



**April 7, 2020 9:00 am**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilman John Riggs
3. Recognitions/Public Presentations
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 03-17-2020 Work Session Minutes
    - b) 03-17-2020 Council Minutes
    - c) 03-22-2020 Special Called Meeting Minutes
6. Discussion of Emergency Measures relating to COVID-19.
7. Consideration of a Motion to approve **Resolution 2020-11:** A Resolution for the City of Statesboro to remain a Georgia Certified City of Ethics.
8. Consideration of a Motion to Approve **Resolution 2020-12:** A Resolution Approving Application for Funding in the amount of \$5,558.14 from the Local Government Scrap Tire Abatement Program administered by the Georgia Environmental Protection Division.
9. Consideration of a Motion to Approve the sale of the following items that are surplus equipment Ten (10) Communications Headsets (manufactured by Peltor and Liberator), Twenty-Seven (27) Motorola Portable Radios (11 are XTS 2500 and 16 are Model 5000) and Eight (8) rifles (manufactured by Colt) with serial numbers A0137129 A0188963, A0206087, A0137056, A0137096, A0137107 and A1089038.
10. Consideration of a Motion to Approve the updated Automatic Aid Agreement between Bulloch County Fire Department and Statesboro Fire Department as submitted.
11. Consideration of a Motion to Approve the Community and Improvements Agreement with LSSD Hartford, LLC for the Hartford Subdivision located along Packinghouse Road (Tax Parcel MS69 000003A 000).
12. Consideration of a motion to approve Award of Contract for “City of Statesboro Street Resurfacing FY 2020” to Sikes Brothers Inc. in the bid amount of \$996,500.00 with approval to spend up to the budgeted amount of \$1,100,952.80 for additional work based on contractor’s unit bid prices.

13. Consideration of a motion to award a contract to Atlantic & Southern Equipment LLC in the amount of \$55,909.75 for the purchase and installation of a tractor-mounted boom mower.
14. Consideration of a motion to award a contract to Yancey Brothers in the amount of \$157,841.00 for the purchase of a backhoe.
15. Other Business from City Council
16. City Managers Comments
17. Public Comments (General)
18. 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)
19. Consideration of a Motion to Adjourn



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CITY OF STATESBORO  
WORK SESSION MINUTES  
MARCH 17, 2020

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Mayor & Council Work Session      58 E. Main St. Joe Brannen Hall      4:00 PM

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A Work Session of the Statesboro City Council was held on March 17, 2020 at 4:00 p.m. at Joe Brannen Hall, 58 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Phil Boyum, Paulette Chavers, Venus Mack and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Information Officer Layne Phillips. Councilmember John Riggs was absent.

The meeting was called to order by Mayor Jonathan McCollar at 4:01PM

### **1) Emergency Management Ordinance**

City Attorney Cain Smith brought before the councilmembers an ordinance revision/replacement of Chapter 30 Emergency and Disaster Management of the Statesboro Code of Ordinances. This will replace the existing chapter 30 which was last revised in 1987. Cain put together this ordinance based on the GMA model emergency management released in 2010, he went through each section of the ordinance with council. The purpose of the ordinance is to allow the Mayor to declare a state of emergency. The duration would be 30 days unless extended by the mayor. Councilmember Boyum suggested if the state of emergency should go past 30 days, that the mayor and council be on the same page. Cain stated that he would add continuum past 30 days needs mayor and council approval. Staff recommendation was suggested for this ordinance.

### **2) Parks Assessment Workshop**

Ronald Huffman with Wood Environmental and Infrastructure Solutions attended the meeting via teleconference. Ron stated after visiting the parks and holding interviews he had come up with program needs and sketches of the three parks. Ron stated the parks had been well maintained, but with age there was a lot of facilities that are inaccessible, as well as meeting code requirements.

Luetta Moore Park, the key focus is diverse programming, splash pad/aquatics, teaching pool/shallow depth learning, multi-age playground, tennis; expanded parking and keeping the little league field a "Sacred Cow". Sketch concepts include removal of softball field, add splash pad and three lane teaching pool, add a restroom and bath house, volleyball, two tennis courts, multi-age playground, expanded parking (42 spaces), add 2 family pavilions with grills and a detention pond. In addition, renovations and improved parking for the little league field. Councilmember Boyum suggested if they were going to extend the parking, if they could make it more environmentally friendly instead of black top and expressed concern about there not being any green space, for kids to just run around

Grady Street Park, the key focus presented is to install covered basketball, playground, parking, landscape/trees, walking trail, family pavilion/BBQ and renovated restrooms. The sketch concepts covered basketball pavilion – secured entry, expanded parking, playground multi-age, 2 family picnic pavilions with

grills, landscape and tree planting, outdoor ½ basketball court, accessible walking trail, and renovated bathroom/add drinking fountain.

Memorial park the key focus was the impact from “Creek on the Blue Mile”, renovate the playground, outdoor amphitheater, and Veteran’s Memorial. The sketch concepts integrate the “Creek on the Blue Mile”, preserve/reuse existing infrastructure where possible, establish uncovered N/S drainage way as a natural waterway, locate a 2500 seat amphitheater with fixed and grass seating, separate area for a Veterans Memorial park, and identify areas for overflow and event parking.

Council member Shari Barr stated we should start with Grady Street Park and then move to the key pieces in the other two parks.

### **3) Alcohol License – City and State Laws**

This item is postponed and will be brought back to the next work session April 21, 2020.

City Manager Charles Penny stated this COVID- 19 situation has been a challenge. We are looking at best practices for our employees. A group of staff is putting together this information and will get something to me later this week. We will be having someone to deep clean City Hall. Cleaning will also be done at our other buildings where public has access. Currently we are at a level 2 for our operations.

Councilmember Shari Barr stated would like us to have a press release to include all the local agencies that are available for support and help during this time.

The meeting was adjourned at 5:17 pm



CITY OF STATESBORO  
COUNCIL MINUTES  
MARCH 17, 2020

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. **CALL TO ORDER**

Mayor Jonathan McCollar called the meeting to order

2. **INVOCATION AND PLEDGE**

Councilmember Venus Mack gave the Invocation and Pledge of Allegiance.

**ATTENDENCE**

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

3. **Recognitions/Public Presentations None**

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

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

A) **Approval of Minutes**

a) **03-03-2020 Council Minutes**

A motion was made to approve the consent agenda.

**RESULT:**

Approved (Unanimous)

**MOVER:**

Councilmember Paulette Chavers

**SECONDER:**

Councilmember Venus Mack

**AYES:**

Boyum, Chavers, Mack, Riggs, Barr

**ABSENT**

6. **Consideration of a motion to award a department owned firearm to retiring Lieutenant Mike Chappel after 33 years of exemplary service.**

A motion was made to award a department owned firearm to retiring Lieutenant Mike Chappel.

<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>	

**7. Consideration of a Motion to approve the submission of a Grant Application by the Statesboro Police Department to the U. S. Department of Justice.**

A motion was made to approve the submission of a grant application by the Statesboro Police Department to the U.S. Department of Justice.

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

Mayor Jonathan McCollar stated all public hearings after agenda item #8 will be consolidated into one public hearing.

**8. Public Hearing and Consideration of a motion to approve application for an Alcohol License Sec. 6-13 (a).**

- A) V & V Brothers LLC**
- DBA: VIP Store**
- 301 N. Main Street**
- Naynaben Chaudhari**

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Shari Barr

<b>SECONDER:</b>	Councilmember Paulette Chavers
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

A motion was made to approve the application for an alcohol license for V & V Brothers LLC DBA: VIP Store located at 301 N Main Street.

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

9. **Public Hearing and Consideration of a Motion to Approve: APPLICATION SE 20-02-01: Lufituaeb McCray Holloway requests a special exception for 0.14 acres of property located at 324 James Street to utilize a portion of the existing building as a beauty salon/barbershop in the R-6 (Single Family Residential) zoning district (Tax Parcel S09 000033 000).**
10. **Public Hearing and Consideration of a Motion to Approve: APPLICATION V 20-02-10: Frank Parker requests a variance from Article XXX, Section 3010(A) regarding the requirement to provide sidewalks along the public right-of-way in the Downtown District for 1.06 acres of property located at 239 South Main Street (Tax Parcel S19 000019 001).**
11. **Public Hearing and Consideration of a Motion to Approve: APPLICATION V 20-02-13: J.R. Hendley Foundation, Inc. requests a variance from Article XXX, Section 3010(A) regarding the requirement to provide sidewalks along the public right-of-way in the Downtown District for 2.44 acres of property located at 672 South College Street (Tax Parcel MS51 000024 000).**
12. **Public Hearing and Consideration of a Motion to Approve:**
  - A) **APPLICATION V 20-02-04: Watkins Real Estate Group requests a variance from Article XV, Section 1509(C), Table 5 regarding the aggregate square footage allowed in Sign District 3 for approximately 49.65 acres of property located on Old Register Road (Tax Parcel 076 000001 000).**
  - B) **APPLICATION V 20-02-05: Watkins Real Estate Group requests a variance from Article XV, Section 1509(C), Table 5 regarding the number of free standing signs allowed in Sign District 3 for approximately 49.65 acres of property located on Old Register Road (Tax Parcel 076 000001 000).**
  - C) **APPLICATION V 20-02-06: Watkins Real Estate Group requests a variance from Article XV, Section 1509(C), Table 5 regarding the maximum square footage allowed for free standing signs in Sign District 3 for approximately 49.65 acres of property located on Old Register Road (Tax Parcel 076000001000).**
  - D) **APPLICATION V 20-02-07: Watkins Real Estate Group requests a variance from Article XV, Section 1509(C), Table 5 regarding the maximum height for freestanding signs allowed in Sign District 3 for approximately 49.65 acres located on Old Register Road (Tax Parcel 076 000001 000).**

E) **APPLICATION V 20-02-08: Watkins Real Estate Group requests a variance from Article XV, Section 1509(C), Table 5 regarding the maximum square footage allowed for building signs in Sign District 3 for approximately 49.65 acres located on Old Register Road (Tax Parcel 076 000001 000).**

F) **APPLICATION V 20-02-09: Watkins Real Estate Group requests a variance from Article XV, Section 1509(C), Table 5 regarding the maximum number of building signs allowed on a single elevation in Sign District 3 for approximately 49.65 acres located on Old Register Road (Tax Parcel 076 000001 000).**

A motion was made to open the public hearing for agenda items 9, 10, 11, & 12 A-F.

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

A motion was made to close the public hearing for agenda items 9, 10, 11, 12 A-F.

<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>	

A motion was made to approve applications SE 20-02-01, V20-02-10, V 20-02-13, V 20-02-04, V 20-02-05, V 20-02-06, V 20-02-07, V 20-02-08, V 20-02-09.

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

### 13. Other Business from City Council

Mayor McCollar called on City Attorney Cain Smith to speak to the revisions to Chapter 30 of the Statesboro Code of Ordinances previously discussed at the Work Session.

City Attorney Cain Smith recapped the information regarding the revision/replacement of Chapter 30 from the previous work session. What this ordinance does is allow the Mayor to declare a local state of emergency. The declaration would need to be confirmed by Council either at a special called meeting or at a regular meeting. The one originally presented ordinance at the work session and upon recommendation by Councilmember Phil Boyum and approval by the present members of council there is a slight revision to Section 30-3 (f) which is the Continuance of a local state of emergency



adding to the last line, “No state of local emergency shall continue for longer than 30 days, unless renewed by the Mayor and confirmed by a majority of quorum of City Council.”.

Mr. Smith stated the typical ordinance presentation is that Council tells us to do it then we bring it back for first reading and then second reading for approval which would require three meetings under Section 2-2-4 of City code of Ordinances. However, upon recommendation of City Staff, which we are recommending, and unanimous vote of Council all those formalities can be waived which would allow this to be immediately effective.

A motion was made to approve revisions of Chapter 30 of the Statesboro Code of Ordinances and waive the formalities of Sec. 2-2-4.

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

**14. City Managers Comments; None**

**15. Public Comments (General) None**

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

At 5:49 pm a motion was made to enter into executive session.

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

Mayor McCollar called the regular meeting back to stating no action was taken in executive session.

At 6:01 pm a motion was made to exit executive session.

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

**17. Consideration of a Motion to appointments for the following Commissions and Boards**

- A) Keep Statesboro Bulloch Beautiful Advisory Board**
- B) Statesboro Tree Board**
- C) Statesboro Beautification Commission**
- D) Commission on Diversity and Inclusion**

City Clerk Leah Harden read names of individuals for each commission or board as follows:

**Keep Statesboro Bulloch Beautiful Advisory Board:**

Kathryn Kaufmann  
Donald Armel  
Ashely Sheffield

**Statesboro Tree Board**

Greg Brock  
James Thibudeau

**Statesboro Beautification Commission:**

Maurice Coley  
Rich chambers,  
Darius Deloach  
Adreinne Dobbs

**Commission on Diversity and Inclusion**

Deion Byrd  
Nandi Marshall.

A motion was made to approve these appointments as read.

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

Mayor McCollar stated this is an interesting time for the City of Statesboro. We have to take care of ourselves our families and our Community. Any concerns you may have look to the CDC and Georgia Department of Public Health websites for up to date current information on the COVID-19. Continue to practice social distancing.

**18. Consideration of a Motion to Adjourn**

A motion was made to adjourn.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Venue Mack
<b>SECONDER:</b>	Councilmember Paulette Chavers

**AYES:**

Boyum, Chavers, Mack, Riggs, Barr
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**ABSENT**

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The meeting was adjourned at 6:04 pm



CITY OF STATESBORO  
COUNCIL MINUTES  
MARCH 22, 2020

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SPECIAL CALLED MEETING      50 E. Main St. City Hall Council Chambers      2:00 PM

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**Notification of this meeting and its contents was emailed to the Statesboro Herald on March 21, 2020 at 2:45 pm.**

**1. CALL TO ORDER**

Mayor Jonathan McCollar called the meeting to order

**ATTENDENCE**

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

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

**2. COVID- 19 Update and Strategy Discussion**

Mayor McCollar stated this meeting is the City's response to the COVID-19 situation for our community. The purpose of this meeting is to give an update on the information that has been shared with us over the past few days. We want everyone to understand that COVID-19 is a very serious and deadly matter and a contagious situation. Dr. Mark McCracken a local physician and Medical Director of Hospitalist at East Georgia Regional Medical Center and Dr. Anna Benson joined the meeting via conference call. Dr. McCracken stated there have been no positive cases. With the consensus of hospital physicians, COVID-19 is believed to exist in our community but due to the lack of testing available we are not able to tell how many cases are here.

Mayor McCollar read a communication sent to him by several local physicians. Attached.

Councilmember Barr stated we need to really enforce the social distancing to keep others from getting sick. In doing so it will flatten the curve.

Councilmember Boyum stated thirty days is a bit excessive. Most businesses have been proactive and they are taking a big hit. Lots of individuals have been laid off.

Mayor McCollar read the Executive Order. This order will be effect for the next 16 days and will be revisited at the April 7, 2020 Council Meeting.

Councilmember Barr: made some recommendations that will help to curb this, reach out to people you know call email text snap chat etc.

Dr. Anthony Chappell stated he appreciates the Mayor and Council coming together for such an occasion the more we can prepare the better off we will be at the end of this.

Councilmember Chavers stated this is a difficult decision to make for the City but we need to work together. I know there are many individuals who are affected by it but I am here for the life of the people. Setting this executive order right now at this point is what is best for the individuals here in the City of Statesboro.

Charles Penny stated City Hall be closed to the public tomorrow March 23, 2020 for sanitization. City employees will report to work. We will be cleaning other building as well and but not tomorrow and we will let the public know when that happens.

Councilmember Boyum stated we need to require sick individuals to stay home not just encourage.

A motion was made to adjourn.

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

The meeting was adjourned at 2:36 pm

Dear local and state officials:

We are physicians who serve Statesboro and the surrounding communities. Collectively we are acting to respond to the COVID-19 pandemic as it enters our community. This letter and our signatures represent our individual professional opinions regarding swift and bold action that must occur to curb the potentially-devastating impact on our hospitals, our patients, the city of Statesboro, and the state of Georgia.

It is inevitable that the virus enters our community, as neighboring cities and counties are beginning to report positive results of the COVID-19 test. It is not a question of IF, but WHEN. As are many communities and hospitals across the country, we are woefully underprepared for the number of people who will need treatment when it comes to availability of ICU beds, ventilators, personal protective equipment. Our only action then is to make choices which may slow the spread of the virus, so that we have a chance to not completely overwhelm our healthcare infrastructure to the point where rationing lifesaving measures becomes a reality.

**As such we implore you to put a shelter in place order effective immediately, or as soon as is feasibly possible.**

We understand that there will be unintended consequences of these drastic measures, but the alternative is worse. If we cannot slow down the rate of infection immediately, our health care system will be overwhelmed. This is what we mean when we say to “flatten the curve.”

We applaud your sophisticated understanding of this disease and its spread. As you and your public health advisors likely already know, COVID-19 is contracted through respiratory droplets (sneezes, cough, just breathing, on hands/surfaces) and should be considered highly contagious. While the majority of patients (>80%) will recover without the need to be in the hospital, up to 10% will be so ill they need to be admitted to the intensive care unit (ICU). The death rate is much higher than with seasonal influenza, particularly for people with certain medical problems. The death rate is also significantly higher for patients over age 60 and possibly over 20% for those over the age of 80.

The recommended measures of personal hand hygiene, avoiding touching your face, and aggressive social distancing are burdensome but are the best measures to reduce the number of people getting sick. Just as important, these measures will reduce the speed with which the virus spreads. If we can reduce the number of cases but also

double or triple the time over which those cases happen, the healthcare system will be less likely to be overwhelmed by the demand; this is “flattening the curve.”

East Georgia Regional Medical Center (EGRMC) has a total of 24 critical care beds. You can imagine how quickly these will fill if our community becomes sick all at once. Slowing the spread or “flattening the curve” will undoubtedly save lives.

The timing and scope of these additional measures are difficult considerations. It is possible that any measures at this time could be deemed either overly aggressive or too late. With that in mind, we advocate for steps that may be deemed overly aggressive, as this is preferred in matters of community safety. We commend you and city leaders for the aggressive actions you have taken to date, such as closing our public schools and also canceling any large official gatherings to lower the likelihood of community spread.

The hours and days ahead will be critical to mitigating community spread. While recommendations for hand hygiene and social distancing are spot on, their voluntary implementation in our community are clearly challenging and not optimally effective given the exponential growth in COVID-19 cases in numerous communities across the country despite widely-publicized recommendations for social distancing.

We know these are difficult steps, and we are hesitant to have to recommend them. We as a state may face short-term economic set-backs as a result, but the long-term economic consequences of not acting now are greater. The big-picture perspective is necessary.

We also want to acknowledge that this virus tends to be surprisingly mild and well-tolerated in most kids, healthy young adults, and middle-aged adults. This makes it really tempting to say it isn't a big deal, most people get this virus. Although they may not be severely affected by the virus, young, healthy people must practice social distancing. In South Korea, where significantly-more testing has been done, 20-29 year-olds represented 30% of those infected. Individuals in this age group can have relatively mild symptoms but still spread the COVID-19 virus. If infected, older family members, friends, or other vulnerable community members may be hospitalized or die with this virus, particularly if there are shortages of medical care.

Hindsight will not look kindly on actions that are taken too late here. Moreover, as health professionals, we know that the weeks to come are already at risk of overwhelming our fragile healthcare system. Please help us so we can help our community face this crisis.

Thank you for your consideration of our perspective. We would be happy to discuss further if you have questions or concerns. Likewise, we would be happy to provide resources and guidance to you.

Best regards,

Chelsea Mikell, MD  
Obstetrics and Gynecology  
Ogeechee OB/GYN

Scott Mikell, MD  
Family Medicine and Geriatric Medicine  
Statesboro Family Practice

Ian Munger, MD  
Emergency Medicine  
East Georgia Regional Medical Center

Sreelu Dega, MD  
Urgent care Physician  
Mednow / Northside Hospitals - Augusta / Atlanta

Ruthie Crider, MD  
Emergency Medicine  
East Georgia Regional Medical Center

Hugh James, MD  
Anesthesiology  
Anesthesia Management Associates

Albert Lee, MD  
Anesthesiology

James Hiller, MD  
Obstetrics and Gynecology  
Southern OB/GYN

Ajay Jain, MD  
Cardiology  
Cardiovascular Associates of Eastern Georgia



Rani Reddy, MD  
Internal Medicine  
Candler Internal Medicine

Brian Moogerfeld, MD  
Internal Medicine  
Moogerfeld Internal Medicine

Maria Moogerfeld, MD  
Internal Medicine  
Moogerfeld Internal Medicine

Angela Davis, MD  
Family Medicine  
Family Health Care Center

Anna Benson, MD  
Pediatrics  
Mama Doc Pediatrics

Al Palmer, MD  
Obstetrics and Gynecology  
East Georgia Women's Center

Benjamin Oldham, MD  
Obstetrics and Gynecology  
Ogeechee OB/GYN

Gary Sullivan, MD  
Obstetrics and Gynecology  
Statesboro OB/GYN Specialists

Glen J Dasher, MD  
Family Medicine  
Southern Family Medicine

Luke Krautter, MD  
Family Medicine  
Southern Family Medicine

Matt Phillips, MD  
Family Medicine  
Southern Family Medicine

Carla Branch, MD  
Family Medicine  
Statesboro Family Practice

Mark McCracken, MD  
Hospitalist  
East Georgia Regional Medical Center

Randy Smith, MD  
Family Medicine  
Statesboro Family Practice

Thomas J Miller, MD  
Family Medicine  
Southern Family Medicine-Claxton

Uday K Tata, MD  
Internal Medicine  
Hospitalist  
East Georgia Regional Medical Center

Kevin Purvis, MD  
Family Medicine  
Statesboro Family Practice

Wayne R Bryan, MD  
Hospitalist  
EGRMC

Kashyap Patel, MD  
Neurologist  
EGRMC

Justin Rountree, MD  
Anesthesia/Pain Management  
East Georgia Regional Medical Center

Cristina S. Rountree, MD  
Pediatrician

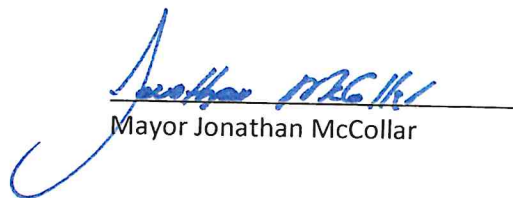
Cheryl E Perkins MD

### Executive Order

During the course of the State of Emergency for the City of Statesboro declared on March 19, 2020, pursuant to Sec 30-4(b)(8), the following, deemed necessary to promote and secure the safety and protection of the civilian population, shall be applicable:

- A) Public or private gatherings of more than ten (10) persons are prohibited anywhere in City of Statesboro for the duration of this Executive Order. For the purposes of this Order, a "gathering" is any indoor or outdoor event or convening, subject to the exceptions and clarifications below, which brings together or is likely to bring together, ten (10) or more persons at the same time in a single room or other single confined or enclosed space, such as an auditorium, stadium (indoor or outdoor), tent, arena, event center, music venue, meeting hall, conference center, restaurants, cafeteria, church, or any other confined indoor or confined outdoor space, to include birthday parties, family reunions, baby showers, and weddings. Funeral services shall only be held outdoors/ graveside and shall adhere to CDC distancing recommendations as current or amended. For purposes of this Executive Order, a "gathering" shall not include the following:
- i) Office space, government facilities, public or private schools, child-care facilities, residential buildings, or any type of temporary shelter or housing;
  - ii) Hospitals and medical facilities;
  - iii) Grocery stores, shopping centers or malls, other retail establishments; and
  - iv) Restaurants operating in compliance with Section B of this Order.
- B) Restaurants shall only offer curbside, take out, delivery, and drive through service options. Restaurants remaining open for business shall operate in a manner that allows for a minimum of six feet of separation between all customers and employees. Any bar not serving food shall close for business. Restaurants shall be authorized to sell and deliver sealed containers of beer and wine for off premises consumption.
- C) Hair salons, barbers, nail salons, spas, tattoo parlors, and indoor recreational facilities, including gyms, physical fitness centers, and dance studios, shall be closed for the term of this Executive Order.
- D) Any violation of this Executive Order shall be a misdemeanor, punishment pursuant to Section 30-11 of the Code of Ordinances of the City of Statesboro. Statesboro Police Department shall be authorized to enforce this Order.
- E) This Order shall be effective at 12:00 A.M. March 23, 2020 and remain in force until noon on April 7, 2020 or a subsequent Executive or Council Order is issued
- F) SO ORDERED this 22nd day of March, 2020



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

# 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:** City Manager Charles Penny

**From:** Leah Harden, City Clerk

**Date:** 03-30-2020

**RE:** GMA's Re-Certification for the Certified Ethics Program

**Policy Issue:** The City of Statesboro is scheduled to re-certify in June 2020 as a member in GMA's Ethics Program. A letter requesting approval to re-certify in the Ethics Program and a Resolution re-adopting the five Ethics Principals is due to GMA by April 30, 2020.

**Recommendation:** Mayor and Council approve a Resolution re-adopting the five Ethics Principals.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Resolution 2020-11

**Resolution 2020-11:**

**A Resolution for the City of Statesboro to remain a Georgia Certified City of Ethics**

**WHEREAS:** the board of directors of the Georgia Municipal Association has established a certified City of Ethics Program and;

**WHEREAS:** THE City of Statesboro, wishes to be certified as a Certified City of Ethics under the GMA Program and;

**WHEREAS:** part of the certification process requires the mayor and Council to subscribe to the ethics principles approved by the GMA board;

**NOW THEREFORE BE IT RESOLVED:** by the governing authority of the City of Statesboro Georgia that as a group and as individuals the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- Serve Others, Not Ourselves
- Use Resources with Efficiency and Economy
- Treat all People Fairly
- Use the Power of Our Position for the Well Being of our Constituents
- Create an Environment of Honesty, Openness and Integrity

**RESOLVED** this 7<sup>th</sup> day of April 2020

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

\_\_\_\_\_  
Councilmember Phil Boyum

\_\_\_\_\_  
Councilmember Paulette Chavers

\_\_\_\_\_  
Councilmember Venus Mack

\_\_\_\_\_  
Councilmember John Riggs

\_\_\_\_\_  
Councilmember Shari Barr

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

# CITY OF STATESBORO



## COUNCIL

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

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

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

**To:** Charles Penny, City Manager  
Jason Boyles, Assistant City Manager  
John Washington, Public Works / Engineering Director

**From:** Robert Seamans, Streets and Parks Superintendent

**Date:** March 19, 2020

**RE:** Local Government Scrap Tire Right-of-Way Abatement Program Application

**Policy Issue:** Grant Application

### **Recommendation:**

Staff recommends application to Georgia Environmental Protection Division (GA EPD) requesting \$5,558.14 in funds for the removal of scrap tires from the City of Statesboro, Georgia public right-of-ways.

### **Background:**

This will be the second year that the City of Statesboro has participated in this program. The Local Government Scrap Tire Right-of-Way Abatement Program administered by the Georgia Environmental Protection Division provides financial reimbursement to qualified local governments for the collection and recycling of scrap tires from public right-of-ways.

The only financial obligation is City forces for the labor and equipment necessary to collect the tires. No local match in funds are required.

**Budget Impact:** None

**Council Person and District:** All – citywide

**Attachments:** Resolution, Program Application

**RESOLUTION 2020-12:**

**A RESOLUTION APPROVING APPLICATION FOR FUNDING FROM THE LOCAL GOVERNMENT SCRAP TIRE ABATEMENT PROGRAM**

**THAT WHEREAS,** The Mayor and City Council have found that scrap tires in the public right of way is a nuisance that creates adverse effects on the environment and quality of life of the citizens of Statesboro, Georgia; and,

**THAT WHEREAS,** the Mayor and City Council have found that the Local Government Scrap Tire Abatement Program is desirable in order to provide financial support to the safe and effective removal of scrap tires from the public right of way in City of Statesboro, Georgia; and,

**WHEREAS,** City staff shall prepare an application to said program to provide funding for an amount up to \$5,558.14 for reimbursement for costs incurred in the collection and proper disposal of scrap tires removed from the public right of ways in Statesboro, Georgia; and,

**Whereas,** said Program allows for the disbursement funds over 12 month period; and,

**Whereas,** said Program requires no additional financial match:

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

**Section 1.** That the Mayor and City Council hereby authorize the submittal of application to the Georgia Environmental Protection Division for funding from the Local Government Scrap Tire Abatement Program.

**Section 2.** That the Mayor and City Council hereby authorize to execute all documents related to the application of said grant.

**APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2020.**

CITY OF STATESBORO, GEORGIA

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

Jonathan McCollar, Mayor

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

Leah Harden, City Clerk



*City of Statesboro*  
*Public Works and Engineering Department*

---

P.O. Box 348  
Statesboro, Georgia 30459

912.764.0681 (Voice)  
912.764.7680 (Fax)

**MEMORANDUM**

To: Charles Penny, City Manager  
Jason Boyles, Assistant City Manager  
John Washington, Director, Public Works and Engineering Department  
City West, Finance Director

From: Robert Seamans, Streets and Parks Superintendent

Date: March 18, 2020

Ref: GA EPD Local Government Scrap Tire Abatement Reimbursement Project

**Local Government Scrap Tire Abatement Reimbursement Application  
Right of Way Clean-Up  
City of Statesboro - FY 2021**

**Project Dates:**

2020 – 2021 from approval date to June 30, 2021  
July to September – Quarterly Report due October 2020  
October to December – Quarterly Report due January 2021  
January to March – Quarterly Report due April 2021  
April to June – Quarterly Report due July 2021  
Final Report due July 2021

**Project Boundaries:**

The project will be located within the city limits of the City of Statesboro. Specifically, along street and drainage right of ways.

**Project Operations:**

Scrap tires will be picked up from the City of Statesboro right of ways by the Public Works crews. The tires will be brought back to our Public Works Facility and placed in a designated roll-off for Right of Way Tires. The Sanitation Superintendent will be responsible for monitoring the roll-off and having it transported to the Statesboro / Bulloch County Landfill – Transfer station where the tires will be stored in a designated area for right of way tires. The Solid Waste Disposal Superintendent



will be responsible for monitoring the tires and when there are enough tires to fill a transport trailer the SWD Superintendent will make arrangements for Rackleff Enterprises, LLC. To transport the tires to Quality Tire Recycling, Inc.

**Documentation:**

The tires transported to Quality Tire Recycling, Inc. will need to be received and invoiced separate individual documents clearly noted that these are right of way tires. The documentation will be turned in to the Project Manager who will maintain the documents and compile needed reports. The Project Manager will coordinate all information with the City of Statesboro Finance Department as per our grant policy.

**Attachment:**

Guidelines for the EPD Local Government Scrap Tire Abatement Reimbursement Program

# GA EPD Scrap Tire Right-of-Way Application

## I. CONTACT INFORMATION

Government/Authority	City of Statesboro	Project Manager	Robert Seamans	Secondary Contact	Tammy Rushing
Federal Tax ID	58-6000668	Title	Streets and Parks Superintendent	Title	Public Works Admin Asst
Mailing Address	PO Box 348	Email	robert.seamans@statesboro.ga.gov	Email	tammy.rushing@statesboro.ga.gov
City/State/Zip	Statesboro, Georgia 30459	Phone	912-682-8135	Phone	912-764-0681
EPD Agreement #					

## II. RIGHT-OF-WAY PROJECT INFORMATION

Site Name \* Within the city limits of the City of Statesboro, Georgia

\*For example, all ROWs in the county, or a smaller boundary, such as the name of neighborhood or political district.

### A. COST ESTIMATE

Enter the estimated number of scrap tires that you think will be collected and the fixed costs for the project below. After the agreement is executed, if it's determined that the project cost will exceed the approved amount of funding, you must notify EPD and submit an amendment application.

Type of Tire	Number of Tires	Passenger Tire Equivalent (PTE)
Passenger	3560	3,560.00
Truck	85	453.05
Large Off-the-Road (OTR)	0	-
<b>Total</b>	<b>3645</b>	<b>4,013.05</b>

Estimated Tons	45.09	Inbound Freight	\$1,500.00
Rate per Ton	\$90.00	Flat Fuel Charge	\$0.00
Estimated Processing Cost	\$4,058.14	<b>Total</b>	<b>\$5,558.14</b>
Cost per PTE	\$1.39		

### B. STORAGE

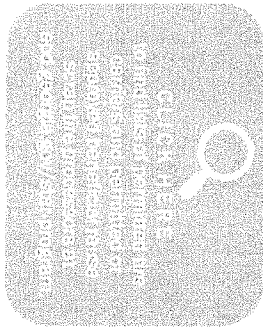
List all locations where the scrap tires will be temporarily stored while awaiting transport to a processing facility. If more than four, please list the others in your email. If a site does not have a permit or approval number that allows the storage of scrap tires, see the "Storage" tab below for guidance.

Name	Address	City	Zip	Permit/Approval #
Statesboro/ Bulloch County Landfill/ Transfer Station	Landfill Road	Statesboro	30458	016-030-GN PBR-016-06TS


**C. CARRIERS AND PROCESSORS**

List all tire carriers and beneficial reuse scrap tire processors you plan to use and their permit or approval numbers below. If you change carriers or processors after the execution of the agreement, you must notify EPD in writing (email is acceptable) of the new contractors and the reason for the change.

Name	Permit or Approval Number
Rackleff Enterprises, LLC.	01E-001-CR
Quality Tire Recycling, Inc.	018-002-STP



**III. ACKNOWLEDGEMENTS**

	YES	NO	N/A
Permitted tire carriers and permitted/approved beneficial reuse scrap tire processors will be used.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Procurement of contractors will follow current city/county procurement policy.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appropriate safety measures will be taken while performing scrap tire abatement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Liability waivers will be completed for volunteers, if applicable.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If there are any changes in the project after the execution of the agreement, awardee will notify EPD in writing (e.g., estimated cost of project, event date, location of temporary storage/collection sites, carriers/processors).	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
While awaiting transport to a scrap tire processor, tires will be stored in a manner that is protective of human health and the environment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Scrap tire removal will begin within 90 days of the executed agreement date.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Final report, reimbursement request, and other required documents will be submitted to EPD within 30 days of project completion.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**IV. AUTHORIZATION**

I, the undersigned authorized representative, certify that to the best of my knowledge, the information contained herein is true and correct.

Name \_\_\_\_\_

Date \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Sign **X** \_\_\_\_\_



TO USE THE E-SIGN FEATURE:  
1. Save this document to your computer

City/State \_\_\_\_\_  
ZIP \_\_\_\_\_

2. Double-click on the X at left  
3. Type or draw your signature or insert a scanned  
image of your signature.  
The details button is optional.

**APPLICATION INSTRUCTIONS**

1. Email this completed form and any required attachments to: epd.sta@dnr.ga.gov  
Please include the local government name in the subject line.

2. Or mail to: Georgia Environmental Protection Division - Land Protection Branch  
c/o Lena Chambliss, Recovered Materials Unit Manager  
4244 International Parkway, Suite 104  
Atlanta, GA 30354

Questions? Call EPD at 404-362-2537.  
Please allow 90 days for processing.



# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police *MB*

DATE: March 31, 2020

RE: Surplus of Police Department Items

POLICY ISSUE: Surplus Equipment

RECOMMENDATION: That Council approve the sale of the below listed items to the Blackshear Police Department.

BACKGROUND: The following listed items are surplus equipment which has been updated and replaced with newer equipment. The Blackshear Police Department has offered us \$6,000 for the items. We contacted two police equipment dealers (SRT Supply and Smyrna Police Distributors) who offered quotes which were less than the amount offered by Blackshear. The items:

Ten (10) Communications Headsets (manufactured by Peltor and Liberator)

Twenty-Seven (27) Motorola Portable Radios (11 are XTS 2500 and 16 are Model 5000)

Eight (8) rifles (manufactured by Colt) with serial numbers A0137129, A0188963, A0206087, A0137056, A0137096, A0137107, A0189038)

BUDGET IMPACT: A sale of outdated equipment that will net \$6,000

COUNCIL DISTRICT: All

ATTACHMENTS: Quotes from Blackshear Police, SRT Supply, and Smyrna Police Distributors

*City of Blackshear*  
**POLICE DEPARTMENT**



City Of Statesboro

March 9, 2020

To whom it may concern,

Blackshear Police Department has interest and intentions to purchase the following items from Statesboro Police Department for a combined price of \$6000.

(8) Colt M-16-A2 Rifles bearing serial numbers A0137129, A0188963, A0206087, A0137056, A0137096, A0137107, A0189038.

(12) Tactical Communications Headsets (Peltor, Liberators)

(11) Motorola XTS 2500 Portable Radio

(16) Motorola 5000 Portable Radio

Blackshear Police Department

219 Nichols St

Blackshear, GA 31516

A large, stylized handwritten signature in blue ink, written over a horizontal line.

Major Robby A. Boatright



**MARCH 5, 2020**

**Bill To:** STATESBORO POLICE DEPARTMENT  
25 W Grady St  
Statesboro, GA 30458  
912-489-8217

**Ship To:** STATESBORO POLICE DEPARTMENT  
25 W Grady St  
Statesboro, GA 30458

**PURCHASE QUOTE FOR ITEMS LISTED BELOW – \$4,500.00**

8 - Colt M-16-A2 rifles (NFA controlled items  
(Serial #'s: A0137129, A0188963, A0206087,  
A0137056, A0137096, A0137102, A0137107,  
A0189038)

10 - Tactical Communication Headsets  
(3 Peltor and 7 Liberator)

27 - Motorola XTS 2500 (11) / 5000 Portable Radios (16)

**CENTRAL BUSINESS OFFICE**

523 Chaffee Road S, Unit 12

Jacksonville, FL 32221

P: 727.827.2997

**CENTRAL SALES OFFICE**

2870 Scherer Drive, Suite 300

St. Petersburg, FL 33716

P: 727.526.5451

----- Forwarded message -----

From: **Troy Hendricks** <troyhendricks@spdistrib.com>

Date: Tue, Mar 31, 2020 at 10:55 AM

Subject: RE: Quote

To: Rob Bryan <rob.bryan@statesboroga.gov>

Use quote # 033020TH

Smyrna Police Distributors will offer for purchase of the below listed items \$3200.00

## **Troy Hendricks**

Outside Law Enforcement Sales

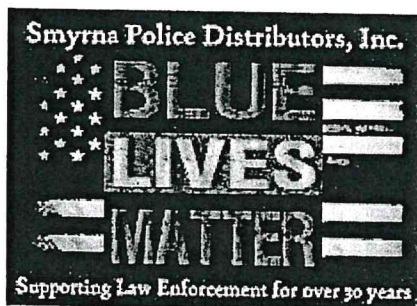
### **Smyrna Police Distributors, Inc.**

770-434-1986 - Office

770-891-0473 - Cell

770-989-1403 - Fax

troyhendricks@spdistrib.com



SPD currently has 8 Colt M-16-A2 rifles (NFA controlled items) (Serial #'s: A0137129, A0188963, A0206087, A0137056, A0137096, A0137102, A0137107, A0189038), 10 Tactical Communication Headsets (3 Peltor and 7 Liberator) and a 27 of Motorola XTS 2500 (11) and 5000 Portable Radios (16).





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:** 3-31-2020

**RE:** Updated Automatic Aid Agreement with Bulloch County for Fire Services

**Policy Issue:** NA

**Recommendation:** Approval of the updated Automatic Aid Agreement between Bulloch County Fire Department and Statesboro Fire Department as submitted.

**Background:** The City of Statesboro Fire Department and Bulloch County Fire Department originally entered onto an Automatic Aid Agreement in 2010. The purpose of this Agreement was to render supplemental fire services and resources in a manner that would be mutually beneficial for both fire departments. Over the years since entering into the Agreement, both fire departments have changed in a manner that now requires updating the document to reflect each fire department's current operational information and capabilities as they relate to the Agreement. Examples of these changes include but are not limited to:

- Removing the "City of Statesboro Public Safety Director" position from the agreement.
  - o When the Agreement was entered into in 2010, the City had a Director of Public Safety which served as the Department Head for both the Police Department and Fire Departments. This position is no longer utilized within the City of Statesboro organizational structure, and therefore should be removed from the Automatic Aid Agreement. The updated Agreement replaces the "Statesboro Public Safety Director" with the "Statesboro Fire Chief".
- Changes in Addendum A that allow for the Statesboro Fire Chief and the Bulloch County Fire Chief, in collaboration, to determine specific operational needs while maintaining the spirit of the Agreement's intent.



Timothy E. Grams  
Fire Chief

# Statesboro Fire Department

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



Jonathan M. McCollar  
Mayor

- Examples of this would include such things as what type of apparatus responds for specific incident types, which radio channel is assigned and utilized for fireground communications, etc.

In Addition to reflecting and/or updating each fire department's operational information, an updated Agreement is needed to ensure that residents and/or property owners within the City of Statesboro and Bulloch County are eligible to receive the appropriate Insurance Services Organization (ISO) Public Protection Classification (PPC) rating. Automatic Aid Agreements are utilized during an ISO PPC evaluation of a fire department and can help with a community's overall score/rating.

It is important to note that none of the changes within the proposed updated Agreement alter the fundamental intentions, principles and/or terms outlined in the original Agreement. The proposed updated Automatic Aid Agreement between the City of Statesboro Fire Department and Bulloch County Fire Department has been reviewed by both the City and County attorneys as well as the City and County Managers.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Agreement of Automatic Aid between the Bulloch County Fire Department and the City of Statesboro Fire Department.

**AGREEMENT OF AUTOMATIC AID**

**BULLOCH COUNTY, GEORGIA / STATESBORO, GEORGIA**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between Bulloch County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners (herein after referred to as "Bulloch County") and Statesboro, Georgia, organized and existing under the laws of the State of Georgia acting by and through its duly elected city officials (herein after referred to as ("Statesboro"));

**WITNESSETH:**

**WHEREAS**, Bulloch County and Statesboro each maintain a fire department for the purpose of suppression, protection, prevention, and rescue; and

**WHEREAS**, Bulloch County and Statesboro have determined that it is to the mutual advantage and benefit of each of the parties hereto that they render supplemental fire suppression, protection, and rescue to the other party in the event of a fire or other local emergency, and to take part in joint training exercises, and to assist in lowering insurance rates; and

**WHEREAS**, it is the desire of the signatories hereto to enter into this Agreement for automatic aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section II, Paragraph 3 and the Official Code of Georgia Annotated \_ 36-69 "Georgia Mutual Aid Act."

**NOW THEREFORE**, in consideration of the mutual covenants herein, and for other good and valuable consideration, the parties hereunto agree as follows:

## ARTICLE 1 - AUTOMATIC AID

**Paragraph 1.0**        The parties shall establish a mutually beneficial response protocol as designated and agreed upon by the Bulloch County Public Safety Director, the Bulloch County Fire Chief and the Statesboro Fire Chief. This response protocol may be changed to reflect additions or deletions of the response protocol with the approval of all parties.

**Paragraph 1.1**        In the event of any fire rescue, disturbance, or other fire related local emergency that may occur, Bulloch County and Statesboro shall furnish such fire suppression, protection, and rescue services as may be reasonably required to cope with such emergency, in addition to the first response assignment, subject to the limitations hereinafter set forth in this Agreement.

**Paragraph 1.2**        The level of automatic aid shall be extended to a level agreed upon by the Bulloch County Public Safety Director, the Bulloch County Fire Chief and the Statesboro Fire Chief and included herein as Addendum A.

## ARTICLE 2 - SUPERVISION

**Paragraph 2.0**        The furnishing jurisdiction shall dispatch appropriate personnel, officers and apparatus. The responding personnel, officers and apparatus shall coordinate resources of the furnishing jurisdiction and shall report to the IC (Incident Commander) of the jurisdiction having authority.

**Paragraph 2.1** When furnishing jurisdiction is receiving aid, then that officer shall coordinate and give the general directions as to the work to be done. This officer will be in command until properly relieved by an Officer of the jurisdiction receiving aid.

**Paragraph 2.2** Personnel who are furnished will work as far as possible under their own supervisors and with their own equipment except as provided in Paragraph 2.1

**Paragraph 2.3** All general directions relative to the work will be given the appropriate officers of the jurisdiction receiving aid.

### **ARTICLE 3 – LIABILITY**

**Paragraph 3.0** There shall be no liability imposed on any party or its personnel for failure to respond for the purpose of extinguishing or controlling fire or other immediate response emergency.

**Paragraph 3.1** Every employee shall be deemed to be the employee and agent of their regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than their regular employer.

**Paragraph 3.2** All damages or repairs to any equipment or apparatus shall be the responsibility of the owner of said equipment or apparatus.

### **ARTICLE 4 - CONSIDERATION**

**Paragraph 4.0** No party under this Agreement will be required to pay any compensation to the other party under this Agreement for services rendered pursuant to this Agreement.

**Paragraph 4.1** It is expressly agreed that the mutual advantage and protection afforded by this Agreement is adequate consideration to both parties.

**Paragraph 4.2** Each party pursuant to the Agreement shall comply with the workers compensation laws of the State of Georgia without any cost to the other party.

**Paragraph 4.3** Each party shall pay the salaries, benefits, and all other compensation for its own personnel without cost to the other party.

#### **ARTICLE 5 - RELEASE OF CLAIMS**

**Paragraph 5.0** Each of the parties agree to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly arising or indirectly arising out of the use of any vehicle, equipment, or apparatus by the other party during the provision of service pursuant to the Agreement.

#### **ARTICLE 6 - INJURIES TO PERSONNEL**

**Paragraph 6.0** Any damage or other compensation which is required to be paid to any fire employee by reason of an injury occurring while their services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that person.

## **ARTICLE 7 - NO THIRD PARTY BENEFICIARIES**

**Paragraph 7.0** This agreement shall not be construed as, or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

## **ARTICLE 8 - TERM OF AGREEMENT**

**Paragraph 8.0** This Agreement shall commence upon its approval by the respective governing bodies of Bulloch County and Statesboro. This Agreement shall stand automatically renewed by the parties on January 1, 2021 and each year thereafter on January 1st, until such time as written notice of termination or modification is received by either party at least ninety (90) days prior to the expiration of the first term or any term thereafter.

**Paragraph 8.1** Nothing in this Article shall preclude termination pursuant to Article 14.

## **ARTICLE 9 - DISPATCHING OF ALARM - AUTOMATIC AID**

**Paragraph 9.0** Central Dispatch will assign the appropriate Bulloch County Fire Station to assist Statesboro based on the incident location. Statesboro will respond based on Addendum A.

## **ARTICLE 10 - FIRE SCENE COMMUNICATIONS**

**Paragraph 10.0** The Incident Commander of the jurisdiction having control shall provide specific instruction to the automatic aid officer arriving on the emergency scene. A common fireground channel may be assigned by the jurisdiction having control.

**Paragraph 10.1** Upon arriving on scene, the automatic aid officer shall keep his or her department informed of the state of the operation. If it appears the automatic aid equipment will be needed at the emergency scene for an extended period of time, the automatic aid officer should so advise Central Dispatch.

## **ARTICLE 11 - MOVE UP EQUIPMENT**

**Paragraph 11.0** Each party agrees and acknowledges that it will be the responsibility of each party to provide the backup coverage necessary of its own department.

**Paragraph 11.1** In the event that a jurisdiction had dedicated a major amount of fire suppression or specialized equipment to an incident, the jurisdiction may request aid to cover vacant areas by "moving up" mutual aid units into the affected jurisdiction.

## **ARTICLE 12 – ADMINISTRATION**

**Paragraph 12.0** It is agreed by each of the parties that for purposes of liaison and administration, the Bulloch County Fire Chief, Bulloch County Public Safety Director, and the Statesboro Fire Chief shall be jointly responsible.



**ARTICLE 13 - ENTIRE AGREEMENT**

**Paragraph 13.0** This Agreement shall constitute the entire agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

**Paragraph 13.1** This Agreement shall be the sole instrument for the provisions of emergency fire service automatic aid between the parties.

**ARTICLE 14 - TERMINATION**

**Paragraph 14.0** Either party to this Agreement may terminate the Agreement by giving not less than ninety (90) days advanced written notice to the other party.

**ARTICLE 15 - SEVERABILITY OF TERMS**

**Paragraph 15.0** In the event that any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

**ARTICLE 16 - GOVERNING LAW**

**Paragraph 16.0** This Agreement shall be governed in all aspects by the laws of the State of Georgia.

**IN WITNESS WHEREOF**, the parties hereto set their hands and seals.

APPROVED AS TO FORM:

BULLOCH COUNTY, GEORGIA

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Chairman, Board of Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Manager

APPROVED AS TO FORM:

STATESBORO, GEORGIA

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Mayor, City Council

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Statesboro City Manager

\_\_\_\_\_  
Fire Chief, Statesboro

**STATESBORO BULLOCH COUNTY AUTOMATIC FIRE AID AGREEMENT  
ADDENDUM A**

All aid must be dispatched to all reported structure fires in Statesboro and Bulloch County on the initial alarm.

The automatic aid must be provided 24 hours a day, 365 days per year.

All fire ground communications will have a common mobile and portable radio frequency capability.

The fire ground communications channel will be assigned by Central (911) communications and/or in accordance with departmental policies of the department receiving automatic aid.

For response to all structure fires, Bulloch County will furnish aid to Statesboro in the form of personnel and equipment.

Bulloch County personnel may be combat firefighters to supplement Statesboro firefighting crews, to form a Rapid Intervention Team, or support personnel to assist with non-combat related activities as defined by the Georgia Firefighters Standards and Training Council.

Bulloch County shall furnish equipment in the form of engines for fire suppression, tankers for water supply, aerial ladder company support, and service units for additional equipment.

Bulloch County Central communications will dispatch the geographically closest Bulloch County fire district/station to the reported incident address to assist Statesboro on all reported structure fires in the City of Statesboro and the Statesboro Fire District. The dispatched Bulloch County fire district/station will respond with the appropriate personnel and equipment according to Bulloch County Fire Department Standard Operating Guidelines.

Statesboro will respond with a minimum of one engine and two firefighters to all reported structure fires in Bulloch County outside the City of Statesboro and the Statesboro Fire District.

Additional personnel and/or apparatus may be included on the initial response as deemed appropriate and agreed to by the Bulloch County Fire Chief and Statesboro Fire Chief.

This agreement shall, in addition to incident response, consist of a training component.

The Bulloch County Fire Department shall train/drill once per month with the Statesboro Fire Department according to the following schedule. Each drill shall be 3 hours in duration, and the time, place, and curriculum calendar shall be determined in the month preceding the scheduled drills by the respective training officer's for the Bulloch County Fire Department and the Statesboro Fire Department.

January— Bulloch County Stations 2, 3, 9 and Statesboro Fire Department

February — Bulloch County Stations 4, 5 and Statesboro Fire Department

March —Bulloch County Stations 6, 7, 8 and Statesboro Fire Department

April — Bulloch County Stations 2, 3, 9 and Statesboro Fire Department

May — Bulloch County Stations 4, 5 and Statesboro Fire Department

June — Bulloch County Stations 6, 7, 8 and Statesboro Fire Department

July— Bulloch County Stations 2, 3, 9 and Statesboro Fire Department

August — Bulloch County Stations 4, 5 and Statesboro Fire Department

September — Bulloch County Stations 6, 7, 8 and Statesboro Fire Department

October — Bulloch County Stations 2, 3, 9 and Statesboro Fire Department

November — Bulloch County Fire Stations 4, 5 and Statesboro Fire Department

December — Bulloch County Fire Stations 6, 7 8 and Statesboro Fire Department

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Owen Dundee, City Planner II

**Date:** March 30, 2020

**RE:** April 7, 2020 City Council Agenda Items

**Policy Issue:** *Statesboro Subdivision Regulations: Hartford Subdivision – “Improvement Agreement” and “Community Agreement”.*

**Recommendation:** Staff recommends approval of the LSSD Hartford, LLC/Hartford Subdivision Improvement and Community Agreements.

**Background:** Lamar Smith Homes is in the process of developing a 150-lot single-family home subdivision with associated site improvements and community amenities. The developer intends to hold the entire subdivision under one ownership entity. Therefore, the approval of the attached agreements will be required in order for the subdivision to receive City services. Additionally, the City Attorney and City Staff have reviewed and approved this agreement (Tax Parcel MS69 000003A 000).

**Budget Impact:** None

**Council Person and District:** Boyum (District 1)

**Attachments:** Hartford Subdivision Community and Improvement Agreement.

[Space above this line for recording data.]

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THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING PLEASE RETURN TO:

Matthew C. Weiner, Esq.  
222 E. Gordon St.  
Savannah, Georgia 31401

**STATE OF GEORGIA**

**COUNTY OF BULLOCH**

**HARTFORD SUBDIVISION COMMUNITY AGREEMENT**

THIS AGREEMENT is made and entered into as of the \_\_\_ day of April, 2020, by and between LSSD HARTFORD, LLC, a Georgia limited liability company (“LSSD”), and Mayor and Council of the City of Statesboro (“City”).

WHEREAS, LSSD is the owner of certain real property in Bulloch County, Georgia, consisting of approximately 61.87 acres (the “Property”) as further described on Exhibit A attached hereto and incorporated herein, which it is developing as a community of single family homes for rent (the “Project”);

WHEREAS, as a condition of its approval of the Project, the City required LSSD to enter into an Agreement for Use and Maintenance of Improvements, a copy of which is attached hereto as Exhibit B and incorporated herein (“Improvements Agreement”);

WHEREAS, in addition to and not in substitution of the Improvements Agreement, and in lieu of a declaration of covenants, conditions, and restrictions for the Community, the City has requested, and LSSD has agreed, to enter into this Agreement.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties hereto agree as follows:

I. City Access. LSSD hereby grants City an easement over, under, upon, and through all roads and common paths in the Community for access, ingress, egress, and other appropriate uses necessary for City (i) to repair, maintain, and replace all City-owned utilities and (ii) to provide public services, including but not limited to fire, police, and/or emergency medical services. Said easements are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

II. LSSD Maintenance Obligations. LSSD shall be responsible for repair, maintenance, and replacement of all Community site improvements installed by LSSD, other than those for which responsibility was transferred to the City pursuant to the Improvements Agreement, including but not limited to (i) all infrastructure within the privately owned roads (e.g. road base, asphalt, curb, and sidewalks), (ii) storm water management systems (e.g. storm manholes, drains, and detention areas), (iii) all common areas shown on any existing or future plats recorded by LSSD, and any improvements to such common areas (e.g. entrance ways, signage, amenities, and street lights).

III. Future Sale by LSSD. In the event that LSSD elects to sell individual residential

lots or homes within the community to third parties, LSSD shall form a homeowners' association ("HOA") for the community and assign its responsibilities hereunder to such HOA. The City, by its signature hereto, consents to such transfer. Prior to forming such HOA, LSSD shall submit draft HOA documents to City for its review and approval, which review and approval shall be limited to confirmation that the HOA will be responsible for LSSD's obligations as set forth in this Agreement. Notwithstanding anything stated herein to the contrary, in the event that LSSD sells or transfers its interest in the entire Project to a single buyer that continues to operate the Project as a rental community then the foregoing provision shall not apply; however, if such buyer elects to sell individual residential lots or homes within the community to third parties then it shall form an HOA for the community in the manner set forth in the first two sentences of this Item III.

IV. Miscellaneous. This Agreement is in addition to, and not in substitution of, the Improvements Agreement. In the event of a conflict between this Agreement and the Improvements Agreement, this Agreement shall prevail. This Agreement shall be governed by Georgia law.

[remainder of page intentionally blank]

[signatures appear on following page]

IN WITNESS WHEREOF, the parties have executed this instrument to be effective as of the date first above written.

Signed, sealed and delivered in the presence of:

MAYOR AND COUNCIL OF THE CITY OF STATESBORO

Robin F. Poole  
Witness

By: \_\_\_\_\_ (L.S.)

Shellicia Deun  
Notary Public  
My Commission Expires: 12-26-22



LSSD HARTFORD, LLC

\_\_\_\_\_  
Witness

By: [Signature] (L.S.)  
Byron Lamar Smith, Manager

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**



THIS BOX IS RESERVED FOR THE SUPERIOR COURT CLERK'S PLUMB INFORMATION

EASEMENT LINE TABLE	EASEMENT CURVE TABLE																																																																																																																																																																																																																				
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**CERTIFICATE OF APPROVAL FOR RECORDING**

Pursuant to the Subdivision Regulations of the City of Statesboro, Georgia, all the requirements for approval having been fulfilled, this final plat was given approval by the City of Statesboro.

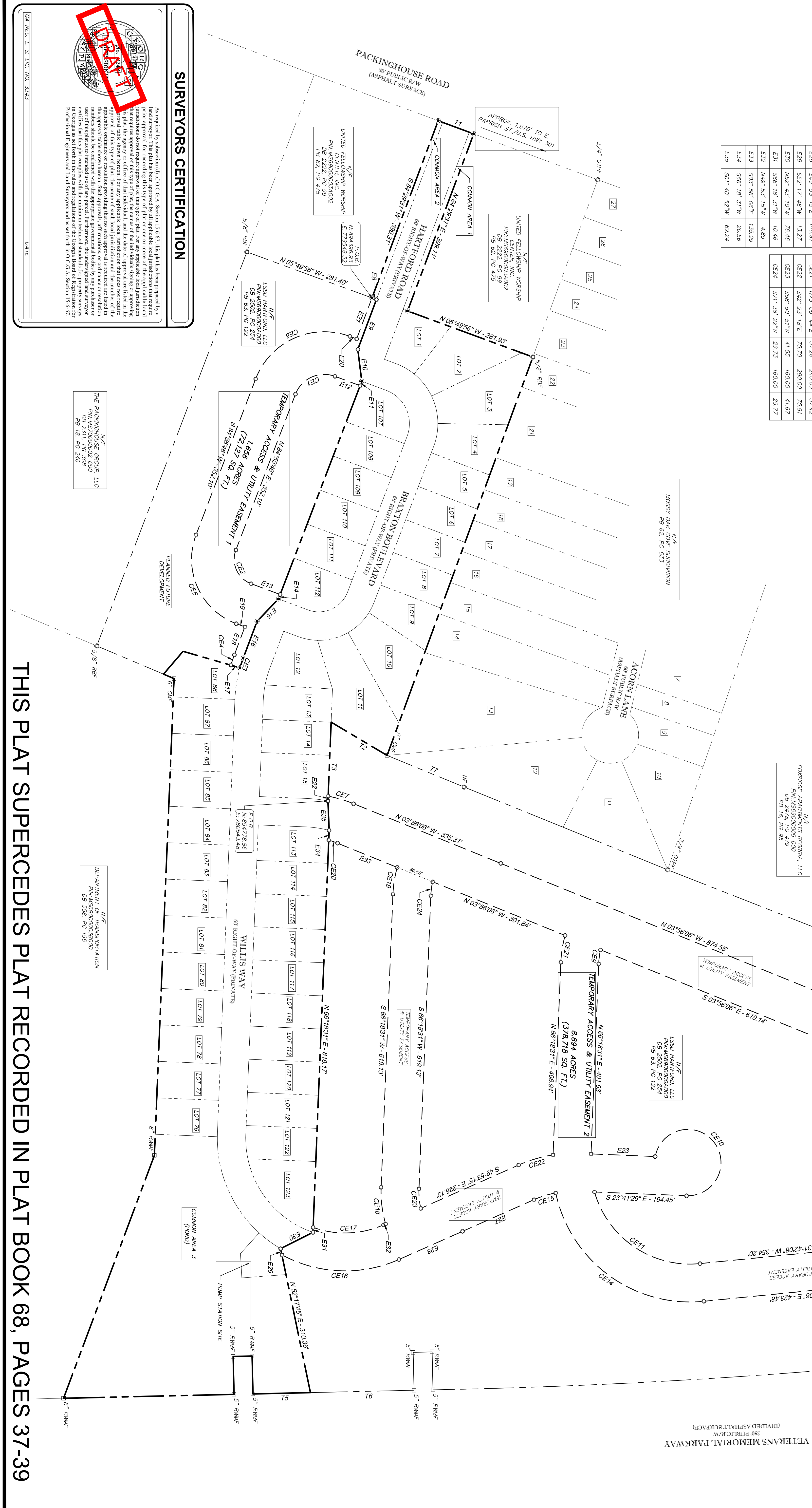
DATE: \_\_\_\_\_

DIRECTOR OF PLANNING AND DEVELOPMENT

**SEE SHEETS 2-3 FOR PHASE 1 SUBDIVISION DETAIL**

**LEGEND**

- PROPERTY BOUNDARY: P.O.B.
- ADJACENT PROPERTY LINE: N/A
- METS AND BONDS: N/A
- ESSEMENT TAG LABEL: # of CE#
- CONCRETE MONUMENT FOUND: R/W
- 5/8" RBF: RBF
- 3/4" OIRP: OIRP
- RIGHT-OF-WAY MONUMENT FOUND: R/W
- RIGHT-OF-WAY PRE-FOUND: R/W
- 3/4" OPEN TOP PIPE FOUND: PO
- POINT OF BEGINNING: P.O.B.
- PROPERTY ID NUMBER: P/N
- NOW FORMERLY: N/F
- RIGHT-OF-WAY: R/W
- NOT TO SCALE: N.T.S.
- PLAT BOOK: PB
- DEED BOOK: DB
- PAGE: PG



**SURVEYORS CERTIFICATION**

As required by subsection (4) of O.C.G.A. Section 15-6-67, this plat has been prepared by a registered Professional Engineer and Land Surveyor and as such it is hereby certified that the measurements shown on this plat are true and correct to the best of the surveyor's knowledge and belief, and that the same were obtained by direct measurements or by indirect measurements by means of theodolite, transit, or other approved instrument, and that the same were reduced to Mean Sea Level, and that the same were checked by a second registered Professional Engineer and Land Surveyor, and that the same were approved by the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

REC: L.S. LIC. NO. 3343

DATE: \_\_\_\_\_

THIS PLAT SUPERCEDES PLAT RECORDED IN PLAT BOOK 68, PAGES 37-39

**MAJOR SUBDIVISION**

**HARTFORD SUBDIVISION - PHASE 1**

PIN:MS69000003C000 & PIN: MS69000003A000

1209TH G.M.D., STATESBORO, BULLOCH COUNTY, GEORGIA

Prepared for: LSSD HARTFORD, LLC

PROJECT NO.: 18-2056

DESIGNED BY: SMC

DRAWN BY: DP

SURVEYED BY: WPF

CHECKED BY: WPF

SCALE: 1" = 100'

DATE: 10/08/2019

**EMC ENGINEERING SERVICES, INC.**

PO Box 2086  
1211 Merchant Way, Suite 201  
Statesboro, GA 30458  
Ph: (912) 764-7022  
Fax: (912) 233-4580  
statesboro@emc-eng.com  
www.emc-eng.com

CIVIL MARINE ENVIRONMENTAL

OFFICE LOCATIONS: ALBANY, ATLANTA, AUGUSTA, BRUNSWICK, COLUMBUS, SAVANNAH, STATESBORO, AND VALDOSTA

1" = 100'

GRAPHIC SCALE: 1" = 100'

**EMC ENGINEERING SERVICES, INC.**

EMC ENGINEERING SERVICES, INC.

NO.	REVISION DESCRIPTION	BY	DATE
1	ADD (PRIVATE) TO ROAD R/W	SAC	2/19/20

THIS BOX IS RESERVED FOR THE SUPERIOR COURT CLERK'S FILING INFORMATION.



**SURVEY NOTES**

- Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).
- Zone of Bearings and Horizontal Control were obtained utilizing GPS (Global Positioning Systems). The equipment used to obtain this data was a Carlson BRX6 GNSS receiver (RTK Accuracy) (Horizontal trim + 1ppm RMS), a RTK antenna (1ppm RMS), and a Leica M1020L for the vertical measurements from a Trimble VRS Real Time Network operated by GPS Solutions, Inc.
- All deed book references shown hereon are recorded in the Clerk of Superior Court's Office of Bulloch County, Georgia.
- This survey was prepared without the benefit of an abstract of title. Subject Engineering Services, Inc. and are not guaranteed as to accuracy or completeness.
- Locations are accurate only where dimensioned.
- X (shaded) Special Flood Hazard Areas per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 1303 C(02)B(01), dated 03/20/07, are shown in this drawing. The Flood Hazard data was obtained from the public website, taken digitally from <http://hazards.fema.nas.uscrs.com>, and have not been verified in the field by EMC Engineering Services, Inc.
- No person may copy, reproduce, distribute or alter this plat in whole or in part without the written permission of EMC Engineering Services, Inc.
- The term "Certification" as used in Rule 180-6-09 (2) and (3) and relating to professional engineering of land surveying services, as defined in the Code of Georgia Annotated (O.C.G.A.) Section 18-6-1, shall be based upon facts and knowledge known to the engineer at the time of the survey and is not a guarantee or warranty, either expressed or implied.
- This survey is valid only if print has the original signature of the surveyor.
- This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (O.C.G.A.) 18-6-57, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
- All wetlands are under the jurisdiction of the U.S. Army Corps of Engineers and/or the State of Georgia Department of Natural Resources. Lot owners are subject to penalty by law for disturbance to these protected areas without proper permit application and approval.
- Wetland delineation was performed in accordance with the National Wetland Inventory (NWI) criteria as shown on sheet 37-39 of this survey provided by Vincent Henny, dated June 18, 2007.

**ZONING**

This property is zoned R-10 (Single Family Residential)

**LOT REQUIREMENTS**

Area, Width & Yard Requirements  
Minimum Lot Size: 10,000 sq. ft.  
Minimum Lot Width at Front Setback: 70 feet

Minimum Front Yard Setback: 20 feet  
Minimum Side Yard Setback: 10 feet  
Minimum Rear Yard Setback: 20 feet

The building area shall not exceed 40% of the lot area.

Height Regulations  
For any dwelling: 35 feet and not to exceed 3 stories.  
For any building accessory to any dwelling: 15 feet and not exceeding one story.

**CERTIFICATE OF APPROVAL FOR RECORDING**

Pursuant to the Subdivision Regulations of the City of Statesboro, Georgia, all the requirements for approval having been fulfilled, this final plat was given approval by the City of Statesboro.

DIRECTOR OF PLANNING AND DEVELOPMENT

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



**SURVEYORS CERTIFICATION**

As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a professional engineer and land surveyor who is duly licensed in the State of Georgia. I, the undersigned, certify that I am duly licensed in the State of Georgia and that I am a duly licensed Professional Engineer and Land Surveyor. I hereby certify that the above information is true and correct to the best of my knowledge and belief.

UNITED FIELD SERVICE WORKSHOP  
PIN: MS6900003C000  
PB 2502, PG 254  
PB 63, PG 192

UNITED FIELD SERVICE WORKSHOP  
PIN: MS6900003C000  
PB 2502, PG 254  
PB 63, PG 192  
ZONED: OR

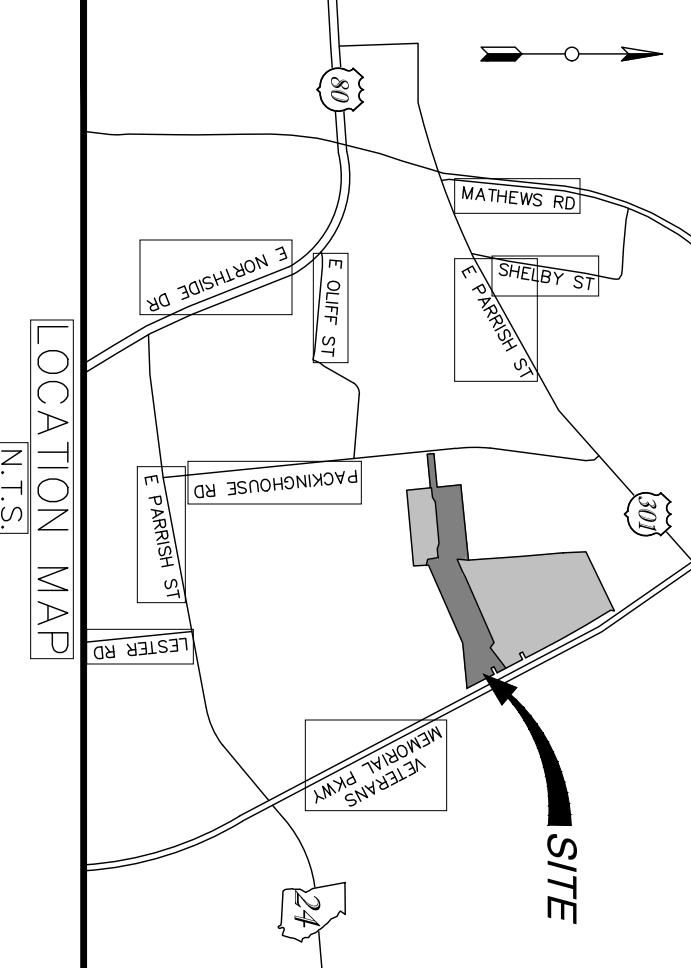
LSSD HARTFORD, LLC  
PIN: MS6900003C000  
PB 2502, PG 254  
PB 63, PG 192  
ZONED: R10

MOSSY OAK COVE SUBDIVISION  
PB 62, PG 633  
ZONED: RB

THIS PLAT SUPERCEDES PLAT RECORDED IN PLAT BOOK 68, PAGES 37-39

**LEGEND**

PROPERTY BOUNDARY	---	POINT OF BEGINNING	(P.O.B.)
ADJACENT PROPERTY LINE	---	PROPERTY IDENTIFIER	(P.I.)
METES AND BOUNDS	N 47°45'54"E - 487.00'	NON-OR EQUIVALENT	(N/O)
TAG LABEL	LA 01' CA	RIGHT-OF-WAY	(R.O.W.)
CONCRETE MONUMENT FOUND	(C.M.F.)	PLAT BOOK	(P.B.)
5/8" IRON REBAR FOUND	(O) 5/8" BAR	DEED BOOK	(D.B.)
RIGHT-OF-WAY MONUMENT FOUND	(R.O.W.M.)	PAGE	(P.G.)
5/8" IRON REBAR SET W/ CAP	(O) 3/4" OFF	MEASURE POINT	(M.P.)
3/4" OPEN TOP PIPE FOUND	(O)		



MAJOR SUBDIVISION

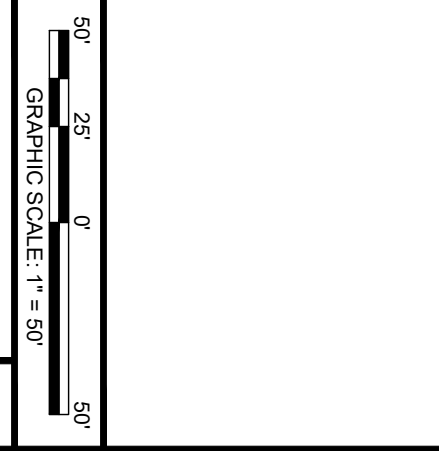
**HARTFORD SUBDIVISION - PHASE 1**  
PIN:MS6900003C000 & PIN: MS6900003A000  
1209TH G.M.D., STATESBORO, BULLOCH COUNTY, GEORGIA

Prepared for:  
**LSSD HARTFORD, LLC**

**emc ENGINEERING SERVICES, INC.**  
PO Box 2086  
1211 Merchant Way, Suite 201  
Statesboro, GA 30458  
Ph: (912) 764-7022  
Fax: (912) 233-4580  
statesboro@emc-eng.com  
www.emc-eng.com

CIVIL MARINE ENVIRONMENTAL

OFFICE LOCATIONS: ALBANY, ATLANTA, AUGUSTA, BRUNSWICK, COLUMBUS, SAVANNAH, STATESBORO, AND VALDOSTA



NO.	REVISION DESCRIPTION	BY	DATE
1	ADD (PRIVATE) TO ROAD RW	SAC	2/19/20

PROJECT NO.: 18-2056  
DESIGNED BY: SAC  
SURVEYED BY: DEP  
SURVEY DATE: 06/16/2019  
CHECKED BY: WFW  
SCALE: 1" = 50'  
DATE: 10/08/2019

SHEET 2 OF 3

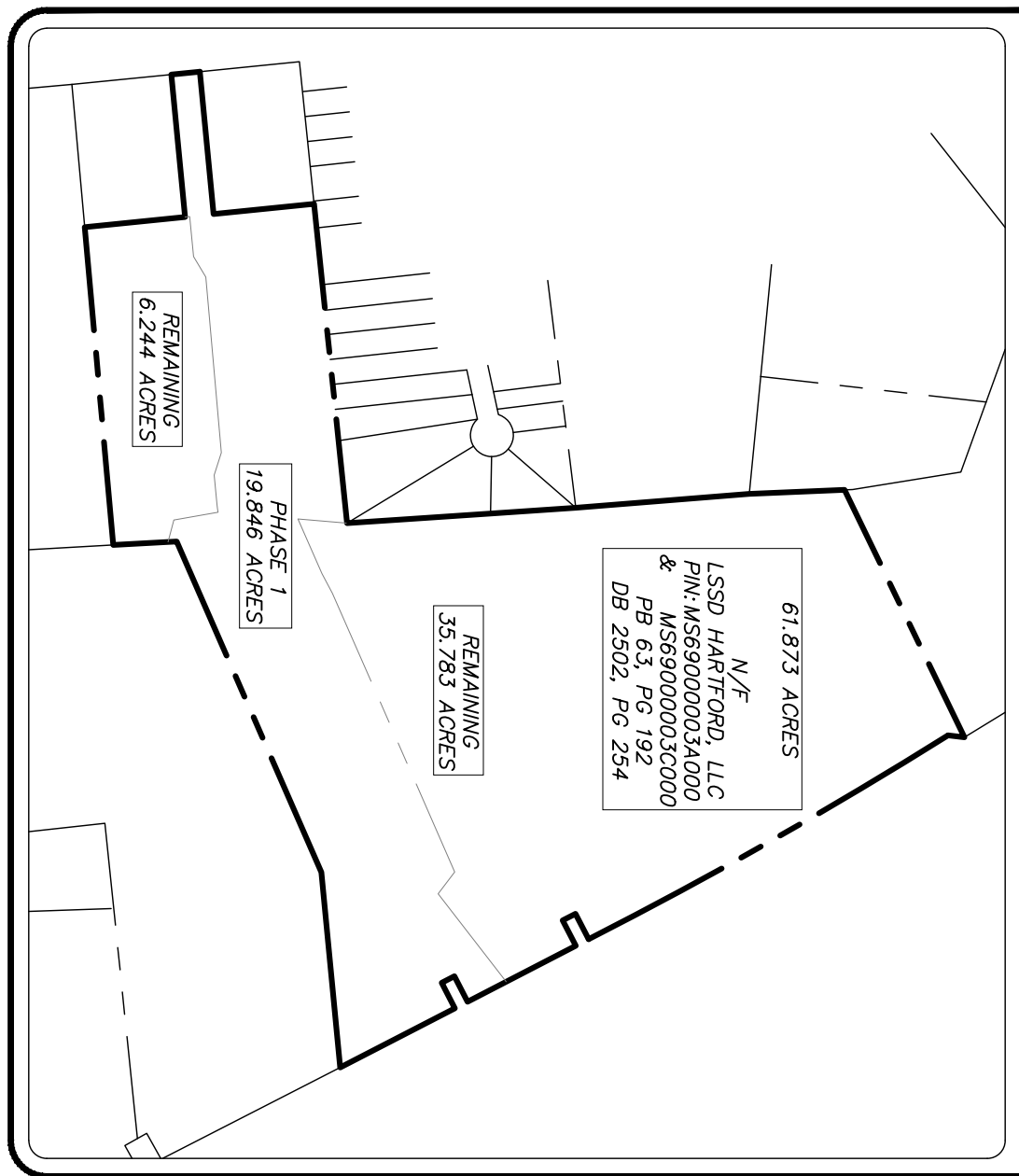


THIS BOX IS RESERVED FOR THE SUPERIOR COURT CLERK'S FILING INFORMATION.

**LEGEND**

PROPERTY BOUNDARY	---	POINT OF BEGINNING	P.O.B.
ADJACENT PROPERTY LINE	---	PROPERTY ID NUMBER	PIN
METERS AND BOUNDS	N 47°55'41" E - 487.05'	NOW OR FORMERLY	N/F
TAG LABEL	L# or C#	RIGHT-OF-WAY	R/W
CONCRETE MONUMENT FOUND	☐ C/MF	NOT TO SCALE	N.T.S.
58" IRON REBAR FOUND	☐ 5/8" RBF	PLAY BOOK	PB
RIGHT-OF-WAY MONUMENT FOUND	☐ R/WMF	DEED BOOK	DB
58" IRON REBAR SET W/ CAP	○ 3/4" ORF	PAGE	Pg
3/4" OPEN TOP PIPE FOUND	○ 3/4" ORFP	MEASUREMENT POINT	MP

**INSET - PARENT PARCEL**



**LINE TABLE**

LINE #	DIRECTION	LENGTH
L1	S05°49'58"E	10.00
L2	N05°34'58"W	26.61
L3	S05°34'59"E	32.55
L4	N61°40'52"E	62.24
L5	S52°43'10"E	76.46
L6	S62°41'23"W	80.00
L7	S27°18'36"E	80.00
L8	N62°41'29"E	80.00
L9	S03°04'39"E	24.11
L10	N75°20'58"W	63.44
L11	S84°36'00"W	82.93
L12	N22°10'45"W	63.38
L13	S56°52'52"E	67.66
L14	S05°49'58"E	10.00
L15	N66°18'57"E	20.00
L16	S60°44'03"W	51.53
L17	N73°43'57"W	58.81
L18	S05°34'59"E	66.58
L19	N05°34'58"W	55.33

**CURVE TABLE**

CURVE #	BEARING	CHORD	RADIUS	ARC
C1	N03°43'14"E	43.65	135.00	43.84
C2	N25°43'08"E	59.33	135.00	59.82
C3	N51°06'03"E	59.30	135.00	59.79
C4	N74°21'32"E	49.53	135.00	49.89
C5	S89°25'19"E	24.56	125.00	24.60
C6	S69°42'29"E	60.81	125.00	61.42
C7	S40°12'18"E	66.50	125.00	67.31
C8	S15°10'54"E	41.68	125.00	41.87
C9	N79°46'38"E	36.99	220.00	37.04
C10	N70°31'54"E	33.17	220.00	33.20
C11	N19°11'53"W	43.87	280.00	43.92
C12	N17°17'21"W	49.06	220.00	49.17
C13	S59°11'58"W	51.99	210.00	52.11
C14	S22°30'01"W	207.39	210.00	216.91
C15	S10°17'58"W	56.15	220.00	56.25
C16	S40°27'53"W	221.33	270.00	228.05
C17	S65°29'07"W	7.26	270.00	7.26
C18	S73°13'58"W	67.51	280.00	67.68
C19	S82°22'42"W	21.71	280.00	21.71
C20	S97°19'20"E	91.50	65.00	101.51
C21	N39°40'23"E	106.54	75.00	118.48

LSSD HARTFORD, LLC  
 PIN: MS69000003C000  
 DB 2502, PG 254  
 PB 63, PG 192  
 ZONED: R10

PLANNED FUTURE DEVELOPMENT

COMMON AREA 3 (POND)  
 3.943 ACRES  
 (17,175.8 SQ. FT.)

N/F  
 DEPARTMENT OF TRANSPORTATION  
 PIN: MS69000003B000  
 DB 558, PG 196  
 ZONED: R15

ZONE A  
 ZONE X

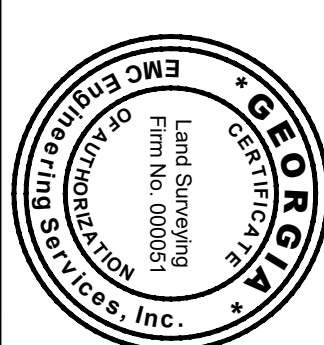
THIS PLAT SUPERCEDES PLAT RECORDED IN PLAT BOOK 68, PAGES 37-39

**CERTIFICATE OF APPROVAL FOR RECORDING**

Pursuant to the Subdivision Regulations of the City of Statesboro, Georgia, all the requirements for approval having been fulfilled, this final plat was given approval by the City of Statesboro.

MAJOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 DIRECTOR OF PLANNING AND DEVELOPMENT: \_\_\_\_\_ DATE: \_\_\_\_\_

NO.	REVISION DESCRIPTION	BY	DATE
1	ADD (PRIVATE) TO ROAD R/W	SAC	2/19/20



EMC ENGINEERING SERVICES, INC.  
 PO Box 2086  
 1211 Merchant Way, Suite 201  
 Statesboro, GA 30458  
 Ph: (912) 764-7022  
 Fax: (912) 233-4580  
 statesboro@emc-eng.com  
 www.emc-eng.com



OFFICE LOCATIONS: ALBANY, ATLANTA, AUGUSTA, BRUNSWICK, COLUMBUS, SAVANNAH, STATESBORO, AND VALDOSTA

MAJOR SUBDIVISION  
**HARTFORD SUBDIVISION - PHASE 1**  
 PIN: MS69000003C000 & PIN: MS69000003A000  
 1209TH G.M.D., STATESBORO, BULLOCH COUNTY, GEORGIA  
 Prepared for:  
**LSSD HARTFORD, LLC**

**SURVEYORS CERTIFICATION**

As required by subsection (b) of O.C.G.A. Section 15-6-67, this plat has been prepared by a professional land surveyor and is a true and correct copy of the original plat as approved by the Surveyors Board of the State of Georgia. The survey was conducted in accordance with the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



PROJECT NO.: 18-2056  
 DRAWN BY: SAC  
 DESIGNED BY: DDP  
 SURVEYED BY: DDP  
 SURVEY DATE: 09/16/2019  
 CHECKED BY: WFW  
 SCALE: 1" = 50'  
 DATE: 10/08/2019

SHEET 3 OF 3

**EXHIBIT "B"**

**IMPROVEMENTS AGREEMENT**

STATE OF GEORGIA  
COUNTY OF BULLOCH

**AGREEMENT FOR OWNERSHIP, USE, MAINTENANCE, REPAIR AND/OR  
REPLACEMENT OF WATER MAINS AND RELATED IMPROVEMENTS**

THIS AGREEMENT is made and entered into as of the \_\_ day of April, 2020, by and between LSSD HARTFORD, LLC, a Georgia limited liability company (“LSSD”), and Mayor and Council of the City of Statesboro (the “City”).

WHEREAS, LSSD is the owner of certain land consisting of approximately 61.87 acres (the “Property”) as described on Exhibit A attached hereto and incorporated herein;

WHEREAS, LSSD intends to develop the Property for single family residential home sites (the “Community”) in several phases (each a “Phase” and collectively the “Phases”);

WHEREAS, as of the date hereof, the City has approved and LSSD has recorded a plat for Phase 1 of the Community (“Phase 1”) as shown on Exhibit B attached hereto and incorporated herein; and

WHEREAS, as a condition of its approval of Phase 1 and future Phases, the City is requiring LSSD to make certain agreements with respect to water mains and associated improvements, detention ponds, and other improvements in, on, under, or to the Property

NOW, THEREFORE, in consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

I. Water Mains and Related Improvements. Upon execution of this Agreement, (i) LSSD shall warranty maintenance, repair, and/or replacement (as necessary) the water main, hydrants, and water valves servicing the Property for a period of three hundred sixty-five (365) days. Following the expiration of said 365-day period ownership and responsibility for chlorination, testing, maintenance, repair, and/or replacement of the same, shall pass to the City. (ii) LSSD shall warranty maintenance, repair, and/or replacement (as necessary) of the lateral lines in Phase 1 only for a period of three hundred sixty-five (365) days. Following the expiration of said 365-day period, ownership and responsibility for maintenance, repair, and/or replacement of said Phase I lateral lines shall pass to the City. Upon the recordation of a plat for each future Phase after Phase 1, (i) LSSD will warranty maintenance, repair, and/or replacement (as necessary) of the lateral lines for such Phase for a period of three hundred and sixty-five days (365) days commencing on the recordation of the plat for such Phase, and (ii) upon the expiration of each such 365-day period, ownership and responsibility for maintenance, repair, and/or replacement of the lateral lines for such Phase shall pass to the City.

II. LSSD shall be responsible for maintaining all detention ponds and common areas in each Phase from the platting thereof until such time as LSSD assigns such obligations to any homeowners’ or property owners’ association established for the Community, and at such time LSSD shall cease to have any such maintenance obligations.

III. LSSD shall fully comply with all laws, rules; regulations and requirements of any

federal, state or local government, authority, agency, commission or regulatory body insofar as any of the same may apply to the construction, use, and maintenance of the water main, valves, hydrants, lateral lines, and detention ponds in any Phase(s).

IV. City hereby grants LSSD an easement over, under, upon, and through the roads, mains, and lines it owns within the Community for access, ingress, egress, and other appropriate uses necessary for LSSD to fulfill its obligations as provided herein. LSSD hereby grants City an easement over, under, upon, and through the Community for access, ingress, egress, and other appropriate uses necessary for City to fulfill its obligations as provided herein. Said easements are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this instrument to be effective as of the date first above written.

Signed, sealed and delivered in the presence of:

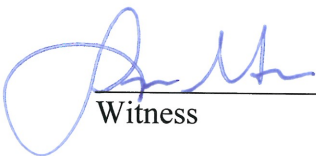
**MAYOR AND COUNCIL OF THE CITY OF STATESBORO**

\_\_\_\_\_  
Witness

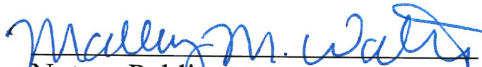
By: \_\_\_\_\_(L.S.)

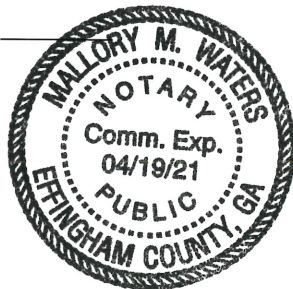
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**LSSD HARTFORD, LLC**

  
\_\_\_\_\_  
Witness

By:   
\_\_\_\_\_  
Byron Lamar Smith, Manager (L.S.)

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



# 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

**From:** John Washington, Director of Public Works and Engineering  
Kiara Ahmed, Civil Engineer

**Date:** March 13, 2020

**RE:** Recommendation of Low Bidder for "City of Statesboro Street Resurfacing FY 2020"

**Policy Issue:** Purchasing

### **Recommendation:**

The low bidder, Sikes Brothers Inc., meets the requirements of the bid package and submitted an acceptable bid bond. Staff recommends awarding this contract to Sikes Brothers Inc. in the amount of \$996,500.00 and requests approval to spend up to the budgeted amount of \$1,100,952.80 for additional work to be based on contractor's unit bid prices.

### **Background:**

The work in this contract includes, but is not limited to, asphalt resurfacing of approximately 6.33 miles of city streets, 820 square yards of 6" GAB installation, 47,530 square yards of asphalt milling, 935 feet of asphalt leveling, as well as some full depth reconstruction and reinstallation of roadway striping.

The low bidder is Sikes Brothers Inc. with a bid of \$996,500.00, followed by McLendon Enterprises, Inc. with a bid of \$1,017,330.76, R.B. Baker with a bid of \$1,171,738.90, and Ellis Wood Contracting with a bid of \$1,237,903.65.

### **Budget Impact:**

The low bid submitted by Sikes Brothers Inc. is below the budgeted amount of \$1,100,952.80. The project is to be paid for by 2020 LMIG funds in the amount of \$328,952.80 and 2020 TSPLOST funds up to the amount of \$772,000.

**Council Person and District:** The street resurfacing list includes streets in each district.

Attachments: FY2020 Resurfacing Project Map

CC: Darren Prather, Director of Central Services

## **AGREEMENT**

**THIS AGREEMENT** (Agreement”) is made and entered into this 13th day of March, 2020 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **SIKES BROTHERS INC.**, hereinafter referred to as "Contractor", party of the second part,

## **WITNESSETH**

**WHEREAS**, and in consideration of the mutual benefits accruing to the parties hereto, the Contractor hereby agrees to perform, and City agrees to compensate Contractor for, all necessary services to provide CITY OF STATESBORO STREET RESURFACING FY 2020, as described in the proposal dated March 11th, 2020, to the Central Services Department, which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services"; provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the parties to take account of the date, if any, by which this Agreement is executed by both parties.
2. Contractor's compensation for the services outlined in the Scope of Services shall be a Not-To-Exceed amount of \$1,100,952.80 based on unit prices as provided in the Proposal.
3. Contractor shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City of Statesboro. Contractor's compensation for work that is clearly beyond the "Scope of Services" shall be at unit prices as provided in the proposal or a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Contractor for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
4. If any items in any invoices submitted by the Contractor are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.



5. The Contractor assumes full responsibility for the payment of all assessments, payroll taxes, or contributions, whether State or Federal, as to all Contractor's employees engaged in the performance of work under this contract. In addition, the Contractor agrees to pay any and all gross receipts, compensation, transaction, sales, use, or other taxes and assessments of whatever nature and kind levied or assessed as a consequence of the work performed or on the compensation paid under this contract; provided, however, that, in no event shall Contractor be responsible for payment of any taxes relating to the City's income.
6. Alterations, deletions, and/or additions to the terms and conditions of this contract may only be made by the mutual written consent of the parties.
7. Any term or condition of the Contract which by operation or existence is in conflict with applicable Local, State, or Federal Law shall be rendered void and inoperative. City and the Contractor agree to accept the remaining terms and conditions.
8. Should any part of this Agreement be declared unenforceable, all remaining sections shall remain enforceable.
9. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Georgia. Venue for any legal action resulting from this Agreement shall lie in Bulloch County, Georgia.
10. Contractor hereby covenants and agrees that they will not discriminate, with reference to work to be performed pursuant hereto, against any employee or applicants because of age, race, color, religion, sex, disability, sexual orientation, genetic information or national origin.
11. All data, materials, documents, notes, memoranda, intellectual property, and other information provided or disclosed by Contractor to City, or otherwise used by Contractor to provide or perform any Scope of Services, in connection with this Agreement shall be owned solely and exclusively by Contractor and shall constitute the confidential and proprietary information of Contractor for all purposes hereunder (all the foregoing, collectively, "Contractor's Confidential Information"). The City shall neither copy, nor disclose nor distribute to any third party, any of Contractor's Confidential Information without Contractor's prior written consent unless required to do so by the Georgia Open Records Act (O.C.G.A. § 50-18-70 et. seq.), other similar laws, in response to a court order, subpoena, or other legal process. Prior to any such disclosure the City shall notify the Contractor. Further, the City shall not use any such Contractor's Confidential Information, except to the extent permitted hereunder. The City's obligations under this Section 11 shall survive any

termination or expiration of this Agreement, and promptly after any such termination or expiration, or upon any request by Contractor, the City shall return to Contractor all such Contractor's Confidential Information and all copies thereof unless the City is required by law to retain the documents. In no event shall the City acquire any ownership or other rights in any Contractor's Confidential Information, whether by implication or otherwise, except to the extent expressly set forth herein. Subject to the foregoing in this Section 11, Contractor shall make available to the City all data, notes and memoranda completed during the Scope of Services and upon completion of the services will forward to the City the results of the Scope of Services for its use.

12. This Agreement may be terminated by either party at any time and for any reason upon (30) days prior written notice. Upon termination Contractor shall be entitled to payment only for the actual cost of the work completed in conformity with this Agreement and any other costs actually incurred as are permitted by this Agreement.
13. All claims, disputes and other matters arising out of or relating to this Agreement or the breach hereof shall be governed by the laws of the State of Georgia.
14. Contractor agrees, on behalf of the City, to comply with the requirements of the Fair Credit Reporting Act. Contractor agrees to give notice to and obtain written authorization from every applicant prior to conducting any background investigation on said applicant.
15. This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

**WITNESS:**

**CONTRACTOR LEGAL NAME**

\_\_\_\_\_

\_\_\_\_\_

**Vendor Number** \_\_\_\_\_

**Recommended by:** \_\_\_\_\_  
Charles Penny, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
I Cain Smith, City Attorney

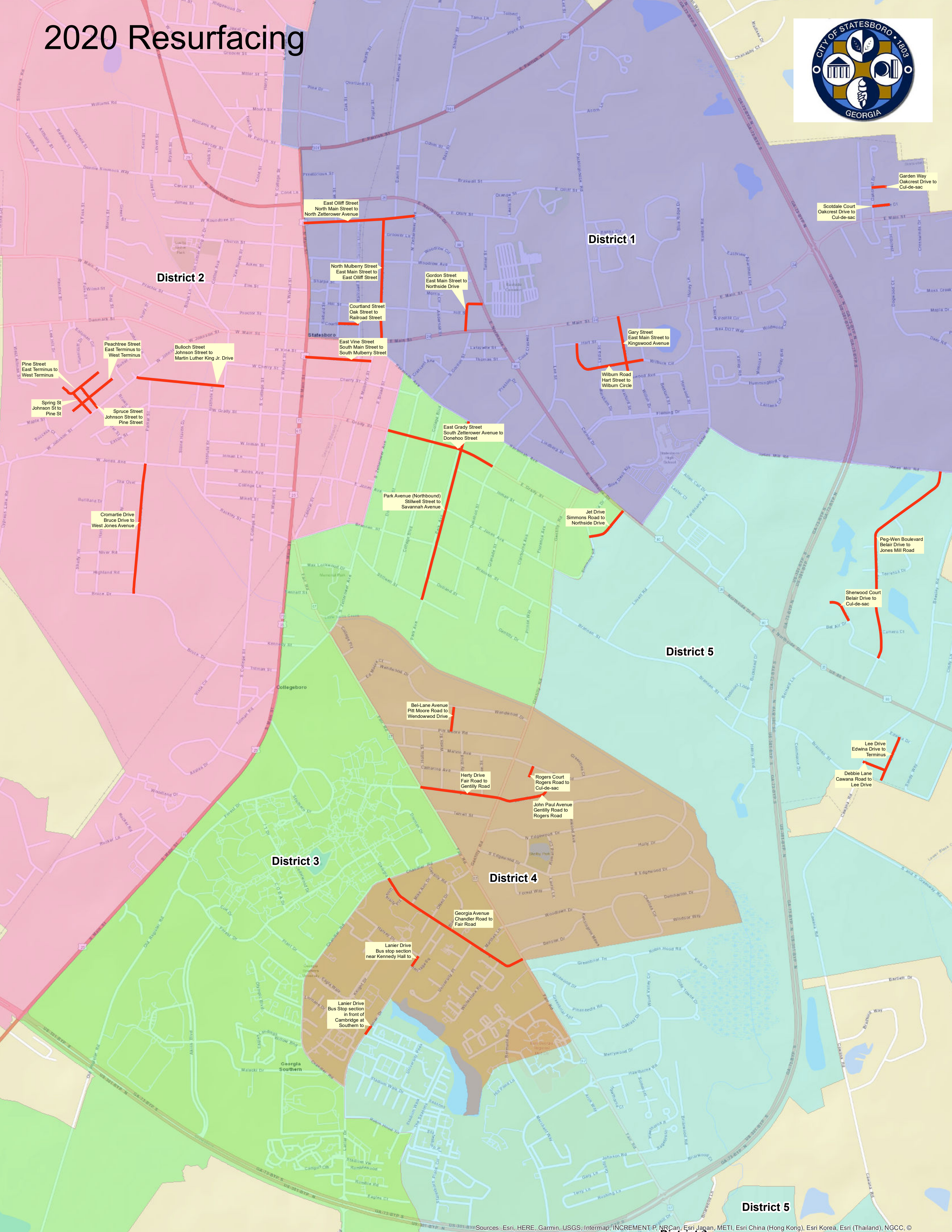
**ATTEST:**

**CITY OF STATESBORO**

**By:** \_\_\_\_\_  
Leah Harden, City Clerk

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

# 2020 Resurfacing



East Ollif Street  
North Main Street to  
North Zetterower Avenue

North Mulberry Street  
East Main Street to  
East Ollif Street

Gordon Street  
East Main Street to  
Northside Drive

Courtland Street  
Oak Street to  
Railroad Street

East Vine Street  
South Main Street to  
South Mulberry Street

District 1

Scotdale Court  
Oakcrest Drive to  
Cul-de-sac

Garden Way  
Oakcrest Drive to  
Cul-de-sac

District 2

Peachtree Street  
East Terminus to  
West Terminus

Bulloch Street  
Johnson Street to  
Martin Luther King Jr. Drive

Pine Street  
East Terminus to  
West Terminus

Spring St  
Johnson St to  
Pine St

Spruce Street  
Johnson Street to  
Pine Street

Cromartie Drive  
Bruce Drive to  
West Jones Avenue

East Grady Street  
South Zetterower Avenue to  
Donehoo Street

Gary Street  
East Main Street to  
Kingswood Avenue

Wilbur Road  
Hart Street to  
Wilbur Circle

Park Avenue (Northbound)  
Stillwell Street to  
Savannah Avenue

Jet Drive  
Simmons Road to  
Northside Drive

District 5

Sherwood Court  
Belair Drive to  
Cul-de-sac

Peg-Wen Boulevard  
Belair Drive to  
Jones Mill Road

Bel-Lane Avenue  
Pitt Moore Road to  
Wendwood Drive

Herty Drive  
Fair Road to  
Gentilly Road

Rogers Court  
Rogers Road to  
Cul-de-sac

John Paul Avenue  
Gentilly Road to  
Rogers Road

Lee Drive  
Edwina Drive to  
Terminus

Debbie Lane  
Cawana Road to  
Lee Drive

District 3

District 4

Georgia Avenue  
Chandler Road to  
Fair Road

Lanier Drive  
Bus stop section  
near Kennedy Hall to

Lanier Drive  
Bus Stop section  
in front of  
Cambridge at  
Southern to

District 5

District 3

# 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 W. Penny, City Manager

**From:** John Washington, City Engineer *JW*  
Marcos Trejo, Stormwater Manager *M.T.*

**Date:** March 4, 2020

**RE:** Side-arm Mower for Stormwater Division

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to award a contract to Atlantic & Southern Equipment, LLC in the amount of \$55,909.75 for and installed 22' Rear Cradle Boom including a 50" Rotary Mower to existing John Deere tractor with funds approved as part of the 2020 CIP Budget, Item STM-16 in the appropriated amount of \$75,000.00.

**Background:** This item is part of a planned upgrade to an existing 2012 John Deere 6130 Tractor by adding a Diamond side-arm mower to extend its mowing reach. The side-arm mower will increase the capabilities and efficiency of the City's mowing crew.

We are proposing to Purchase this unit using a Georgia State Contract#99999-001-SPD-0000102-0016 as approved by City purchasing policy. Sale and Service will be through Atlantic & Southern Equipment, LLC in Tifton, GA. They are the dealer for in our area for commercial construction equipment.

**Budget Impact:** Funding will be from GMA Lease Pool and paid back yearly using Stormwater Utility Fee funds.

**Council Person and District:** All

**Attachments:** Atlantic & Southern Equipment, LLC State Contract #99999-001-SPD-0000102-0016



ATLANTA OFFICE (404) 487-0350  
1642 FOREST PARKWAY  
LAKE CITY, GEORGIA 30260

TIFTON, GA 4186 HWY 82 WEST TIFTON, GEORGIA 31793 (229) 396-5988  
DOTHAN, AL 1923 KINSEY ROAD DOTHAN, ALABAMA 36303 (334) 793-9776  
ATHENS, AL 2015 HIGHWAY 72 WEST ATHENS, ALABAMA 35611 (256) 469-1180  
MOBILE, AL 6488 RANGELINE ROAD THEODORE, ALABAMA 36582 (251) 443-5229  
KNOXVILLE, TN 1500 HARRIS ROAD KNOXVILLE, TENNESSEE 37924 (865) 898-2083  
BIRMINGHAM, AL 2350 ALTON ROAD BIRMINGHAM, ALABAMA 35210 (205) 951-6656  
GOLDSBORO, NC 1504 HIGHWAY 117 SOUTH GOLDSBORO, NORTH CAROLINA (919) 734-0781

**QUOTATION AND INVOICING ORDER**

**DATE**

01/22/20

<b>CUSTOMER NUMBER:</b>		<b>SHIP TO:</b>	City of Statesboro-
<b>BUYER / LESSEE:</b>	City of Statesboro		Public Works and Engineering Dept
<b>ADDRESS:</b>	50 East Main Street		50 East Main Street-Statesboro, Ga 30458
<b>CITY:</b>	Statesboro	<b>STATE</b>	Ga
		<b>ZIP</b>	30458
<b>PHONE:</b>	Cell- 912-764-0655--Fax -912-764-0664	<b>EMAIL:</b>	<a href="mailto:marcos.trejo@statesboroga.gov">marcos.trejo@statesboroga.gov</a>
<b>CONTACT:</b>	Marcos Trejo Jr-PE-Stormwater Management	<b>PHONE:</b>	Cell-912-764-0655--Fax 912-764-0664
<b>SALE TYPE:</b>	<b>SALE</b>	<b>EQUIPMENT TYPE:</b>	<b>NEW</b>
		<b>TRADE-IN?</b>	<b>NO</b>
<b>ASE NUMBER:</b>		<b>UNIT SN:</b>	
<b>LOADER SN:</b>		<b>BACKHOE SN:</b>	
		<b>ENGINE SN:</b>	
		<b>UNIT HOURS:</b>	

QTY	EQUIPMENT #	DESCRIPTION	UNIT PRICE	TOTAL
1	DBM-C-N	22' Foot Rear Cradle Boom-including boom,mounting,	\$38,834.00	\$38,834.00
1		hardware,4 -spool valve-cable controls,transport lock,		
1		hydraulic actuator, auxillary oil cooler,pump and grill		
1		guard,Lexan safety glass and wheel weights		
1	DBR050-H	50 " Boom Ratary	\$12,238.00	\$12,238.00
1	48-0003	Factory Authorized Mount-Rear Cradle Boom Mower	\$8,905.00	\$8,905.00
1	100	Four Function Proportional Joystick Control -in lieu of	\$8,752.00	\$8,752.00
1		standard controls-		
1	1	Less State Contract Discount 25%	-\$17,182.25	-\$17,182.25
1		State Contract-99999-00 SPD0000102-0016		
1	1	Freight to and from Sioux Falls,SD	\$4,363.00	\$4,363.00
1	1	Existing boom to be removed by City prior to Shipment		
1		Tractor to be shipped clean		
1		Tractor-John Deere 6130D-4 WD		
1		Serial # Tractor-1PO6130DECH020898		
<b>STANDARD MFG WARRANTY *</b>		Standard Diamond Warranty		
<b>EXTENDED WARRANTY *</b>		None		
<b>MISC / OTHER WARRANTY</b>		None		

**\* STANDARD & EXTENDED WARRANTIES DO NOT INCLUDE ANY TRAVEL TIME AND/OR MILEAGE COVERAGE \***

**\*\* ALL USED EQUIPMENT IS SOLD "AS-IS WHERE-IS" WITH NO WARRANTY EXPRESSED OR IMPLIED \*\***

TRADE-IN INFORMATION							MACHINE TOTAL	\$55,909.75	
YEAR	MAKE	MODEL	SERIAL NUMBER	AMOUNT	PAY-OFF	NET	LESS NET TRADE	\$0.00	
				\$0.00		\$0.00	SUBTOTAL	\$55,909.75	
				\$0.00		\$0.00	<b>0.00% TAX</b>	<b>\$0.00</b>	
						\$0.00	DOWNPAYMENT	\$0.00	
<b>NET TRADE AMOUNT</b>							<b>\$0.00</b>	<b>TOTAL AMOUNT DUE</b>	<b>\$55,909.75</b>
							AMOUNT FINANCED		
							<b>FINANCED WITH</b>		

**CUSTOMER AND ATLANTIC & SOUTHERN EQUIPMENT, LLC - AGREEMENT APPROVAL**

Lessee authorizes Atlantic & Southern to file UCC-1 Financial Statement(s) and any and all UCC continuation statement(s) and/or other UCC forms with the applicable state. Lessee represents and warranties that the information provided herein or in connection with this agreement, including, but not limited to, their name, residence or state of incorporation or formation, and tax identification numbers, is true and correct.

"By signing below, Buyer/Lessee acknowledges that they have received the two pages of this document and agrees to: (1) the terms and conditions set forth on both pages of this document and any addendums attached hereto; (2) pay all applicable taxes which may be levied or assessed; and (3) pay for all damages to the equipment.

<b>Customer Printed Name</b>	<u>City of Statesboro</u>	<b>A&amp;S Sales Rep</b>	<u>JEFF SATTERWHITE</u>
<b>Signature &amp; Date</b>	_____	<b>Sales Dept. Approval</b>	_____
<b>Customer's Title</b>	_____	<b>Credit Dept. Approval</b>	_____
<b>Purchase Order No.</b>	_____	<b>Contract Number</b>	_____

ATLANTIC & SOUTHERN EQUIPMENT, LLC  
QUOTATION AND INVOICING ORDER  
TERMS AND CONDITIONS

Revised: MARCH 9, 2019

PAGE 2 OF 2

In the event a Buyer/Lessee ordered the equipment(s) described heretofore, said order shall be subject to the following terms and conditions, and by its order, Buyer/Lessee agrees to such terms and conditions and the terms and conditions of any rental, lease, conditional sales or sales agreement executed. Atlantic & Southern Equipment LLC. (hereinafter referred to as Seller/Lessor or "A&S Equipment") rejects any inconsistent terms or conditions that may be specified by Buyer/Lessee.

1. This quotation does not constitute a binding contract except that upon (1) written acceptance by Seller/Lessor and (2) delivery of the subject equipment by Seller/Lessor. The terms and conditions herein shall only be binding until such time as a final written rental, lease, conditional sales or sales agreement is executed, except that the grant of the security. Furthermore, interest shall be binding and shall survive this agreement. Any inconsistent terms shall be governed by the final written rental, lease, conditional sales or sales agreement executed. Prices and terms indicated in this quotation are subject to change without notice and the equipment is/are subject to prior sale or lease. If Seller/Lessor shall be unable, by any governmental decision, order or law, to sell or lease the equipment, which is and shall continue to be personal property, at the prices and terms specified herein, the Seller/Lessor may terminate its obligations hereunder. All quotation and invoicing orders and terms herein are subject to the acceptance and approval of the Seller/Lessor's sales department and credit department at their sole discretion at all times prior to release or shipment of equipment.

All sums specified shall be payable in lawful money of the United States at the office of the Seller/Lessor at 1642 Forest Parkway, Lake City, GA 30260.

2. **Default:** At the option of the Seller/Lessor, Buyer/Lessee shall be deemed in default: if Buyer/Lessee shall fail to pay the payments under the lease, rental, conditional sales agreement or any other payments when same become due; if Buyer/Lessee fails to timely perform any act required herein; if the property in question is levied on and/or seized by any public officer; if Lessee becomes insolvent or admits in writing that is unable to pay its debts when due; if a petition in bankruptcy is filed by or against Buyer/Lessee; if at any time Seller/Lessor shall deem the said property or its interest therein insecure; upon abandonment, death of or dissolution of Buyer/Lessee; or upon Lessee's default of any other agreement with Seller/Lessor.

3. **Remedies upon Default:** In the event of the happening of any of the above events of default, Seller/Lessor may, at its option, without demand or notice, exercise any or all of the following remedies: (i) accelerate the lease, rental or sales obligation and file suit therefore; (ii) accelerate the principal balance of a conditional sale and file suit therefore; (iii) charge default interest at the highest rate allowable by law; (iv) retake possession of said property, whenever and wherever found without incurring any liability for entering upon any premises for such purposes, and may, at a public or private sale, sell the property and after deducting all expenses, including reasonable attorney's fees and court costs, crediting the net proceeds of the sale to the unpaid balance due hereunder with any surplus paid to Buyer/Lessee and Buyer/Lessee agrees to pay Seller/Lessor for any deficiency remaining under the Contract after the sale is completed and the proceeds applied as herein provided; (v) avail itself of any other remedy provided by Uniform Commercial Code or by any law of the State of Georgia; (vi) replevy the equipment in which event Buyer/Lessee waives any and all notice requirements including but without limitations those in Georgia Statutes and any amendment and modification thereto.

4. Buyer/Lessee shall pay Seller/Lessor for reasonable costs, fees and expenses (including attorney's fees and court costs incurred through appellate levels), incurred by Seller/Lessor in the event of a controversy regarding this transaction, or in collecting monies due or to become due or incurred in replevying the equipment as a result of Buyer/Lessee ordering equipment and property from Seller/Lessor or as a result of a breach by Buyer/Lessee of any of its obligations hereunder. In the event litigation arises, the right of trial by jury is waived by both parties and Buyer/Lessee agrees that the suit may be brought only in Clayton County. These terms and conditions shall be governed and construed in accordance with the laws of the State of Georgia.

5. **IT IS UNDERSTOOD AND AGREED THAT THE EQUIPMENT IS RECEIVED IN GOOD WORKING CONDITION AND THE EQUIPMENT IS RENTED/ LEASED/ SOLD "AS IS" AND SELLER/LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES, OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE, AND IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, AND ANY IMPLIED WARRANTY ARISING FROM CUSTOMER, USAGE OF TRADE, STATUTE, COMMON LAW, OR OTHERWISE.** It is understood and agreed that Seller/Lessor shall not be liable to any Buyer/Lessee, operator or any other person for any injury, loss or damage, whether direct, incidental or consequential, resulting from the use of the equipment or caused by any defect, failure or malfunction of any of the equipment, regardless of the legal theory asserted, including but not limited to, negligence and/or strict liability.

6. Seller/Lessor warrants that it has title to and the power to sell/lease the equipment or property referred to hereunder and warrants that said equipment or property is free of liens.

7. **Delivery of Equipment:** The obligation of Seller/Lessor to deliver said equipment or property shall be deemed fulfilled when it has delivered the same at its place of business or warehouse. Delays in delivery shall be excused when caused by strikes, lockouts, accidents, fire, theft, governmental action, or any cause beyond reasonable control of Seller/Lessor. Buyer/Lessee hereby grants to Seller/Lessor a security interest from the date of execution of this agreement in the equipment and proceeds thereto referenced herein to secure Buyer/Lessee's obligations hereunder. Buyer/Lessee shall prior to delivery of any said equipment execute and record a Uniform Commercial Code Financing Statement as to all equipment and proceeds thereto referenced herein to secure the obligations hereunder.

8. **Indemnifications:** Buyer/Lessee shall indemnify and save Seller/Lessor, its agents, servants, successors and assigns harmless, now and hereafter, from any and all loss, damage or claims for liens to or on any equipment and from all loss, damage, liability claims, liens, or expenses arising out of the use, delivery, or storage of the equipment, regardless of fault including any claim or damages for injury to the person or property of any other person and including attorney's fees and court costs. Buyer/Lessee, at its own expense shall carry:

(i) A policy of insurance insuring the equipment against damage by accident, fire or other casualty, and theft for the insurance value indicated in the applicable Quotation and Invoicing Order (full cash price of equipment plus finance charge); the said insurance policy to be payable to, and held by the Seller/Lessor.

(ii) A policy of insurance insuring the Seller/Lessor against liability to anyone, including operators, worker and the general public, by reason of said equipment and its ownership, operation, use and maintenance, the said policy to be payable to, and held by Seller/Lessor, in an amount of not less than \$500,000.00 combined coverage for bodily injury and property damage with no deductible.

9. **Miscellaneous Charges:** Buyer/Lessee shall pay: (a) all charges for transportation of the equipment referenced herein to and from the A&S Equipment's location nearest customer's use; (b) all charges for all damage, shortage and breakage which in A&S Equipment's reasonable opinion requires repair or replacement upon return of equipment; (c) all charges for repairs and wear to undercarriage and tires based on A&S Equipment's sole discretion. Buyer/Lessee shall maintain the equipment pursuant to the recommendation and standards in the manufacturers operation and maintenance guide using genuine manufacturer parts.

10. Buyer/Lessee shall not assign its rights or delegate its duties, in whole or in part, without prior written consent of Seller/Lessor. Seller/Lessor may assign or hypothecate any agreement or document enacted by the parties herein. The terms and conditions contained herein shall apply to, insure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, executors, administrators, assigns and successor in interest.

11. **Power of Attorney:** Buyer/Lessee hereby irrevocably grants Seller/Lessor or Seller/Lessor's assignees power of attorney to: (a) make settle and adjust claims under Buyer/Lessee's policies and to endorse Buyer/Lessee's name on any check, draft or other instrument of payment; (b) sign the name of Buyer/Lessee on any form, document, title or instrument and make such corrections thereto as Seller/Lessor or Seller/Lessor's assignees shall deem necessary or appropriate to perfect and maintain perfected security interests in the Collateral; and (c) take control in any manner of any item of payment or proceeds with respect to the Collateral. This power of attorney is coupled with an interest and is irrevocable.

12. If any term or condition contained herein is invalidated or waived, the remaining terms and conditions shall remain intact, valid and enforceable.

13. The parties have confirmed acceptance of the terms and conditions contained herein by having their duly authorized representatives execute this Agreement in the spaces provided on the other page of this form. For reference purposes and for validation of this Agreement, the date of this Agreement, shall be the date it is accepted and validated by Seller/Lessor.

**CUSTOMER INITIALS:** \_\_\_\_\_



### CONTRACT EXTENSION #1

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
State Entity's Name:	Department of Administrative Services
Contractor's Full Legal Name:	Atlantic & Southern Equipment
Contract No.:	99999-001-SPD0000102-0016
Solicitation Title/Event Name:	TRACTORS & MOWERS
Contract Award Date:	08/01/2014
Current Contract Term:	08/01/2014 through 07/31/2019
Amendment No.:	5

**BACKGROUND AND PURPOSE.** The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

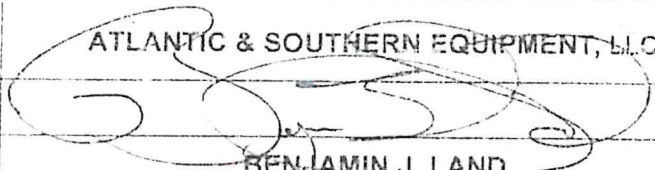
NEW CONTRACT TERM	
Beginning Date of New Contract Term:	08/01/2019
End Date of New Contract Term:	07/31/2020




2. The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	ATLANTIC & SOUTHERN EQUIPMENT, LLC
Authorized Signature:	
Printed Name and Title of Person Signing:	BENJAMIN J. LAND GENERAL MANAGER OF AG SALES
Date:	3 MAY 2019
Company Address:	1642 FOREST PARKWAY LAKE CITY, GEORGIA 30260

**STATE ENTITY**

Authorized Signature:	
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner State Purchasing Division
Date:	05/30/2019
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010

# 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 W. Penny, City Manager  
**From:** John Washington, City Engineer *JW*  
Marcos Trejo, Stormwater Manager *M.T.*  
**Date:** March 3, 2020  
**RE:** Backhoe for the Stormwater Division

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to award a contract to Yancy Brother Company in the amount of \$157,841.00 for one Caterpillar 440 Backhoe Loader with funds approved as part of the 2020 CIP Budget, Item STM-20 in the appropriated amount of \$160,000.00.

**Background:** This item is part of a planned replacement of an existing 1985 Case 480F Backhoe Loader that has been in service for many years and has become unreliable for use. It is our plan to surplus this tractor since it is no longer useful to any other City Department.

We are proposing to Purchase this unit using a Georgia State Contract#99999-001-SPD-0000102-0025 as approved by City purchasing policy. Sale and Service will be through Yancy Brother Company in Statesboro, GA. They are the dealer for in our area for commercial construction equipment.

**Budget Impact:** Funding will be from GMA Lease Pool and paid back yearly using Stormwater Utility Fee funds.

**Council Person and District:** All

**Attachments:** Yancy Brothers Company State Contract #99999-001-SPD-0000102-0025



February 7, 2020

**CITY OF STATESBORO**

ATTN: PUBLIC WORKS  
PO BOX 348  
STATESBORO  
Georgia  
30459-0348

Attention: MR MARCOS TREJO

**RE: Quote 183490-02**

Dear Sir,

Yancey Bros. is happy to provide the attached quotation for equipment based on our discussion and your requirements. Please review this carefully to ensure that all necessary items are accounted for. I am available should any questions arise.

Caterpillar, Inc. Model: 440 Backhoe Loaders

**MACHINE SPECIFICATIONS**

440 07A BACKHOE LOADER DCA2	574-1204
LANE 1 - AVAILABLE FROM CLAYTON PRODUCT DISTRIBUTION CENTER	
INCLUDES:	
506-3397 440-07A BACKHOE LOADER	506-3397
506-3417 CAB, DELUXE	506-3417
558-9623 SEAT, DELUXE FABRIC	558-9623
506-3404 RIDE CONTROL	506-3404
506-3426 STICK, EXTENDABLE	506-3426
506-3415 HYDRAULICS, QC, 6FCN/8BNK	506-3415
506-3406 POWERTRAIN, 4WD, AUTOSHIFT	506-3406
491-6734 WORKING 8 HALOGEN LAMPS	491-6734
506-3449 COLD WEATHER PACKAGE, 120V HRC	506-3449
518-9096 PRODUCT LINK, CELLULAR PL641	518-9096
550-4174 LINES, COMBO, AUX READY LINES	550-4174
LANE 1 ORDER	0P-9001
BUCKET-MP, HD, 1.75YD3,IT,BOCE	506-1010
TIRES, 340 80-18/500 70-24, MX	533-0488
INSTRUCTIONS, ANSI	488-2908
BELT, SEAT, 2" SUSPENSION	206-1747
STABILIZER PADS, FLIP-OVER	488-2944
BUCKET-HD, 24", 6.2 FT3	219-3387
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	461-6839

RUST PREVENTATIVE APPLICATOR	462-1033
PACK, DOMESTIC TRUCK	0P-0210
CARRIAGE, PALLET, 61", IT	6W-8832
FORK TINE, 2" X 5" X 48"	195-6935
LINES, AUX, EXTERNAL TO FRAME	550-4092
THUMB, HYDRAULIC, NO TINE, BHL	282-5409
THUMB, TINE, A 3	221-4283
BUCKET-GP, 1.75 YD3, IT, BOCE	502-1117
3rd Eye Camera	
2 COPIES OF OWNERS MANUAL	
2 COPIES OF SERVICE/PARTS MANUAL	
STATE CONTRACT 99999-001-SPD-0000102-0025	

**Standard Equipment**

**OPERATOR ENVIRONMENT**

Air suspension seat

**OTHER STANDARD EQUIPMENT**

Hydrostatic power steering	CD-ROM Parts Manual
Standard Storage Box	Backhoe Safety Manual
Transport tie-downs	Operations and Maintenance Manual
Ground line fill fuel tank with 44 gallon capacity	Lockable hood
Ground line fill diesel exhaust fluid tank with 5 gallon capacity	Tire Valve Stem Protection
Rubber impact strips on radiator guards	Long Life Coolant -30C -20F
Bumper	Counterweight 500kg/1102lbs
	Padlocks Qty 2

**CONSIST NOTE**

THIS LISTING IS A GENERAL DESCRIPTION  
OF A 440 BACKHOE LOADER EQUIPPED WITH

THE LOWEST CHARGE ITEMS.

**BOOMS, STICKS, AND LINKAGES**

15' Center pivot excavator style backhoe	Boom, Stick and E-Stick
Electrohydraulic operated hydraulic controls with pattern changer valve	Cat Cushion Swingtm system
Electrohydraulic operated stabilizer controls	Bucket level indicator
Boom transport lock	Lift cylinder brace
Swing transport lock	Return-to-dig auto bucket positioner
Street pads stabilizer shoes	Self-leveling loader with single lever control
Anti-drift hydraulics	Transmission neutralizer switch
	Single Tilt Loader

**POWERTRAIN**

Cat C4.4, 86kW Net 104HP/78kW  
 Direct Injection Turbo Charged Engine,  
 with ACERT technology.  
 US EPA Tier4 Final Emissions Compliant  
 with Selective Catalytic ReductionSCR  
 Water separator with service indicator  
 Thermal starting aid system  
 Eco mode  
 A dry-type axial seal air cleaner with  
 integral precleaner, automatic dust  
 ejection system & filter condition  
 indicator  
 Hydraulically boosted multi-plate wet

disk brake with dual pedals & interlock  
 Differential lock  
 Spring Applied Hydraulic Release SAHR  
 brake  
 High Ambient Cooling Package  
 Torque converter  
 Autoshift transmission with 6 forward  
 and 3 reverse gears & neutral safety  
 switch  
 Spin-on fuel, engine oil & transmission  
 oil filters  
 Outboard planetary rear axles  
 Open Circuit Breather

**HYDRAULICS**

Load sensing, variable flow system  
 with 55 gpm axial piston pump  
 6 micron hydraulic filter  
 O-ring face seal hydraulic fittings  
 Caterpillar XT-3 hose

Hydraulic oil cooler  
 Pilot control shutoff switch  
 PPPC, Open Center with Flow Summation  
 Hydraulic suction strainer

**ELECTRICAL**

12 volt electrical start  
 150 ampere alternator  
 Horn and Backup Alarm  
 Hazard flashers/turn signals  
 Halogen head lights 4  
 Halogen rear flood lights 4  
 Stop and tail lights  
 Audible system fault alarm

Key start/stop system  
 1.000 CCA maintenance free battery  
 Battery disconnect switch  
 External/internal power receptacles12v  
 Diagnostic ports for engine and machine  
 Electronic Control Modules  
 Remote jump start connector

**OPERATOR ENVIRONMENT**

Lighted gauge group  
 Interior rearview mirror  
 ROPS canopy, Rear Fenders  
 2-inch retractable seat belt  
 Tilt steering column  
 Steering knob

Hand and foot throttle  
 Automatic Engine Speed Control  
 One Touch Low Idle  
 Floor mat and Coat Strap  
 Lockable storage area

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SELL PRICE	157,841
EXT WARRANTY	Included
<b>NET BALANCE DUE</b>	<b>157,841</b>
<b>TOTAL QUOTE PRICE</b>	<b>157,841</b>

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**WARRANTY**

Standard Warranty: 12 months/unlimited hours

Extended Warranty: 440-60 MO/5000 HR PREMIER (Tier 4)

**F.O.B/TERMS:**

Accepted by \_\_\_\_\_ on \_\_\_\_\_

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**Signature**

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,  
Robert Angel  
Machine Sales Representative



### CONTRACT EXTENSION #1

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
<b>State Entity's Name:</b>	Department of Administrative Services
<b>Contractor's Full Legal Name:</b>	Yancey Brothers Company
<b>Contract No.:</b>	99999-001-SPD0000102-0025
<b>Solicitation Title/Event Name:</b>	TRACTORS & MOWERS
<b>Contract Award Date:</b>	08/01/2014
<b>Current Contract Term:</b>	08/01/2014 through 07/31/2019
<b>Amendment No.:</b>	5

**BACKGROUND AND PURPOSE.** The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to extend for an additional term of twelve months.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **CONTRACT EXTENSION.** The parties hereby agree that the contract will be extended for an additional period of time as follows:

NEW CONTRACT TERM	
<b>Beginning Date of New Contract Term:</b>	08/01/2019
<b>End Date of New Contract Term:</b>	07/31/2020

2. The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to extend the contract for an additional period of time.
3. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto. Should the State of Georgia (DOAS) enter into a new contract for these products and/or services, during the term of this Extension, the new contract shall supersede this Extension.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

**CONTRACTOR**

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	<i>YANCEY BROS. Co.</i>
Authorized Signature:	<i>Tom Duncan</i>
Printed Name and Title of Person Signing:	<i>TOM DUNCAN - SALES MANAGER</i>
Date:	<i>5/29/19</i>
Company Address:	<i>330 LEE INDUSTRIAL BLVD. AUSTELL, GA 30168</i>

**STATE ENTITY**

Authorized Signature:	<i>L. Eason</i>
Printed Name and Title of Person Signing:	Lisa Eason Deputy Commissioner State Purchasing Division
Date:	<i>6-19-19</i>
Company Address:	200 Piedmont Avenue, S.E., Suite 1302, West Tower Atlanta, Georgia 30334-9010