delegated and the Agency shall not be liable in any way by reason of acts done or omitted by the City or the City Representative. The Agency shall have the right at all times to act in reliance upon the authorization, representation or certification of the City Representative.

**Section 10.07. Financial Statements.** Within ~~180~~270 days from the end of each fiscal year, the City shall furnish to the Bondholder the audited financial statements of the City and such other information as may be reasonably requested by the Bondholder.

**Section 10.08. Amendments, Changes, and Modifications.** Subsequent to the initial issuance of the Bond and prior to the payment in full of the Bond, this Contract may not be amended, changed, modified, or altered except as provided in Article IX of the Resolution.

**Section 10.09. Execution Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 10.10. Captions.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**Section 10.11. Law Governing Construction of Contract.** This Contract shall be governed by, and construed in accordance with, the laws of the State.

[END OF ARTICLE X]

IN WITNESS WHEREOF, the Agency and the City have caused this Contract to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

URBAN REDEVELOPMENT AGENCY OF  
THE CITY OF STATESBORO

(S E A L)

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

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

CITY OF STATESBORO, GEORGIA

(S E A L)

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

Attest: \_\_\_\_\_  
City Clerk



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:** 2-9-2021

**RE:** Submission of Application for the Firehouse Subs Public Safety Foundation Grant.

**Policy Issue:** NA

**Recommendation:** Allow the Statesboro Fire Department to submit an application for Firehouse Subs Public Safety Foundation Grant funding for projects outlined below.

**Background:** Each year Firehouse Subs Public Safety Foundation invites fire departments from around the country to submit an application for their grant process. Their goal is to help local public safety agencies meet their emergency response needs through the awarding of monetary funds to ascertain critically needed equipment, protective gear, training, and other resources. The Statesboro Fire Department desires to submit an application for the following projects in this grant period.

- 1) Two (2) Personal Protective Gear Extractors - \$4,800.00 Total
- 2) Two (2) Person Protective Gear Dryers - \$9,600.00 Total

This equipment is used to clean the protective gear, sometimes referred to as “turn-out gear” or bunker gear” personnel wear while fighting fires. While the Fire Department currently has a single extractor, it was purchased in the early 2000’s and can only clean a limited amount of gear per wash. Additionally, the Fire Department utilized a “Hose & Gear” dryer to dry gear after being washed. This too is limited in the amount of gear that can be dried at one time, especially if hose is being dried in addition to the gear. If awarded, the equipment would allow the Fire Department to place an extractor and dryer, which can be dedicated for gear only, at each fire station. This would allow for the washing and drying of our personnel’s protective gear in a more efficient and timely manner.

**Budget Impact:** The relevant stipulations of this grant would be a 10% cost share to be paid by the City. This would equate to \$1,400.00 if the Fire Department were awarded 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 2021 Firehouse Subs Public Safety Foundation Grant.

**RESOLUTION 2021-09: A RESOLUTION REQUESTING APPROVAL TO APPLY FOR  
THE 2021 FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT FOR THE  
CITY OF STATESBORO, GEORGIA**

THAT WHEREAS, Firehouse Subs Public Safety Foundation invites fire departments from around the country to submit an application for their grant process. Their goal is to help local public safety agencies meet their emergency response needs through the awarding of monetary funds to ascertain critically needed equipment, protective gear, training, and other resources.

WHEREAS, the Firehouse Subs Public Safety Foundation could award the City of Statesboro up to \$14,400.00 with no relevant stipulations.

WHEREAS, if awarded, Firehouse Subs Public Safety Foundation will purchase the requested equipment directly from the vendor after the appropriate processes have been satisfied in accordance with the City of Statesboro Purchasing Policies.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 16<sup>th</sup> day of February, 2021 hereby authorizes the application for the 2021 Firehouse Subs Public Safety Foundation 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 16<sup>th</sup> day of February, 2021.

CITY OF STATESBORO, GEORGIA

---

By: Jonathan M. McCollar, Mayor

---

Attest: Leah Harden, City Clerk





Timothy E. Grams  
Fire Chief

# Statesboro Fire Department

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



Jonathan M. McCollar  
Mayor

---

## City Council Agenda Memorandum

**To:** Charles Penny, City Manager

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

**Date:** 2-9-2021

**RE:** Submission of Application for the Fire Prevention and Safety Grant (FP&S)

**Policy Issue:** NA

**Recommendation:** Allow the Statesboro Fire Department to submit an application for FP&S Grant 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 Fire Prevention and Safety (FP&S) Grant. The primary goal of the FP&S Grant is to support the projects of local fire departments that enhance the safety of the public and firefighters from fire and related hazards through the awarding of monetary funds to ascertain equipment, training and other resources related to Fire Safety and Prevention. The FP&S Grant is a competitive process and it is the Fire Department's desire to submit an application for the following project in this grant period.

1) Electronic Fire Extinguisher Training Simulator - \$14,000.00

- The Statesboro Fire Department intends to use this item to educate citizens in the age ranges of 18 and older on the proper use of a fire extinguisher. Proper use of fire extinguishers are extremely important, as they are commonly used by the general population for fire protection. In many cases they are a first line of defense and often contain or extinguish a fire, preventing costly damage if used properly.

**Budget Impact:** The relevant stipulations of this grant would be a 10% cost share to be paid by the City. This would equate to \$1,400.00 if the Fire Department were awarded 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 Fire Prevention and Safety (FP&S) Grant.

**RESOLUTION 2021-10: A RESOLUTION REQUESTING APPROVAL TO APPLY FOR  
THE 2020 FIRE PREVENTION AND SAFETY GRANT FOR THE CITY OF  
STATESBORO, GEORGIA**

THAT WHEREAS, the Federal Emergency Management Agency announced the availability of Fire Safety and Prevention Grant, which may be utilized to aid fire departments with needs associated with fire safety and prevention within their communities; and

WHEREAS, the Federal Emergency Management Agency could award the City of Statesboro up to \$14,000.00 with a ten percent (10%) cost share requirement.

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 16<sup>th</sup> day of February, 2021 hereby authorizes the application for the 2020 Fire Prevention and Safety 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 16<sup>th</sup> day of February, 2021.

CITY OF STATESBORO, GEORGIA

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By: Jonathan M. McCollar, Mayor

---

Attest: Leah Harden, City Clerk

# City of Statesboro

## Public Utilities Department



**To: Jason Boyles**  
**Assistant City Manager**

**From: Steve Hotchkiss**  
**Director of Public Utilities**

**Date: 2-8-2021**

**RE: Purchase and Installation of a Compressed Natural Gas Fuel Station (CNG)**

**Policy Issue: Council Approval**

**Recommendation: Consideration of a motion to award a contract to Y-Delta Inc. in the amount of \$476,869.00 for the purchase and installation of a CNG fueling station and approval for up to \$684,000.00 in total expenditures with funds approved in the 2021 CIP Budget Item# NGD-58**

**Background: In 2013 the City purchased a used CNG fueling station from Georgia Southern and began to build a fleet of CNG vehicles. The system served us well for several years, but now, due to age and wear, the system needs to be replaced. As part of our 2021 CIP we included funding for a new Fueling System and upgrades to the existing Dispensing equipment. The contractor will perform the needed site work, supply and install the new system and demo the old system. Because of the complex nature of a CNG system, we are asking that Y-Delta add an Install & Startup package from the system manufactures, for \$36,000.00. The City will be responsible for power system upgrades performed by Georgia Power, estimated at \$58,000.00, and will perform upgrades to the Dispensing system by replacing hoses and fill nozzles for an additional \$60,000.00. Due to extremely good pricing on the filling system we will be able to perform all of the additional upgrades and still remain under our projected budget.**

**The Purchasing Department has solicited bids for the new system and two qualifying bids were received:**

**Y-Delta Inc. - \$476,869.00**

**Zeit Energy LLC - \$696,503.00**

**Staff has reviewed the bid proposals for accuracy and compliance with the City's MFBE ordinance and recommends awarding the contract to Y-Delta Inc.**

**Budget Impact: SPLOST - \$396,503.00**

**Operating revenue - \$250,000.00**

**Carry over funds - \$39,000.00**

**Attachments: Letter from Central Services, Bid Tabulation**



## Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Zeitenergy LLC	Jan 26, 2021 10:44 AM EST	Younes Rouissi	younes@zeitenergy.com	MTE4MzYw
Y-Delta Inc.	Jan 26, 2021 10:15 AM EST	David James	wdjames@ydelta-ga.com	MTE4MzQ4

Zeitenergy, LLC	\$696,503.00
Y-Delta, INC	\$476,869.00

# 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 9, 2021

**RE:** Recommendation of Bid Award for Engineering and Fleet Division Trucks

### Recommendation:

Consideration of a motion to award a contract to JC Lewis Ford for the purchase of two Ford F150 Pickup Trucks in the total amount of \$49,548.56 (\$24,774.28 each). Both vehicles will be paid from GMA Lease Pool.

Staff recommends the bid award for the purchase of the following vehicles:

1. (2) F150 Regular Cab 4X2 Ford Trucks	\$24,774.28 ea.	Total \$49,548.56
JC Lewis Ford		

### Background:

The vehicles were advertised and bid out per our purchasing ordinance requirements. Per the City's local preference policy JC Lewis was within 3% of the low bid by an out-of-county vendor and has agreed to match the low bid as recommended herein. These vehicles are for Engineering Division and Fleet Maintenance Division in the Public Works & Engineering Department as described below:

<u>Vehicles</u>	<u>CIP #</u>	<u>Budgeted Amts.</u>
1. Qty. 1; F150 Regular Cab 4X2 Ford Truck	ENG-5	\$30,000.00
2. Qty. 1; F150 Regular Cab 4X2 Ford Truck	FMD-12	\$30,000.00

**Budget Impact:** None

**Council Person and District:** All

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** John Washington, Public Works/Engineering Director

**Date:** February 1, 2021

**RE:** Contract Award – Message Boards STS-121

**Policy Issue:** Purchasing Policy

### **Recommendation:**

Staff recommends and request the Consideration of a Motion for Award of contract to American Signal for the purchase of three (3) Advantage-S LED Portable Changeable Message Signs / Trailer Mounted units per Houston-Galveston Area Council (H-GAC) contract in the amount of \$40,000.00. These items will be purchased with funds from the 2018 TSPLOST.

### **Background:**

The Message Boards are to be utilized in the Street Division of the Public Works / Engineering Department. The CIP is part of a program to replace existing 2008 message boards. We currently have 10 units that are at the end of their life cycle. These units are used to guide and warn motorist of various traffic issues. The Message Boards, if approved, are listed in the FY 2021 budget as CIP STS-121. The Message Boards will be purchased through the H-GAC Contract #PE05-19, which meets all requirements, specifications and warranty needed. The Message Board(s) equipment is the same unit purchased in FY20. This is important to ensure consistency and continuity of equipment procurement through the H-GAC purchasing program.

### **Budget Impact:**

Reduce Maintenance Cost

### **Council Person and District:**

N/A (citywide)

### **Attachments:**

H-GAC Contract #PE05-19

COMPETITIVE BID RECORD

PURCHASING DEPARTMENT  
Streets

DATE 1/28/21  
BID # \_\_\_\_\_

PAGE \_\_\_\_\_ of \_\_\_\_\_

SUPPLIER	# 1 <u>Am Signal</u>	# 2	# 3
PHONE	<u>(770) 448-6650</u>	( )	( )
QUOTER	<u>Preston Forta</u>		
TERMS			
DELIVERY			
F.O.B. POINT			
FREIGHT COST			

ITEM	QTY.		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	2	GP-465T	11,600	23,200				
2.		Advantage S LED.						
3.		Message Board						
4.								
5.								
6.	1	GP-432T	12,500	12,500				
7.		Advantage S LED						
8.								
9.	1	RADAR Overspeed Unit	900 <sup>00</sup>	900 <sup>00</sup>				
0.								
1.	1	Traffic Stat Computer	1500	1,500				
2.								
3.	1	Cell Modem	1,000	1,000				
4.	1	SOFTWARE	250 <sup>00</sup>	250 <sup>00</sup>				
5.								
6.								
7.		Freight	650 <sup>00</sup>	650 <sup>00</sup>				
8.								
9.		HGAC Contract						
0.		PE-05-19						
324-4200-5425710			GRAND TOTAL	49,000	GRAND TOTAL		GRAND TOTAL	
			AWARD TOTAL		AWARD TOTAL		AWARD TOTAL	
			ITEMS AWARDED		ITEMS AWARDED		ITEMS AWARDED	
			P.O. NUMBER		P.O. NUMBER		P.O. NUMBER	

MARK \_\_\_\_\_



# QUOTATION



AMERICAN SIGNAL COMPANY

American Signal  
 2755 Bankers Industrial Dr  
 Atlanta, GA 30360  
 Tel: 770-448-6650 Fax:  
 Email:  
 http://amsig.com

Date : 28 Jan 2021  
 Our Reference : QU-0002636  
 PO No. :  
 Customer Code : STAT09

**CUSTOMER**  
 STATESBORO, CITY OF  
 P.O. BOX 348  
 50 EAST MAIN STREET  
 STATESBORO, GA 30458

**DELIVER TO**  
 STATESBORO, CITY OF  
 P.O. BOX 348  
 50 EAST MAIN STREET  
 STATESBORO, GA 30458

Contact: Richard Smiley    Contact Phone:    Contact Email:  
 Sales Rep: PP001    Rep Phone: 770-789-5188    Payment Terms: NET 30 DAYS  
 Rep Email: pporter@amsig.com    Shipping Terms: TRUCK PREPAID & ADDED

Line #	Product	Description	Quantity	UOM	Price	Value
0	AMS3006462 5	GP-465T STOCK UNIT Advantage-S LED Portable Changeable Message Sign, 48" x 78" FULL matrix display, trailer- mounted, standard power configuration (4x 6VDC batteries / 80W solar / AC charger / MPPT solar charge controller)	1	Each	11600.00	11600.00
		Warranty 1 year				0.00
0	AMS3006471 0	GP-432T STOCK UNIT Advantage-S (AMS30064710) LED Portable Changeable Message Sign, 48" x 96" FULL matrix display, trailer-mounted, standard power configuration (4x 6VDC batteries / 80W solar / AC charger / MPPT solar charge controller)	1	Each	12500.00	12500.00
		Warranty 1 year				0.00

If signed, can serve as PO: \_\_\_\_\_  
 Ship Date Requested: \_\_\_\_\_  
 Ship To: \_\_\_\_\_  
 \_\_\_\_\_  
 Shipping Contact: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Trailer Color: \_\_\_\_\_ Hitch Type: \_\_\_\_\_

**Continued**

# QUOTATION



AMERICAN SIGNAL COMPANY

American Signal  
 2755 Bankers Industrial Dr  
 Atlanta, GA 30360  
 Tel: 770-448-6650 Fax:  
 Email:  
<http://amsig.com>

Date	: 28 Jan 2021
Our Reference	: QU-0002636
PO No.	:
Customer Code	: STAT09

Line #	Product	Description	Quantity	UOM	Price	Value
0	AMS3006462 5	CMS-465-T ALL OPTIONS ABOVE ON THIS UNIT ONLY ADVANTAGE-S TRLR/SIGN WX	1	Each	11600.00	11600.00
		Warranty 1 year				0.00
0	OPT30125076	RADAR, OVERSPEED DETECTION (K BAND)	1	Each	900.00	900.00
0	OPT30155090	TRAFFIC STAT COMPUTER (TSC), X32-K TRAFFIC INFO & DATA	1	Each	1500.00	1500.00
0	OPT30125430	CELL, PHONE 4G LTE/WIFI/GPS PHO-295	1	Each	1000.00	1000.00
0	OPT30125380	AMERICAN SIGNAL ITS CLOUD MANAGER SOFTWARE SUBSCRIPTION. VPN FOR SECURITY AND RADAR DATA AVAILABLE	1	Each	250.00	250.00
0	FREIGHT OUT	FREIGHT OUT	1	Each	650.00	650.00

PRICING ABOVE INCLUDES ORANGE TRAILER PAINT, 2" BALL TOWING HITCH, AND 4-FLAT ELECTRICAL TOWING CONNECTOR AS STANDARD. NON-STANDARD SELECTIONS MAY RESULT IN ADDITIONAL COST.

PRICING CONTINGENT ON HGAC CONTRACT PE05-19

SHIPMENT DATE: 4-5 WEEKS ARO

**Shipping Terms: FOB American Signal Company, Atlanta GA. Shipping to be paid upon delivery, unless prior arrangements have been made. Facility should have forklift or other means to unload units.**

**Buyer agrees to American Signal's terms and conditions. There are terms and conditions applicable to this transaction in addition to those specified above, which are available upon your request. Any special requirements need to be noted on purchase order**

If signed, can serve as PO: \_\_\_\_\_

Ship Date Requested: \_\_\_\_\_

Ship To: \_\_\_\_\_

\_\_\_\_\_

Shipping Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Trailer Color: \_\_\_\_\_ Hitch Type: \_\_\_\_\_

Value of Goods	\$ 40,000.00
Total Discount	\$ 0.00
Quotation Total	\$ 40,000.00