



**April 16, 2024 5:30 pm**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Mayor Pro Tem Shari Barr
3. Recognitions/Public Presentations
  - A) Presentation of a Proclamation recognizing April 2024 as Fair Housing Month.
  - B) Presentation of a Certificate to former Councilmember Venus Mack for her Completion of the Robert E. Knox, Jr. Municipal Leadership Institute.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 04-02-2024 Council Minutes
    - b) 04-02-2024 Executive Session Minutes
  - B) Consideration of a motion to approve surplus and disposition of a 1997 Ford F-350 in the Public Utilities Department.
6. Public hearing and consideration of a motion to approve: **APPLICATION RZ 24-03-01**: Nikira Boggs requests a Zoning Map Amendment from the LI (Light Industrial) zoning district to the MX (Mixed-Use) zoning district on approximately 0.31 acres of property in order develop a walk-up restaurant at 193 West Main Street (Tax Parcel # S18 000178 000).
7. Public hearing and consideration of a motion to approve: **APPLICATION SUB 24-03-02**: Simcoe Investment Group, LLC requests a Preliminary Subdivision PLAT on approximately 26.32 acres of property in order to construct 152 townhome units on Jones Mill Road (Tax Parcel # MS84000002 001).
8. Public hearing and consideration of a motion to approve:
  - a. **APPLICATION RZ 24-03-03**: Ogeechee Area Hospice requests a Zoning Map Amendment from the O/R-15 (Office and Business/Single-Family Residential) zoning district to the O (Office & Business) Zoning District on approximately 0.49 acres of property in order develop an expansion to the existing hospice business at 1001 East Inman Street (Tax Parcel # S18 000178 000).
  - b. **APPLICATION V 24-03-04**: Ogeechee Area Hospice requests a Variance from the setback requirements of Section 2.3.3 – Dimensional Standards of the Unified Development Code, in order to construct a proposed hospice accessory building at 1001 East Inman Street (Tax Parcel # S18 000178 000).

9. Public hearing and consideration of a motion to approve: **APPLICATION RZ 24-03-05**: Burbank Pointe, LLC requests a Zoning Map Amendment from the R-15 (Single-Family Residential) zoning district to the R-6 (Single-Family Residential) zoning district on approximately 0.32 acres of property in order develop an infill cottage court 231 East Main Street (Tax Parcel # S39 000054 000).
10. Public hearing and consideration of a motion to approve application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13 (a):  
Azul Tex-Mex Express, LLC  
408 South Main Street  
Statesboro, Ga 30458  
License Type: Restaurant
11. Public hearing and consideration of a motion to approve: **Resolution 2024-09**: A Resolution to transmit the Statesboro Comprehensive Plan to the Coastal Regional Commission for the 40 day comment and review period.
12. Consideration of a motion to approve **Resolution 2024-10**: A Resolution authorizing the destruction of certain municipal records.
13. Consideration of a Motion to approve **Resolution 2024-11**: A Resolution to re-certify the City of Statesboro as a Georgia Certified City of Ethics.
14. Consideration of a motion to approve **Ordinance 2024-02**: recodification of Article IV: Noise of Chapter 38.
15. Consideration of a motion to approve a 50 year ground lease with the Food Bank, Inc. for 3.75 acres located at the intersection of Northside Drive and Miller Street.
16. Consideration of a motion to conditionally approve an application submitted by Centurion Property 111 South, LLC dba South Apartments for funding under the Security Enhancement Incentive Program in the amount of \$19,969.50, subject to the fulfillment of all eligibility requirements.
17. Consideration of a motion to approve an award of contract to Hudson and Hubbard Contractors in the amount of \$131,530.00 for the Averitt Center for the Arts façade renovation. If approved, this project will be funded using 2019 SPLOST funds.
18. Consideration of a motion to execute a Professional Services Agreement with Hussy, Gay, Bell Engineering, Inc. in the amount not to exceed \$374,100.00 to provide design, bid, and contract administration services for the extension of sanitary sewer and water to the Burkhalter Rd / Railroad Bed Rd area. To be paid for with operating revenues and 2019 SPLOST as approved in CIP Projects WWD-196 & WWD-197.



19. Other Business from City Council

20. City Managers Comments

21. Public Comments (General)

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

23. Consideration of a Motion to Adjourn

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

**FAIR HOUSING MONTH**

**WHEREAS:** The Fair Housing Act, enacted on April 11, 1968 enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

**WHEREAS:** The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients for federal funding to affirmatively further fair housing in their communities; and

**WHEREAS:** The City of Statesboro is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

**WHEREAS:** Our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

**WHEREAS:** More than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

**WHEREAS:** Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense decency and fairness.

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

**Fair Housing Month**

**In the City of Statesboro, as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of Statesboro.**

**IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Statesboro to be affixed this 16<sup>th</sup> day of April in the year two thousand and twenty-four.**

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



**6. Public hearing, second reading and consideration of a motion to approve Ordinance 2024-01: An Ordinance amending Section 6-7(e) of the City of Statesboro Code of Ordinances removing proximity requirements for on-premises consumption alcohol licenses in a delineated section of downtown.**

A Motion was made to open the public hearing.

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

John Waters, Lead Pastor at First Baptist Church located at 108 North Main Street in downtown Statesboro came forward and expressed his appreciation for Mayor and Council for their work and service to the community thanked city staff for the informational meeting they held last Tuesday evening regarding this Ordinance.

No one spoke against the Ordinance.

A motion was made to close the public hearing.

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

A motion was made to approve **Ordinance 2024-01**: An Ordinance amending Section 6-7(e) of the City of Statesboro Code of Ordinances removing proximity requirements for on-premises consumption alcohol licenses in a delineated section of downtown.

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

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

**Vino 1910 Wine Bar, LLC  
22 West Main Street  
Statesboro, Ga 30458  
License Type: Bar with Kitchen**

A motion was made to open the public hearing.

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

No one spoke for or against the application.

A motion was made to close the public hearing.

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

A motion was made to approve application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13 (a) issued to Vino 1910 Wine Bar, LLC located at 22 West Main Street Statesboro, Ga 30458 for License Type: Bar with Kitchen.

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

Councilmember Phil Boyum joined the meeting.

**8. Consideration of a motion to approve Resolution 2024-07: A Resolution requesting approval to apply for the Assistance to Firefighter – Fire Prevention and Safety Grant for the City of Statesboro, Georgia.**

A motion was made to approve Resolution 2024-07: A Resolution requesting approval to apply for the Assistance to Firefighter – Fire Prevention and Safety Grant for the City of Statesboro, Georgia.

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

**9. Consideration of a motion to approve Resolution 2024-08: A Resolution approving the City of Statesboro’s proposed amendment of the FY2024 Street Resurfacing Program, and authorizing the Mayor to execute the supplemental GDOT Local Maintenance Improvement Grant (LMIG). There are no matching funds required.**

A motion was made to approve Resolution 2024-08: A Resolution approving the City of Statesboro’s proposed amendment of the FY2024 Street Resurfacing Program, and authorizing the Mayor to execute the supplemental GDOT Local Maintenance Improvement Grant (LMIG). There are no matching funds required.

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

**10. Consideration of a motion to award a contract in the not to exceed amount of \$57,775.00 with Cranston for professional design services for the Anderson Street pavement project. This project will be paid by TSPLOST funds.**

A motion was made to award a contract in the not to exceed amount of \$57,775.00 with Cranston for professional design services for the Anderson Street pavement project. This project will be paid by TSPLOST funds.

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

**11. Consideration of a motion to execute a Professional Services Agreement with Hussy, Gay, Bell Engineering, Inc. in the amount not to exceed \$49,000.00 to provide design, bid, surveying and contract administration services for the extension of 2,250 LF of water main on Broad St. To be paid for with funds from operating revenue, approved in CIP Budget Item #WWD-166.**

A motion was made to approve a Professional Services Agreement with Hussy, Gay, Bell Engineering, Inc. in the amount not to exceed \$49,000.00 to provide design, bid, surveying and contract administration services for the extension of 2,250 LF of water main on Broad St. To be paid for with funds from operating revenue, approved in CIP Budget Item #WWD-166.

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

**12. Consideration of a motion to approve the purchase of a knuckle-boom grapple trash collection truck with a 2024 Freightliner M2 Chassis and Pac-Mac body per Source well contract from Solid Waste Applied Technology (SWAT) in the amount of \$222,000.00.**

A motion was made to approve the purchase of a knuckle-boom grapple trash collection truck with a 2024 Freightliner M2 Chassis and Pac-Mac body per Source well contract from Solid Waste Applied Technology (SWAT) in the amount of \$222,000.00.

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

**13. Consideration of a motion to approve Change Order #1 in the amount of \$56,742.00 for the Blower and Pump Upgrades Project at the WasteWater Treatment Plant. To be paid for with funds included in the project budget #WTP-24, that was approved by council on 8-9-23.**

A motion was made to approve Change Order #1 in the amount of \$56,742.00 for the Blower and Pump Upgrades Project at the WasteWater Treatment Plant. To be paid for with funds included in the project budget #WTP-24, that was approved by council on 8-9-23.

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

**14. Other Business from City Council**

Mayor Pro Tem Shari Barr announced “First Friday” is being held this Friday evening and encouraged people to come and join in the festivities.

**15. City Managers Comments**

City Manager Charles Penny stated the Downtown Live concert series begins April 18<sup>th</sup> at 7:00 pm with the Tams. Mr. Penny reviewed a couple of items from the FYI packet, first is an annexation memo of a property located on the western side of the city on Cypress Lake Road at the intersection of Country Club Road. The second item is a notice of a public meeting for the residents of the Ramble Road neighborhood regarding the upcoming Sewer Project. The meeting is set for April 9, 2024 at 6 pm in the Council Chambers. The project is to connect Ramble Road properties to the City’s public sewer collection system. The meeting will inform the residents of the neighborhood of the sewer project and to answer any questions. Lastly Mr. Penny introduced the new Keep Statesboro Bulloch Beautiful Coordinator, Charly Kinship.

**16. Public Comments (General):**

Charlotte Spell, the Executive Director of Let’s Be Clear Georgia, which focuses on marijuana prevention education, addressed Mayor and council about her concerns with the vape shops, smoke shops, and dispensaries in Statesboro. As well as the lack of regulation on the sales of cannabis products making it easily accessible to kids and teenagers.

There was council discussion as to what authority the city may regarding the regulation of these products. City Attorney Cain Smith stated with the passing of the 2018 Farm Bill by Congress essentially making legalizing the product Ms. Spell is referring to. Any regulatory authority would need to be given by Congress.

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

At 9:57 am a motion was made to enter into Executive Session.

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

Councilmember John Riggs left the meeting during executive session.

At 10:16 am a motion was made to exit Executive Session.

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



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

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

A motion was made to adjourn.

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

The meeting was adjourned at 10:17 am.

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

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

# City of Statesboro Public Utilities Department



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

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

**Date:** 04-10-2024

**RE:** Surplus and Disposition of Assets

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

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

\*\* 1997 Ford F350 (1FDJF37H9VEB54227)

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

**Budget Impact:** Small increase from sale of items.

**Council Person and District:** N/A

**Attachments:** None

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Planning & Housing Administrator

**Date:** April 3, 2024

**RE:** April 16, 2024 City Council Agenda Items

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

**Recommendation:** The Planning Commission recommends Approval of the Zoning Map Amendment requested by RZ 24-03-01.

**Background:** Nikira Boggs requests a Zoning Map Amendment from the LI (Light Industrial) zoning district to the MX (Mixed-Use) zoning district on approximately 0.31 acres of property in order develop a walk-up restaurant at 193 West Main Street (Tax Parcel # S18 000178 000).

**Budget Impact:** None

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

**Attachments:** Development Services Report (RZ 24-03-01)



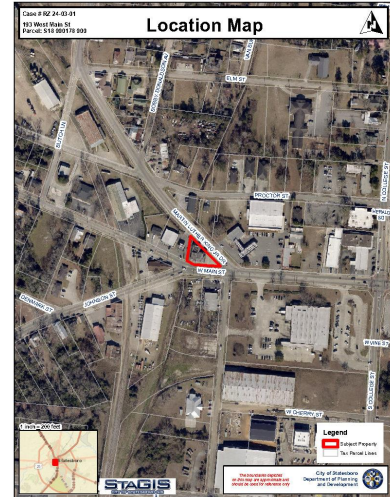
# ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

**RZ 24-03-01  
ZONING MAP AMENDMENT  
193 WEST MAIN STREET**

<b>LOCATION:</b>	193 West Main Street
<b>EXISTING ZONING:</b>	LI (Light Industrial)
<b>ACRES:</b>	0.31 acres
<b>PARCEL TAX MAP #:</b>	S18 000178 000
<b>COUNCIL DISTRICT:</b>	District 2 (Chavers)
<b>EXISTING USE:</b>	Abandoned Restaurant
<b>PROPOSED USE:</b>	Restaurant



**PETITIONER** Nikira Boggs  
**ADDRESS** 1507 Riggs Mill Court; Statesboro GA, 30458

**REPRESENTATIVE** SAME AS ABOVE  
**ADDRESS** SAME AS ABOVE

**PROPOSAL**

The applicant requests a Zoning Map Amendment on a 0.31 acre parcel in order to redevelop an existing building for a walk up restaurant at 193 West Main Street.

**STAFF/PLANNING COMMISSION RECOMMENDATION**

**RZ 24-03-01 - CONDITIONAL APPROVAL**



Case # RZ 24-03-01  
193 West Main St  
Parcel: S18 000178 000

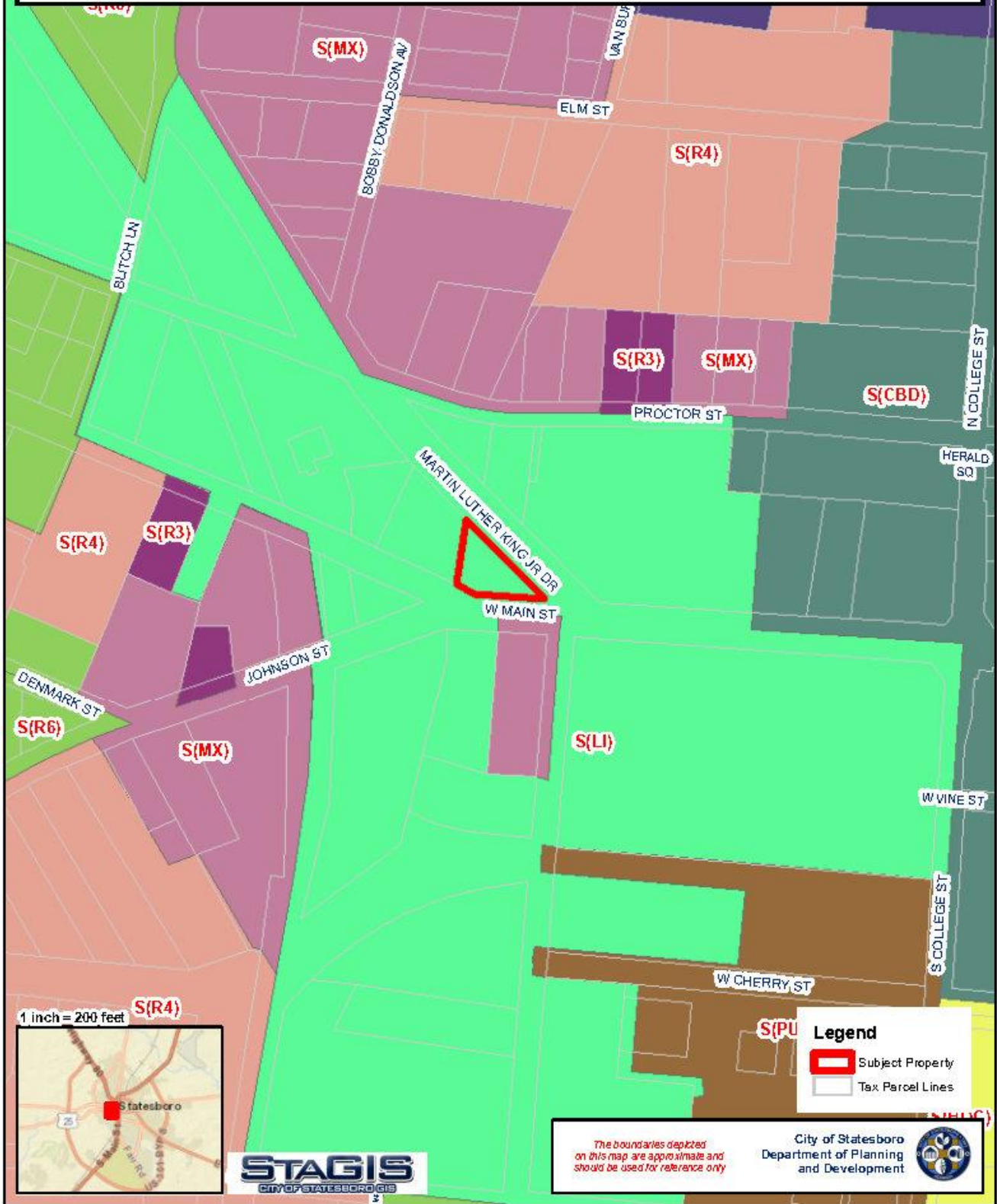
# Location Map





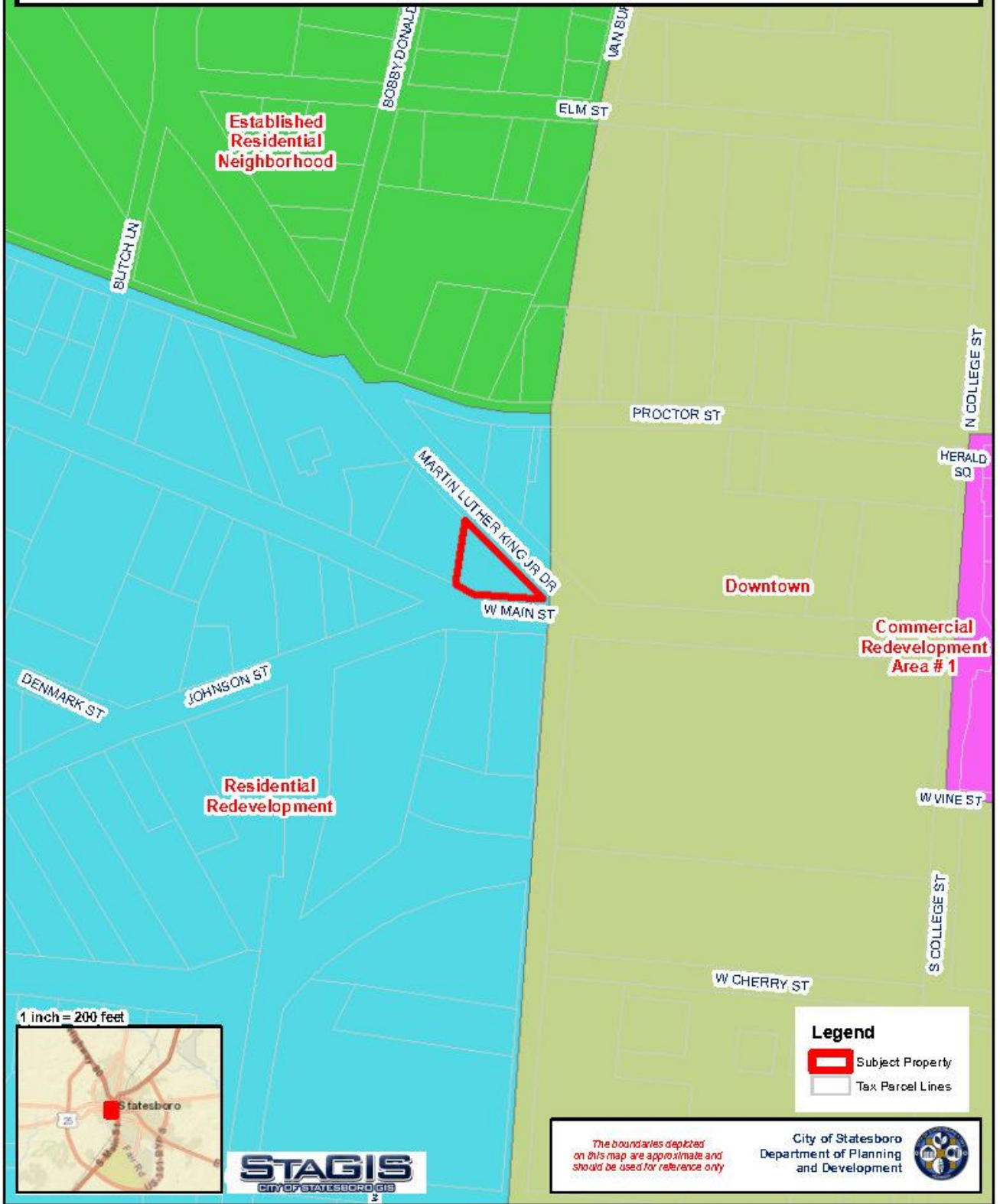
Case # RZ 24-03-01  
193 West Main St  
Parcel: S18 000178 000

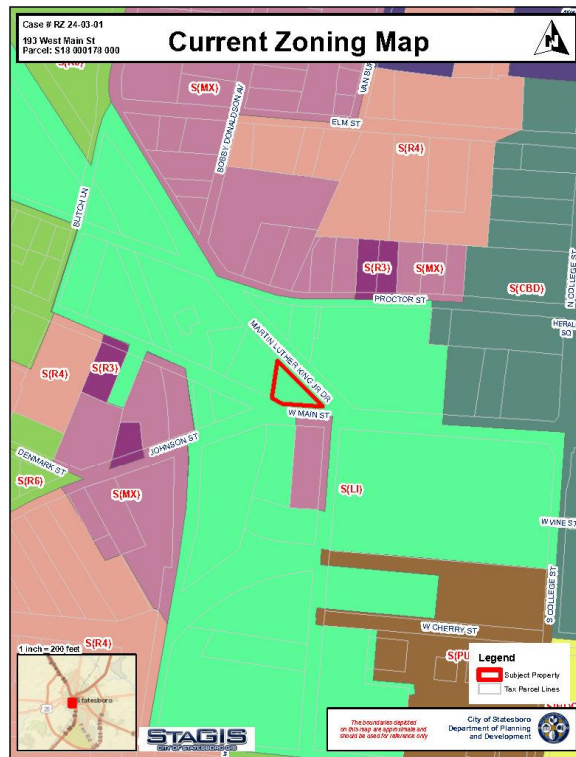
# Current Zoning Map



Case # RZ 24-03-01  
193 West Main St  
Parcel: S18 000178 000

# Future Landuse Map





### SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1</b> LI (Light Industrial)	City Building
Northeast	<b>Location Area #2</b> LI (Light Industrial)	Convenience Store
East	<b>Location Area #3:</b> LI (Light Industrial)	Ellis Meat Market
North West	<b>Location Area #4:</b> LI (Light Industrial)	Barbershop
Southeast	<b>Location Area #5:</b> LI (Light Industrial)	Post Office
South	<b>Location Area #6</b> MX (Mixed-Use)	Mechanic Shop (Soon to be exercise facility)
Southwest	<b>Location Area #7:</b> LI (Light Industrial)	Habitat for Humanity
West	<b>Location Area #8:</b> LI (Light Industrial)	Convenience Store



## **SUBJECT SITE**

The subject site consists of approximately 0.31 acre lot with an old restaurant on it. The former *Statesboro Zoning Ordinance* allowed for restaurant uses in the Light Industrial zoning district, but with the adoption of the *Statesboro Unified Development Code*, Light Industrial uses were streamlined to ensure that compatibility would make sense for surrounding zoning. The area surrounding the property does not represent true Light Industrial uses, and the property no longer retains grandfathered status as a restaurant as it was not in use for a number of years.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Residential Redevelopment” character area, which calls for “Single-Family detached and Lower Density Single-Family Attached Housing.”

## **ENVIRONMENTAL SITE ANALYSIS**

There are no listed wetlands on the site, but the property is in the Floodway. As this building already exist, there are no environmental impacts expected by the reuse of the building. Any changes to the existing footprint and general site of the building will need extensive review by the Department of Engineering.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject site is already served by City Utilities. The primary concern on the restaurant is the existing parking, which can easily be resolved through an agreement with the surrounding property owners. In addition, the intent of the applicant is to primarily have a walk-up restaurant which should not cause extended stays on the site by patrons.

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

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

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

- 1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?**
  - The use is appropriate for the area, as the primary development area is of a commercial retail nature. The existing UDC removed the originally approvable restaurant use on the site, which requires that the site be rezoned to ensure compatibility with the current ordinance, as the last business operating on the site was more than one year age.
- 2. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?**
  - It is highly unlikely that this development would cause issues with the surrounding properties and their associated development and usability.

- 3. Does the property to be rezoned have a reasonable economic use as currently zoned?**
  - The property could not operate with the current zoning and traditional Light Industrial uses would cause for likely demolition of the building. The floodway itself would present additional issues for redevelopment, leaving rezoning as the best potential option for the applicant.
- 4. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?**
  - The parking element, which has been discussed via right start meeting would be the only potential issue, and the Department of Engineering has planned road improvements to the area to prevent further issues on the existing roadway.
- 5. Are there other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?**
  - The proposed change does not conflict with the existing development of the area, although the comprehensive plan shows a lack of compatible uses. The revision to the Comprehensive Plan will resolve the character issue in the area, and better align with the currently existing development patterns in the area.
- 6. Does the zoning proposal conform to the Long Range Land Use Plan of the Municipality?**
  - The proposed use is inconsistent with the subject site's character area ("Residential Redevelopment Area") as stated in the *2019 – 2029 Comprehensive Master Plan*. In regards to this, the Comprehensive Plan does not appropriately represent the existing uses in the area, and future revisions will update the uses associated with this and other areas adjacent to the Downtown.

**Subject Property**



**Eastern Property**





**Western Property**



**Southern Property**



**STAFF/PLANNING COMMISSION RECOMMENDATION**

Staff recommends **Approval of RZ 24-03-01**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Zoning Map Amendment does not grant the right to develop on the site without approval. All construction must be approved by the City.

At the regularly scheduled meeting of The Planning Commission on April 2, 2024, the Commission recommended approval of the request and staff conditions with a 6-1 vote.

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Planning & Housing Administrator

**Date:** April 3, 2024

**RE:** April 16, 2024 City Council Agenda Items

**Policy Issue:** *Statesboro Zoning Ordinance: Preliminary Subdivision PLAT*

**Recommendation:** The Planning Commission recommends Approval of the Preliminary Subdivision PLAT requested by SUB 24-03-02.

**Background:** Simcoe Investment Group, LLC requests a Preliminary Subdivision PLAT on approximately 26.32 acres of property in order to construct 152 townhome units on Jones Mill Road (Tax Parcel # MS84000002 001).

**Budget Impact:** None

**Council Person and District:** Barr (District 5)

**Attachments:** Development Services Report (SUB 24-03-02)



# ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

**SUB 24-03-02  
PRELIMINARY SUBDIVISION REQUEST  
JONES MILL ROAD**

<b>LOCATION:</b>	Jones Mill Road
<b>EXISTING ZONING:</b>	R-2 (Townhouse Residential)
<b>ACRES:</b>	26.32 Acres
<b>PARCEL TAX MAP #:</b>	MS84 000002 001
<b>COUNCIL DISTRICT:</b>	District 5 (Barr)
<b>EXISTING USE:</b>	Vacant Land
<b>PROPOSED USE:</b>	Townhouse Subdivision



**PETITIONER**                 Simcoe Investment Group  
**ADDRESS**                   P.O. Box 1247; Richmond Hill, GA 31324

**REPRESENTATIVE**       Clay Price  
**ADDRESS**                   SAME AS ABOVE

**PROPOSAL**

The applicant requests a preliminary subdivision of approximately 26.32 acres of property to develop a 152 unit townhome development.

**STAFF/PLANNING COMMISSION RECOMMENDATION**

**SUB 24-03-02 – CONDITIONAL APPROVAL**



Case # SUB 24-03-02  
Jones Mill Rd  
Parcel: MS84000002 001

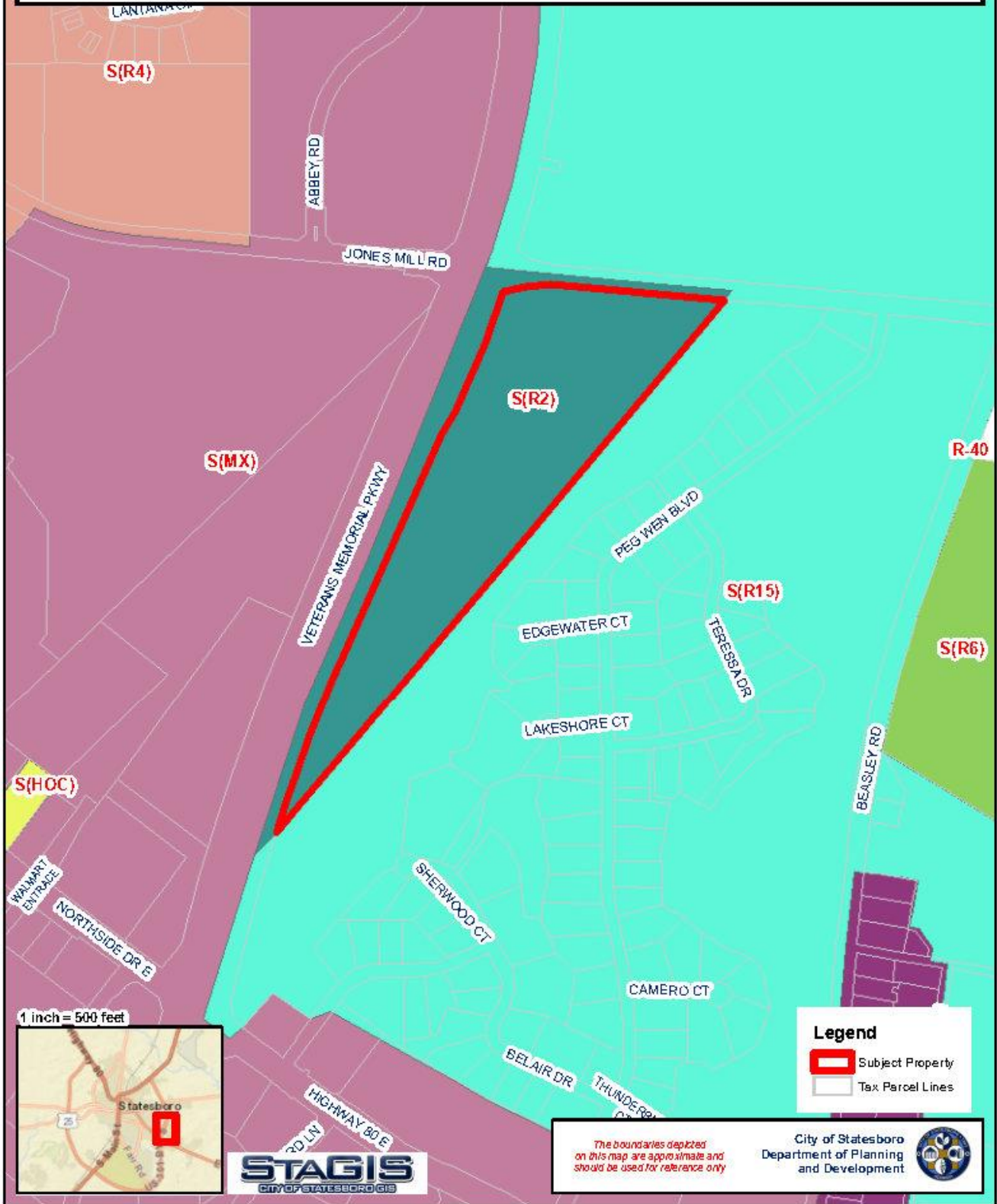
# Location Map





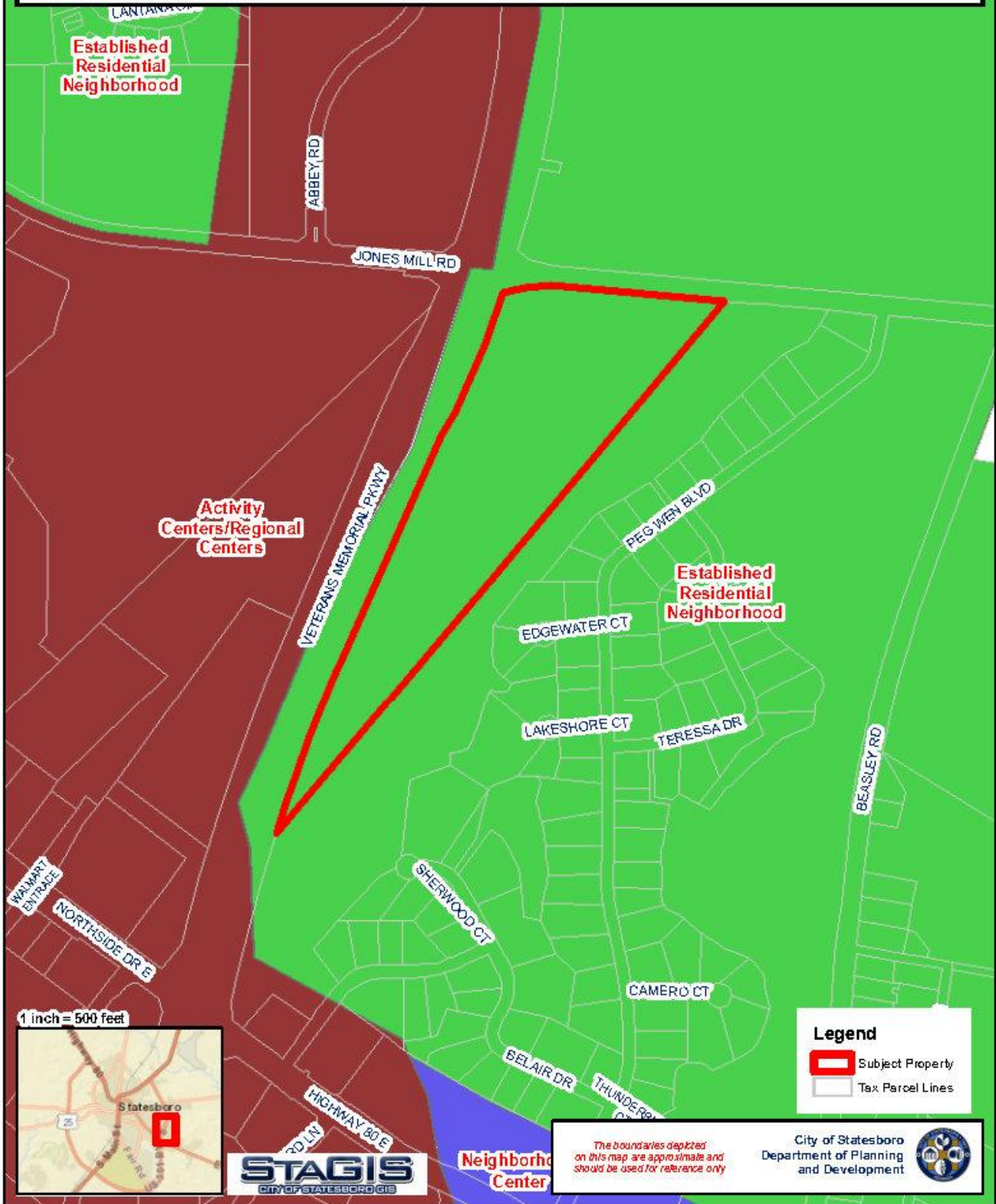
Case # SUB 24-03-02  
Jones Mill Rd  
Parcel: MS84000002 001

# Current Zoning Map



Case # SUB 24-03-02  
Jones Mill Rd  
Parcel: MS84000002 001

# Future Landuse Map





**SURROUNDING LAND USES/ZONING**

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1</b> R-15 (Single-Family Residential)	Vacant
Northeast	<b>Location Area #2:</b> R-15 (Single-Density Residential)	Vacant
East	<b>Location Area #3:</b> R-15 (Single-Family Residential)	Single-Family Dwelling
North West	<b>Location Area #4:</b> MX (Mixed Use)	Vacant
Southeast	<b>Location Area #5:</b> R-15 (Single-Family Residential)	Single-Family Dwelling
South	<b>Location Area #7:</b> R-5 (Single-Family Residential)	Vacant
Southwest	<b>Location Area #8:</b> MX (Mixed Use)	Vacant
West	<b>Location Area #9:</b> MX (Mixed Use)	Vacant

## **SUBJECT SITE**

The subject site consists of a 26.32 acres of property with substantial woods and ponds on the site. The property is currently being timbered and prepared for full development as all plans have been approved regarding the property. In accordance with the conditions of the Zoning App Amendment for this project, no individual lot may be developed until completion of the subdivision PLAT.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Established Residential Neighborhood” character area, which is generally intended for small-lot single-family residential and neighborhood scale retail and commercial development.

## **ENVIRONMENTAL SITE ANALYSIS**

The property does contain wetlands, but the proposed development has been approved for the minor disturbances as needed to install the development infrastructure.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

This site has access to City of Statesboro utilities but will require some extension in order to meet necessary standards for the development. .



**Subject Property**



**Northern Property**





**Northwestern Property**



**Northeastern Property**







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

Staff recommends Approval of **SUB 24-03-02**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Preliminary Subdivision PLAT does not grant the right to develop on the issuance of individual building permits. All buildings must be approved by the City.
- (2) The final plat must meet all recording requirements of the Unified Development Code before any units may be sold in the subdivision.

At the regularly scheduled meeting of The Planning Commission on April 2, 2024, the Commission recommended approval of the request and staff conditions with a 7-0 vote



# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Planning & Housing Administrator

**Date:** April 3, 2024

**RE:** April 16, 2024 City Council Agenda Items

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

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

**Background:** Ogeechee Area Hospice requests a Zoning Map Amendment from the O/R-15 (Office and Business/Single-Family Residential) zoning district to the O (Office & Business) Zoning District on approximately 0.49 acres of property in order develop an expansion to the existing hospice business at 1001 East Inman Street (Tax Parcel # S18 000178 000).

**Budget Impact:** None

**Council Person and District:** Hendley (District 3)

**Attachments:** Development Services Report (RZ 24-03-03 & V 24-03-04)

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Planning & Housing Administrator

**Date:** April 3, 2024

**RE:** April 16, 2024 City Council Agenda Items

**Policy Issue:** *Statesboro Zoning Ordinance: Variance Request*

**Recommendation:** The Planning Commission recommends Approval of the Variance requested by V 24-03-04.

**Background:** Ogeechee Area Hospice requests a Variance from the setback requirements of Section 2.3.3 – Dimensional Standards of the Unified Development Code, in order to construct a proposed hospice accessory building at 1001 East Inman Street (Tax Parcel # S18 000178 000).

**Budget Impact:** None

**Council Person and District:** Hendley (District 3)

**Attachments:** Development Services Report (RZ 24-03-03 & V 24-03-04)



# ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

**RZ 24-03-03 & V 24-03-04  
ZONING MAP AMENDMENT  
1001 EAST INMAN STREET**

<b>LOCATION:</b>	1001 East Inman Street
<b>EXISTING ZONING:</b>	O/R-15 (Office & Business/Single-Family Residential)
<b>ACRES:</b>	0.49 acres
<b>PARCEL TAX MAP #:</b>	S52 000071 000
<b>COUNCIL DISTRICT:</b>	District 3 (Hendley)
<b>EXISTING USE:</b>	Vacant
<b>PROPOSED USE:</b>	Hospice Care Family Center



**PETITIONER**                    Ogeechee Area Hospice  
**ADDRESS**                     200 Donehoo Street; Statesboro GA, 30458

**REPRESENTATIVE**        Clark O'Barr  
**ADDRESS**                     40 Joe Kennedy Blvd; Statesboro GA, 30458

<b>PROPOSAL</b>
The applicant requests a Zoning Map Amendment to the existing split zoned O/R-15 (Office & Business/Single-Family Residential) property in order to establish an accessory overnight stay location for the existing Hospice. In addition, the applicant request a variance from Section 2.3.3 (Setbacks) of the <i>Unified Development Code</i> in order to place the building on site.
<b>STAFF/PLANNING COMMISSION RECOMMENDATION</b>
 <b><u>RZ 24-03-03 &amp; V 24-03-04 - CONDITIONAL APPROVAL</u></b> 



Case # RZ 24-03-03 & V 24-03-04  
East Inman St  
Parcel: S52 000071 000

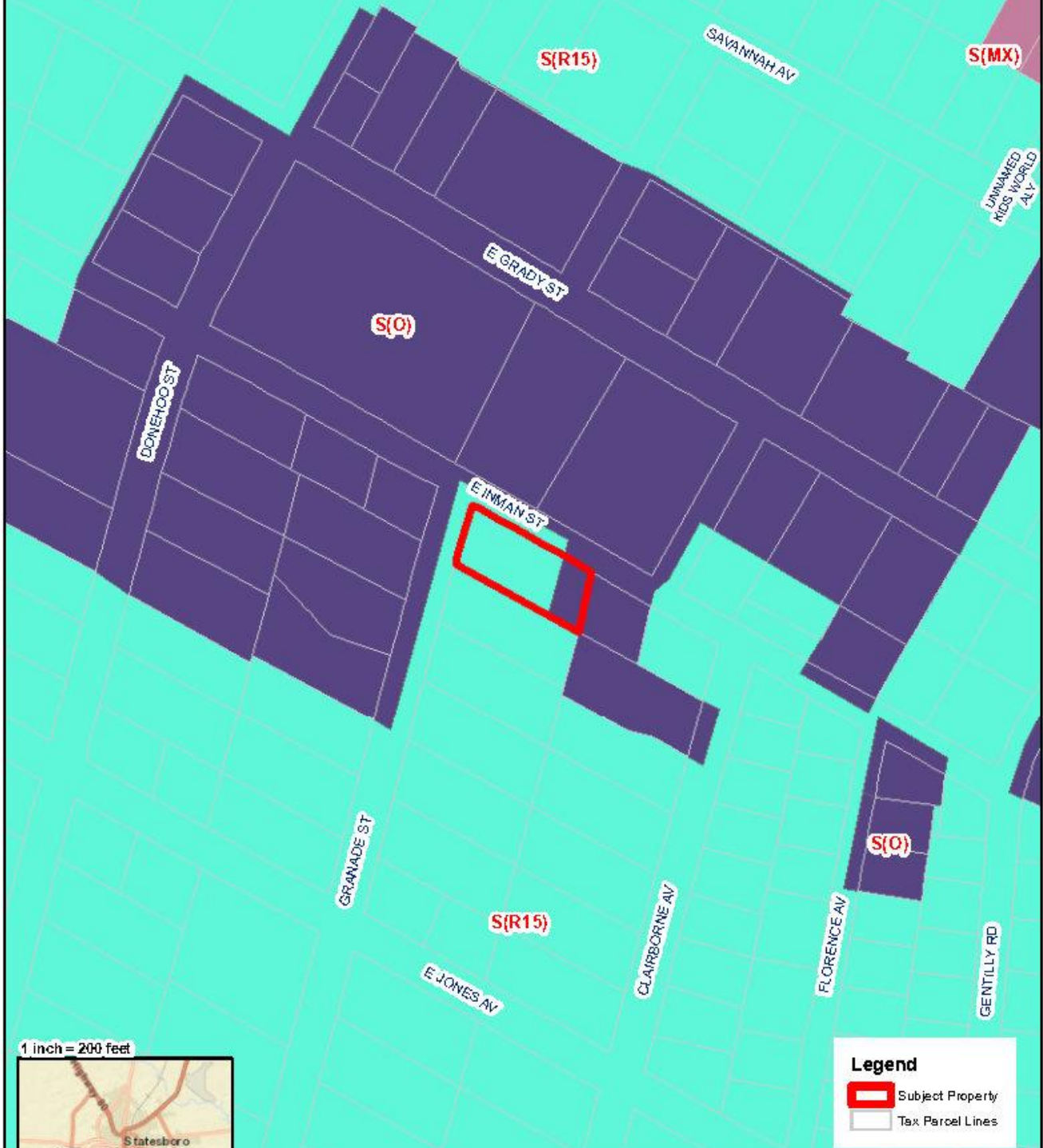
# Location Map





Case # RZ 24-03-03 & V 24-03-04  
East Inman St  
Parcel: S52 000071 000

# Zoning Map



1 inch = 200 feet

**Legend**

-  Subject Property
-  Tax Parcel Lines

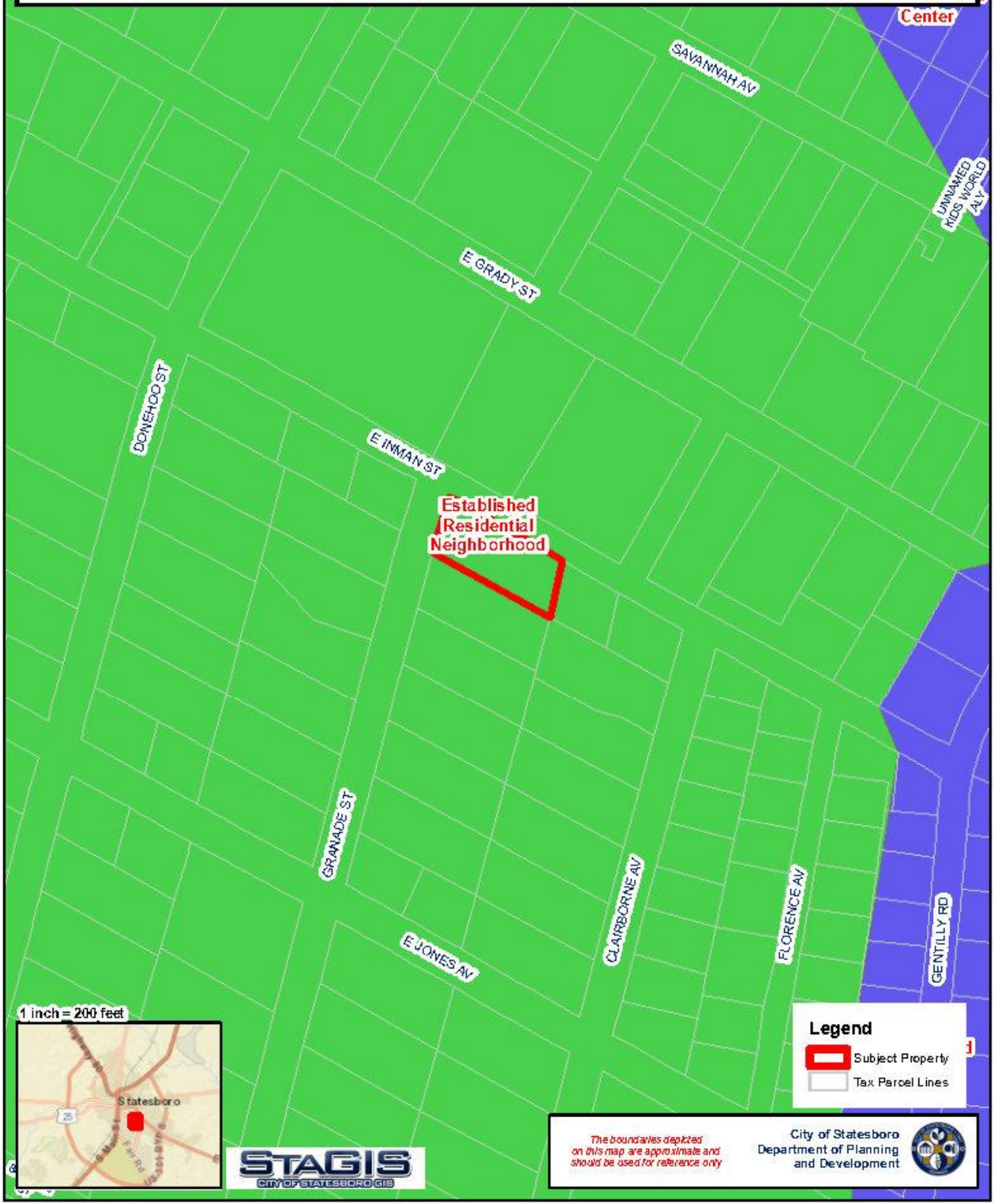
The boundaries depicted on this map are approximate and should be used for reference only.

City of Statesboro  
Department of Planning and Development



Case # RZ 24-03-03 & V 24-03-04  
East Inman St  
Parcel: S52 000071 000

# Future Landuse Map



1 inch = 200 feet

**Legend**

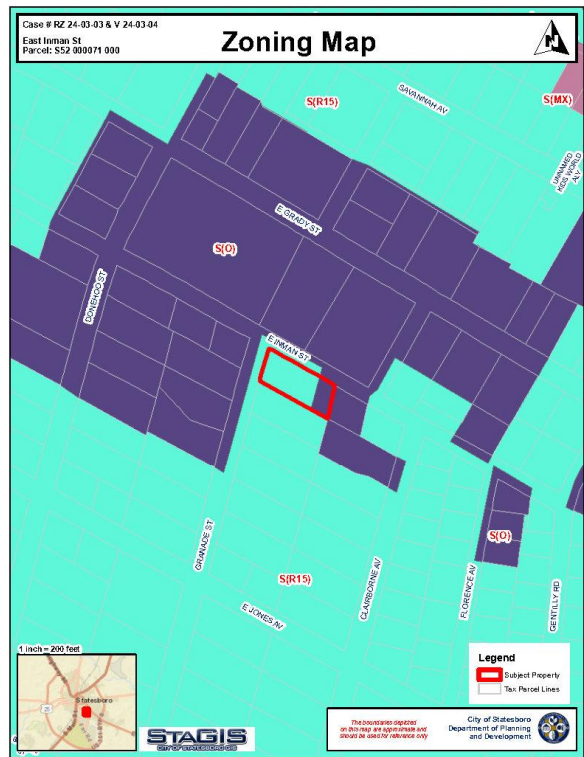
-  Subject Property
-  Tax Parcel Lines

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

City of Statesboro  
Department of Planning and Development







**SURROUNDING LAND USES/ZONING**

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1</b> O (Office & Business)	Ogeechee Area Hospice
Northeast	<b>Location Area #2</b> O (Office & Business)	Ogeechee Area Hospice
East	<b>Location Area #3:</b> O (Office & Business)	Single-Family Dwelling
North West	<b>Location Area #4:</b> O (Office & Business)	Ogeechee Area Hospice
Southeast	<b>Location Area #5:</b> O (Office & Business)	Single-Family Dwelling
South	<b>Location Area #6</b> R-15 (Single-Density Residential)	Single-Family Dwelling
Southwest	<b>Location Area #7:</b> O (Office & Business)	Single-Family Dwelling
West	<b>Location Area #8:</b> O (Office & Business)	Business Office

## **SUBJECT SITE**

The subject site consists of approximately 0.49 acres of property adjacent to the existing Ogeechee Area Hospice. The applicant intends to zone the site in alignment with the existing hospice in order to develop an expansion of the operation for families visiting relatives in the facility. In order to place the building, the project requires that the applicant be granted a variance of approximately 10 feet on the side setback as depicted on the provided site plan.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Established Residential” character area, which calls for “Neighborhood scale retail and commercial, neighborhood services, and small-lot single-family residential.”

## **ENVIRONMENTAL SITE ANALYSIS**

There are no wetlands or special flood plains on the property.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject site may be served by City Utilities, and as shown in the site plan will require some adjustment of the existing street network for ingress and egress.

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

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

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

- 1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?**
  - The use is appropriate for the area, and the zoning specifically clears an issue of a lot being improperly zoned.
- 2. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?**
  - It is highly unlikely that this development would cause issues with the surrounding properties and their associated development and usability. This is an addition to the existing use, and architectural standards should reflect the overall neighborhood area.
- 3. Does the property to be rezoned have a reasonable economic use as currently zoned?**
  - The property could not reasonably be developed in its current state, as the surrounding areas
- 4. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?**



- The property would not have significant impacts to existing streets as the occupancy would be fairly low.
- 5. Are there other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?**
- There should be no adverse impacts regarding the development of the property and the use of the property should provide significant improvement to the operations of the existing hospice facility.
- 6. Does the zoning proposal conform to the Long Range Land Use Plan of the Municipality?**
- The proposed use is consistent with the subject site's character area ("Established Residential Neighborhood") as stated in the *2019 – 2029 Comprehensive Master Plan*.

### **ZONING VARIANCE STANDARDS OF REVIEW**

In addition to the noted standards of review for Zoning Map Amendments, Zoning Variances considered by the Mayor and Council should if they are "in the public interest, observe the spirit of the ordinance," and should consider the following:

- 1. Do the special conditions and circumstances result from the actions of the applicant;**
  - The location is limited in size, but the existing corner of Inman and Granada Street must provide sufficient distance from the intersection.
- 2. The application of the ordinance to this particular piece of property would create an unnecessary hardship; and**
  - Adherence of the ordinance in this matter would make the parking area inaccessible due to the proximity of the property to the building.
- 3. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of the zoning regulations.**
  - Development of the property and granting of the variance would not cause any detriment to the public.

**Subject Property**



**Eastern Property**



**Northern Property**

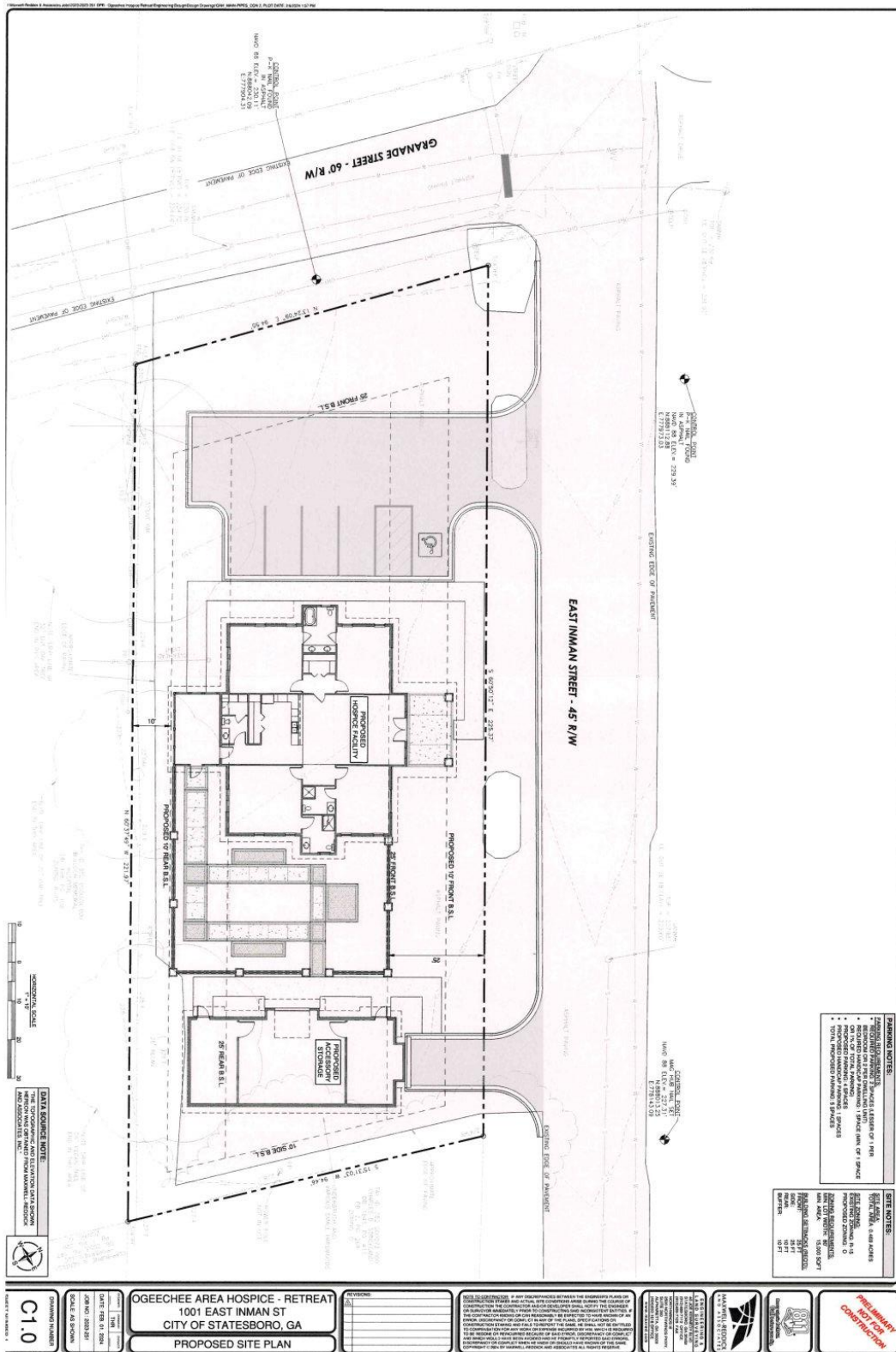


**Western Property**





# Proposed Site Plan





**STAFF/PLANNING COMMISSION RECOMMENDATION**

Staff recommends **Approval of RZ 24-03-03 & V 24-03-04**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Zoning Map Amendment does not grant the right to develop on the site without approval. All construction must be approved by the City.

At the regularly scheduled meeting of The Planning Commission on April 2, 2024, the Commission recommended approval of both requests and staff conditions with a 7-0 vote

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Planning & Housing Administrator

**Date:** April 3, 2024

**RE:** April 16, 2024 City Council Agenda Items

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

**Recommendation:** The Planning Commission recommends Approval of the Zoning Map Amendment requested by RZ 24-03-05.

**Background:** Burbank Pointe, LLC requests a Zoning Map Amendment from the R-15 (Single-Family Residential) zoning district to the R-6 (Single-Family Residential) zoning district on approximately 0.32 acres of property in order to develop an infill cottage court 231 East Main Street (Tax Parcel # S39 000054 000).

**Budget Impact:** None

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

**Attachments:** Development Services Report (RZ 24-03-05)



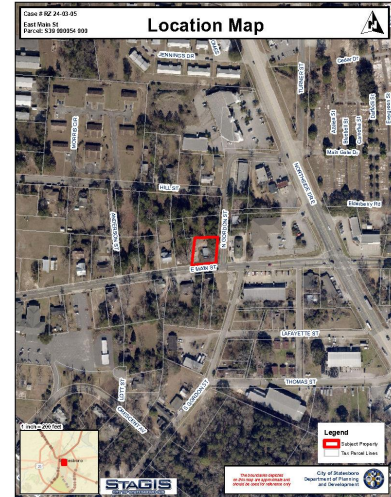
# ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

**RZ 24-03-05  
ZONING MAP AMENDMENT  
231 EAST MAIN STREET**

<b>LOCATION:</b>	231 East Main Street
<b>EXISTING ZONING:</b>	R-15 (Single-Family Residential)
<b>ACRES:</b>	0.32 acres
<b>PARCEL TAX MAP #:</b>	S39 000054 000
<b>COUNCIL DISTRICT:</b>	District 1 (Boyum)
<b>EXISTING USE:</b>	Produce Stand
<b>PROPOSED USE:</b>	Cottage Court



**PETITIONER** Burbank Point, LLC  
**ADDRESS** 1207 Monarch Circle; Statesboro, GA 30461

**REPRESENTATIVE** Same As Above  
**ADDRESS** SAME AS ABOVE

**PROPOSAL**

The applicant requests a Zoning Map Amendment on 0.32 acres of property in order to develop an infill cottage court at 231 East Main Street.

**STAFF/PLANNING COMMISSION RECOMMENDATION**

**RZ 24-03-05 - CONDITIONAL APPROVAL**



Case # RZ 24-03-05  
East Main St  
Parcel: S39 000054 000

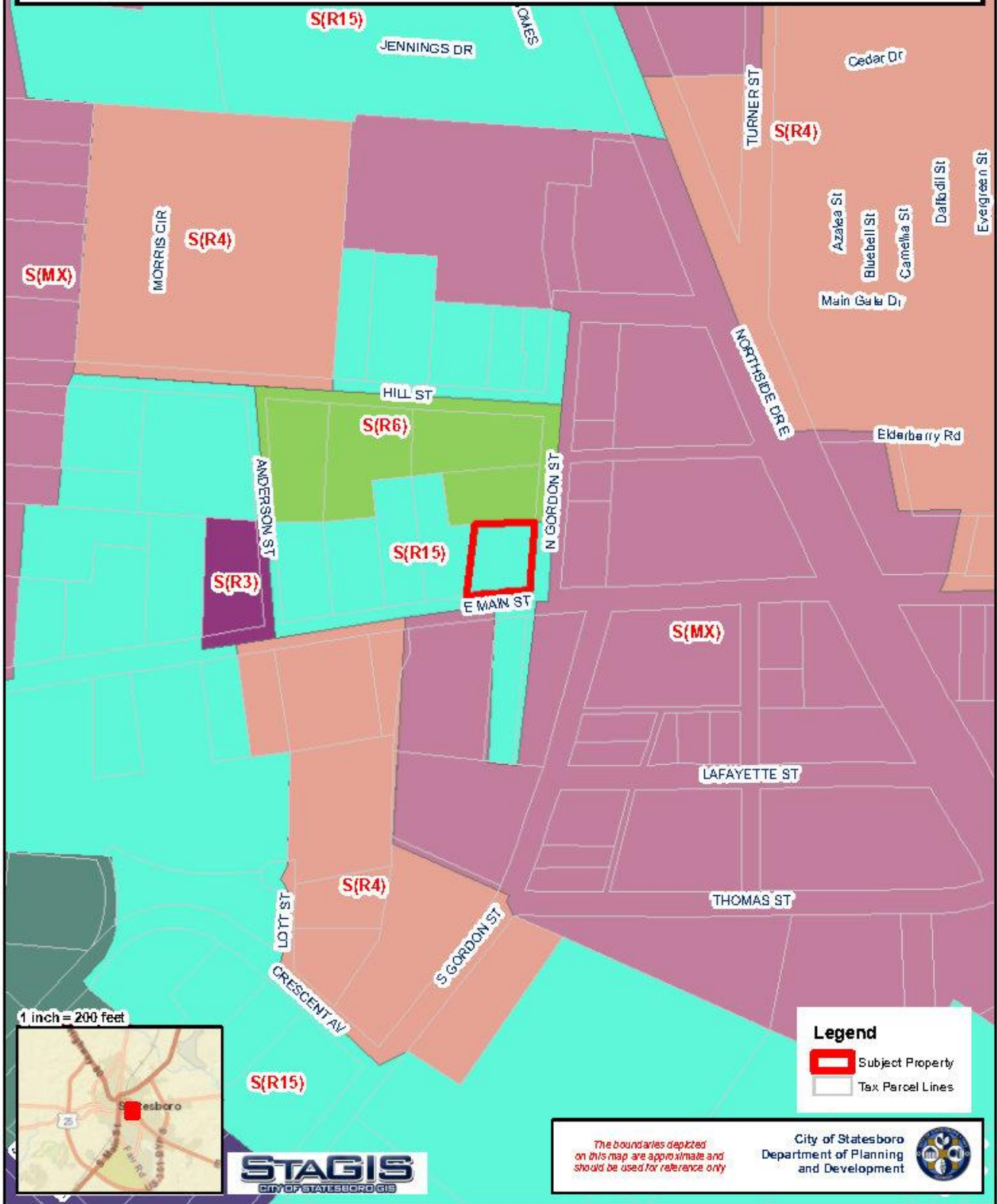
# Location Map





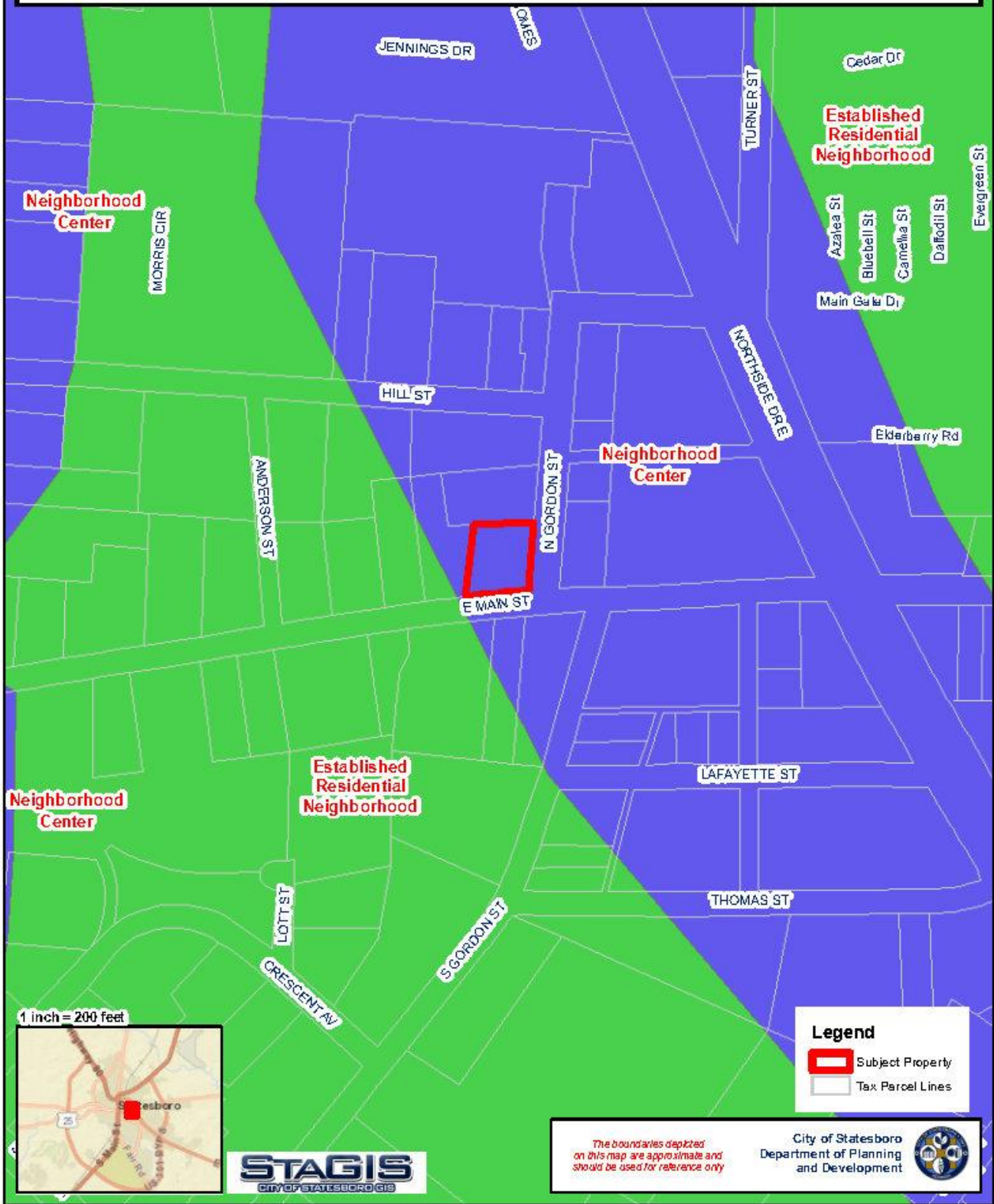
Case # RZ 24-03-05  
East Main St  
Parcel: S39 000054 000

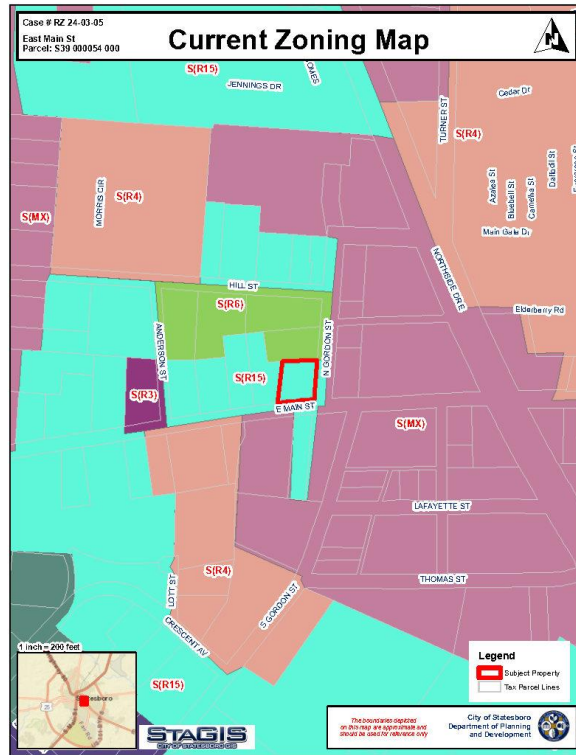
# Current Zoning Map



Case # RZ 24-03-05  
East Main St  
Parcel: S39 000054 000

# Future Landuse Map





**SURROUNDING LAND USES/ZONING**

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1</b> R-6 (Single Family Residential)	Residential Lot (Under Development)
Northeast	<b>Location Area #2</b> MX (Mixed-Use)	Shopping Center
East	<b>Location Area #3:</b> MX (Mixed-Use)	Hair Salon
North West	<b>Location Area #4:</b> R-6 (Single Family Residential)	Single-Family Dwelling
Southeast	<b>Location Area #5:</b> MX (Mixed-Use)	Hair Salon
South	<b>Location Area #6</b> R-4 (High-Density Residential)	Vacant Land
Southwest	<b>Location Area #7:</b> R-4 (High-Density Residential)	Vacant Lot (Development Pending)
West	<b>Location Area #8:</b> R-15 (Single-Density Residential)	Single-Family Dwelling



## **SUBJECT SITE**

The subject site consists of approximately 0.32 acres of property, which currently has a defunct produce stand. The applicant intends to develop the property as a cottage court to allow for a residential corridor on East Main Street to complement the existing surrounding residential, but current R-15 zoning does not allow for small scale development. Approval of the development will restrict additional cottage court development on the existing block face.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Neighborhood Center” character area, which calls for a “single-family residential and medium density residential development”

## **ENVIRONMENTAL SITE ANALYSIS**

There are no wetlands, floodplains, or special flood areas on the site. Special care should be taken to ensure that appropriate draining may be installed to reduce the impact of the impervious pavement on the site.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject site may be served by City Utilities as the area already has sufficient connections for sewer and water. It is recommended that traffic in the area be analyzed for the possibility of shifting the parking to focus entry to the site onto N Gordon Street.

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

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

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

- 1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?**
  - The use is appropriate for the area, as the developing area of the City has a substantial amount of proposed redevelopment to include both townhomes and traditional single family lots.
- 2. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?**
  - At this time, it is unknown how the development would impact the surrounding properties, as this development type has not been historically utilized in the City of Statesboro. By removing the defunct use located at the address now, it is likely that the values would increase for surrounding properties.
- 3. Does the property to be rezoned have a reasonable economic use as currently zoned?**

- The property could be developed with its current zoning as a single-family home, although the existing produce stand is considered a grandfathered use, and future commercial development would not be allowed on the site.
- 4. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?**
- As per the recommendation of the Engineering Department, consideration should be made to ensure that additional or alternative egress is placed on the site.
- 5. Are there other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?**
- The proposed change does not conflict with the existing development of the area, as a number of developments are currently under consideration and development in the Southern Gordon Street area, as well as the existing block face in the area.
- 6. Does the zoning proposal conform to the Long Range Land Use Plan of the Municipality?**
- The proposed use is consistent with the subject site's character area ("Neighborhood Center") as stated in the *2019 – 2029 Comprehensive Master Plan*.

**Subject Property**



**Eastern Property**





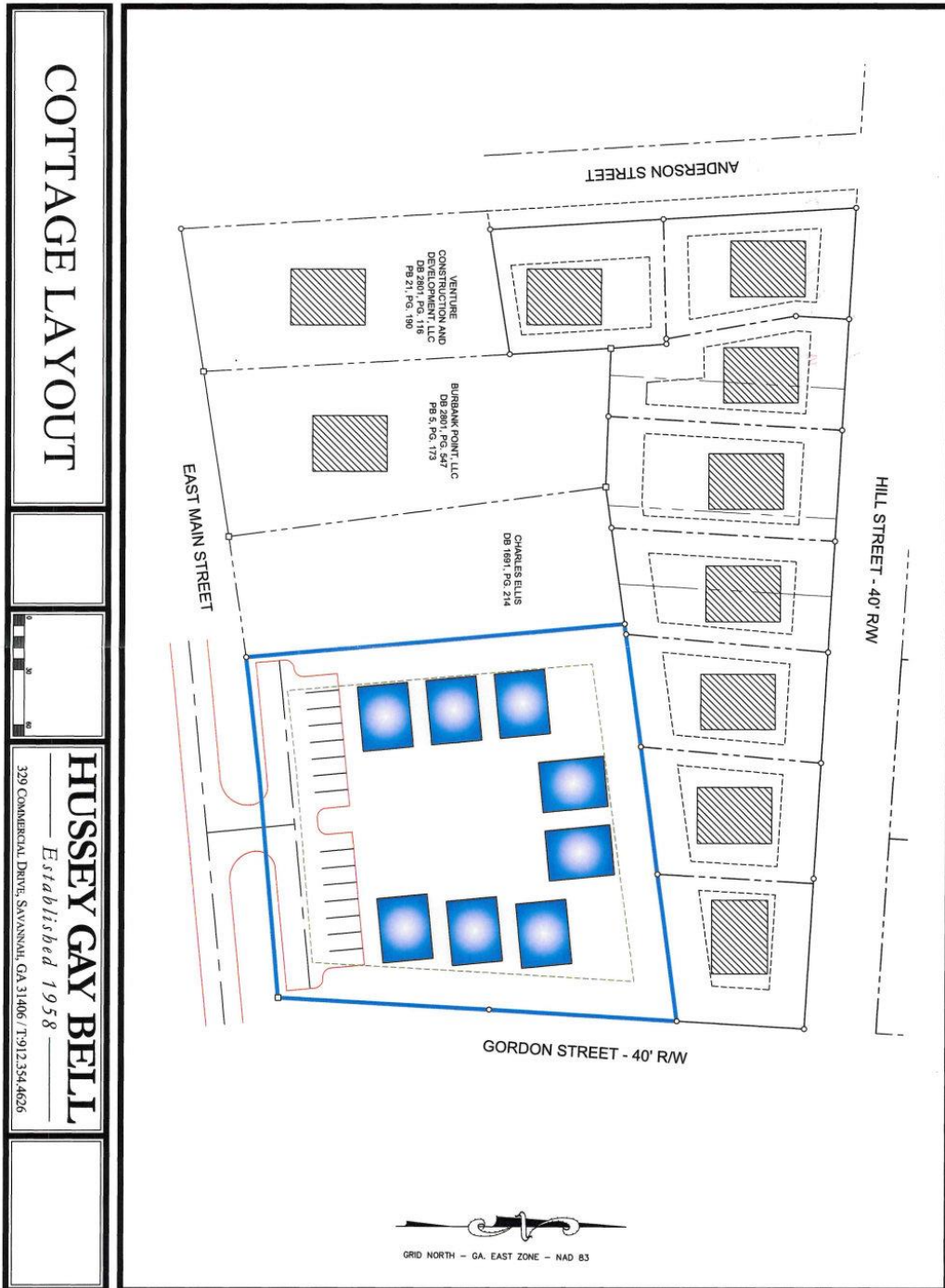
**Western Property**



**Southern Property**



# Preliminary Site Plan



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

Staff recommends **Approval of RZ 24-03-05**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Zoning Map Amendment does not grant the right to develop on the site without approval. All construction must be approved by the City.
- (2) All cottage court developments must meet the requirements of Section 2.4.2 of the *Statesboro Unified Development Code*.

At the regularly scheduled meeting of The Planning Commission on April 2, 2024, the Commission recommended approval of the request and staff conditions with a 7-0 vote



# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** City Manager Charles Penny & City Clerk Leah Harden

**From:** Jennifer Joyner, Tax & License Coordinator

**Date:** April 10, 2024

**RE:** Azul Tex-Mex Express LLC

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

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

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

**Budget Impact:** None

**Council Person and District:** Ginny Hendley, District 3

**Attachments:** Application and Department Approvals

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

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

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

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

Date application was received by tax/license office: 2/23/24

1. Business Trade Name: \_\_\_\_\_

D/B/A Name

2. Applicant's Name: Azul Tex-Mex Express LLC  
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 408 S. Main St, Statesboro, GA  
30458

4. Business mailing address: 408 S. Main St, Statesboro, GA 30458

5. Local business phone number: (912) 259-9565

Corporate office phone number: \_\_\_\_\_

6. Name of Manager: Lorena Cisneros  
Person responsible for alcohol licensing issues

7. Phone number for manager: [REDACTED]

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

9. Address of manager: [REDACTED]

10. Purpose of application is:

New Business  New Owner



Previous owner's name: ~~Farentino~~

If the business name has changed, list previous name: \_\_\_\_\_

If the business address has changed, list the previous address: \_\_\_\_\_

\_\_\_\_\_

11. Indicate where the business will be located:

Above ground

Street or ground floor level

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

12. Type of Business: \_\_\_\_\_ Individual \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership  LLC

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

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

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Have you completed the financial affidavit attached to this application? \_\_\_\_\_

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

Name & address of partnership, LLC, or LLP: Azul Tex-mex Express LLC

408 S. Main St, Statesboro, GA 30458

Do you have an operating or partnership agreement for the LLC, LLC, or partnership? Yes

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

\_\_\_\_\_



15. Members of LLC and/or partners:

Full Legal Name: Jorge San Juan Phone #: [REDACTED]

Home Address: [REDACTED]

Full Legal Name: Lorena Coshenos Phone #: [REDACTED]

Home Address: [REDACTED]

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

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

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

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

Name of Corporation: \_\_\_\_\_

Home Office address: \_\_\_\_\_

Mailing address (if different): \_\_\_\_\_

Date & Place of incorporation: \_\_\_\_\_

Do you have a shareholders agreement?: \_\_\_\_\_

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

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

Flavie Dragon

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

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

Flavie Dragon

404 S. Main Street Statesboro, GA 30458

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

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

23. Is there anyone connected with this business that is not a legal resident of the United States and at least 21 years of age? \_\_\_\_\_

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

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

yes, we have attach a copy of work permit.

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

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

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

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

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

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

NO

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





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

Calculation of Basic License Fee

For Calendar Year: \_\_\_\_\_

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

Total Due: \$ 3,100



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lee Hill & Johnston Insurors 212 Savannah Ave Statesboro, GA 30458	CONTACT NAME: Winfield J. Lee, III	FAX (A/C, No): (912) 764 - 8980
	PHONE (A/C, No, Ext): (912) 764 - 9896	E-MAIL ADDRESS: clservice@lhjins.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Western World Insurance Company		
INSURER B : Mount Vernon Insurance Company		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NPP8991319	09/07/2023	09/07/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Liquor Liability			LQ2012431	03/27/2024	03/27/2025	Each Common Cause Aggregate	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 408 S Main Street, Statesboro, GA 30458

**CERTIFICATE HOLDER**                      **CANCELLATION**

City of Statesboro PO Box 348 Statesboro, GA 30459	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



**Azul Tex-Mex Express LLC**  
**Lorena Cisneros**  
**408 S. Main St.**

*Please enter your recommendations and comments with your full name.*

**Alcohol License Review**

<b>Department</b>	<b>Full Name</b>	<b>Recommendation</b>	<b>Comments</b>
<b>Planning &amp; Development</b>	Jermaine Foster	Approved	02-23-2024. This location is zoned HOC. HOC is a permissible zoning area for alcohol.
<b>Fire Department</b>	Justin Taylor	Approved	Approval is for the alcohol request to be brought before City Council only. Alcohol license will only be approved when the business receives a passing fire inspection. 4/10/2024
<b>Police Department</b>	Jared Akins	Approved	
<b>Legal</b>	Cain Smith	Approved	

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Justin Williams, Planning & Housing Administrator

**Date:** April 3, 2024

**RE:** April 16, 2024 City Council Agenda Items

**Policy Issue:** *Transmittal Letter - Comprehensive Plan*

**Recommendation:** Staff request transmittal of the Comprehensive Plan to the Coastal Regional Commission for the 40 day comment and review period.

**Background:** After a series of public meetings, stakeholder meetings and technical advisory review, Staff recommends transmittal of the drafted Statesboro Comprehensive Plan to the Coastal Regional Commission to begin official review prior to final adoption.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Resolution to Transmit Statesboro Comprehensive Plan

**Resolution 2024-09: A RESOLUTION TO TRANSMIT THE 2024-2029 COMPREHENSIVE  
PLAN TO THE COASTAL REGIONAL COMMISSION**

WHEREAS, The Department of Community Affairs requires communities to update Comprehensive Plans every five years; and

WHEREAS, the City of Statesboro, having properly advertised and provided public opportunities for input into the contents of the updated plan with required public hearings held on December 5, 2023 and April 16, 2024; and,

WHEREAS, this document was prepared according to the Minimum Standards and Procedures for Local Comprehensive Planning effective March 31, 2014 and established by the Georgia Planning Act of 1989;

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of Statesboro, Georgia that the City does hereby transmit the 2024-2029 Comprehensive Plan to the Coastal Regional Commission for official review.

Adopted this 16<sup>th</sup> day of April, 2024. CITY OF STATESBORO, GEORGIA

---

By: Jonathan McCollar, Mayor

---

Attest: Leah Harden, City Clerk



# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Ginny Hendley  
John C. Riggs  
Shari Barr



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

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

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

**From:** Robin Demshar Records Manager

**Date:** April 10, 2024

**RE:** April 16, 2024 City Council Agenda Items

**Policy Issue:** *OCGA 50-18-90, et. seq., known as the "Georgia Records Act" requires that all public records be retained for a specified period set out in an adopted records retention schedule, with such records only being destroyed if the holding period has been met as adopted by Council on April 18, 1995.*

**Recommendation:** Consideration of a motion to approve Resolution 2024-10: A Resolution authorizing the destruction of certain Municipal Records

**Background:** N/A

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Proposed Resolution 2024-10

**RESOLUTION 2024- 10: A RESOLUTION AUTHORIZING THE  
DESTRUCTION OF CERTAIN MUNICIPAL RECORDS**

**THAT WHEREAS**, OCGA 50-18-90, et. seq., known as the "Georgia Records Act" requires that all public records be retained for a specified period set out in an adopted records retention schedule, with such records only being destroyed if the holding period has been met; and

**WHEREAS**, the City Clerk is the city official in charge of maintaining said records, and recommending their destruction when the required holding period has been met; and

**WHEREAS**, the City Clerk has certified public records noted in the attachments to this resolution have been retained and available for the required retention period, and are no longer needed by the City, and therefore has recommended that they be destroyed;

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

**Section 1.** That the public records listed on the attachments to the Resolution, which said attachments are hereby incorporated into this Resolution as if fully set forth in the Resolution, are hereby authorized for destruction and are required to be destroyed by the City Clerk in a manner consistent with state law.

**Section 2.** That this Resolution shall be and remain effective from and after its date of adoption.

Adopted this 16th day of April, 2024.

CITY OF STATESBORO, GEORGIA

---

Jonathan McCollar, Mayor

---

Leah Harden, City Clerk

# CITY OF STATESBORO

## COUNCIL

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



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

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

## Records Destruction Certification Form

The documents listed have met their retention schedule, and are cleared to be destroyed, in keeping with the law set by the State of Georgia. As the current Director/Supervisor of the Finance Dept. department, I have reviewed the documents listed and approve their submission to the City Council of Statesboro, Georgia so they may be considered for destruction.

Department Director: \_\_\_\_\_

Date: 4-3-24

Cindy S. West

City Clerk Signature: \_\_\_\_\_

Date: 4-10-2024

Leah Harden

Records Manager: \_\_\_\_\_

Date: 4-3-24

Robin Pennington

### Finance Boxes for Destruction

- Box 88 – Accounts payable Ta-1540HR 2016
- Box 4 – Timesheets 2018 (6) Gas Tax Reports 2015/2016, Check authorization forms 2012,2014,2015
- Box 104- Accounts payable BB&T Oct-2015-December 2015 – 5 year retention Box 436 – Customer Service Clerk Files Jan 2015 – December 2016 adjustments
- Box 415 – Customer Service Clerk Files off orders Aug 2015 – Feb 2016 Box 423 – Customer Service Clerk Files On Orders Jan. 2016 – May 2016
- Box 439 – Customer Service Clerk Files workstation reports July 2016- Dec. 2016 Box 440 – Customer Service Clerk Files lockoff, reread, reconnect Aug 2015-Feb 2016
- Box 443 - Customer Service Clerk Files, receipts, and account information Sept 2016
- Box 193 – Budget reports, Balance Sheets 2016-2018
- Box 217 – Misc. Rec Check folders – 2016
- Box 218 – Bank Receipt for sweep & Disbursement – 2016
- Box 430 – Customer Service clerk files lock off Oct 2015-Jan 2016
- Box 432 – Customer Service Clerk Files Jan 2016
- Box 177- Budget Comparison Statements Nov. 2016
- Box 194 – Budget Comparison Statements Nov-Dec 2016
- Box 235- Department of transportation -2010 Hotel/Motel 2011 – From Anthony's Room
- Box 219 – SMC, Pretrial, daily's, CSRA 2016
- Box 227- SMC, Pre-Trial, Daily's, CSRA 2016
- Box 208 – SMC, Pre-Trial, Daily's CSRA 2016
- Box 414 – Customer Service Clerk files May 2016
- Box 207 – Journal Entries 2016
- Box 446- Customer Service Clerk Files November 2016
- Box 437 – Customer Service Clerk Files off orders July- December 2016
- Box 214 – Accounts Payable BB&T PCARD Jan –March 2018
- Box 212 – SMC, Pretrial, Daily's CSRA, Tipping 2016
- Box 445- Customer Service Clerk Files – Feb 2016
- Box 220- SMC, Pre-Trial, Daily's, CSRA, tippage 2016
- Box 151- Payroll Blue sheets – 2016
- Box 134- Accounts Payable FR-GE 2016
- Box 165 – Accounts Payable BB&T April – June 2016
- Box 226 – SMC, Pre-trial, daily's, CSRA, tippage 2016
- Box 210 – PO and JE register reports 2016
- Box 209 – Bank Reconciliation for CDBG, EGOV and payroll – 2016
- Box 131 – Accounts payable & Check stubs for FY 2016
- Box 163- Payroll Feb – July 2015
- Box 164- BB&T files accounts payable A-F
- Box 132 – SMC, E-Gov, Daily sheets Tipping fees May- June 2015
- Box 139 – Customer Service Workstation 2014-2016
- Box 80 – Accounts payable GE-ST 2016
- Box 421 – Customer Service Clerk Files March 2016
- Box 416 – Customer Service Clerk Files receipts 2016
- Box 432- Customer Service clerk files receipts tape March 2016-July 2016



- Box 431- Customer Service clerk files workstation reports March- April 2016
- Box 424- Customer Service clerk files off orders – March – June 2016
- Box 413 – Customer Service clerk files on orders June – Dec 2016
- Box 407 – Customer Service clerk files lock off, re-read, reconnects March – Dec 2016
- Box 435 – Customer Service clerk files August 2016
- Box 400- Customer Service Clerk files on orders Jan – Aug 2017
- Box 408 – Customer Service Clerk Files April 2016
- Box 447- Customer Service Clerk Files Brandi Receipts May 2015- July 2016
- Box 398 – Customer Service clerk files July 2016
- Box 399 – Customer Service Clerk Files April 2017
- Box 448- Customer Service Clerk Files Workstation Reports May 2016-June 2016
- Box 199- Grants.GCA 2012, GSU, ENW, CDBG, Georgia One
- Box 150- Transactions edits June – July 2015
- Box 136- SMC, E-Gov, Daily Sheets, Tippage fees Sentinel May-June 2015
- Box 459 – Customer Service reports September 2014
- Box 460 – Customer Service Reports 2016
- Box 429 – Customer Service clerk files Dec 2016
- Box 469 – Customer Service Clerk Files workstation Jan-Feb 2016
- Box 444- Customer Service Clerk Files October 2016
- Box 470- Customer Service Clerk files – Morris & Whitney Receipt tape – Nov-14 to March 16
- Box 486 – Customer Service Clerk files – August 2015
- Box 488 – Customer Service – Krista Reports June 2014
- Box 455- Customer Service – Krista Reports December 2014
- Box 487 – Customer Service – Krista Reports May 2014
- Box 485 – Customer Service- Krista Reports July 2014
- Box 471 – Customer Service – Krista Reports March 2014
- Box 454- Customer Service – Krista Reports Nov 2014
- Box 479- Customer Service – Krista Reports April 2014
- Box 477- Customer Service workstations Jan-Feb 2015
- Box 463- Customer Service Receipt tape Boles June 2013- Sept 2014
- Box 480 – Customer Service – Krista Reports Feb 2014
- Box 472 – Customer Service- Workstation Sept – Oct 2014
- Box 413- Customer Service clerk files – on orders June –Dec 2016
- 5 boxes from municipal court – dockets from 1992-2000

2<sup>nd</sup> List for Finance destruction

Box – Time Sheets – 1990s

White box 50 – Daily and monthly reports for Sanitation, Parks, Landfill, Streets, and wastewater 2006

White box 61 – Blue Sheets 2017

White box 63- PPE- detail registers, pay corrections July-Dec 2017

White box 64- Blue sheets March-Sept 2014

White box 65- Pcard statements Feb- April 2017

White box 66- Utility Adjustments 2016-2019

Customer service files July 2018-Dec 2018

Landfill tickets 2019

Bank statements and receipts 1934

Budget Comparisons Jan 15- Jun 15 all divisions

Customer service reports Dec 18-April 19

2017 Blue sheets

Drummer building boxes

On orders- 2020

Off orders- 2019

Customer Service daily reports Oct. 2017- Feb 2018

Customer Service daily reports May-June 2018

Customer Service storm water 2015-2018

Customer Service reports- May-Aug 2019

Cut off Relock 9/2018- 8/2019

Customer service May 2019-June 2019

Customer Service July 2019 – August 2019

Customer Service Sept 2019- Dec 2019

Off Orders June 2018-Nov 2019

Customer service files, cut offs – 2016-2017  
Blue Sheets – 2014  
Accounts payable DSDA July 2017  
Customer Service- on orders March 2018  
Accounts Payable BBT PCARD Jan-March 2018  
BBT- PCARD April 2017  
Bank Reconciliation for sweep 2018  
BBT Pcard May-June 2018  
Customer Service files 2015-2018  
Customer Service Oct 2017 – Feb 2018  
Accounts Payable BBT Pcard Nov-Dec 2017  
SMC, Daily's, CSRA, Tippage –September 2017  
Bank Reconciliation, E-GOV, Payroll, Disbursement, FY 2018  
E-gov, Pcard, Tippage April 2018  
Budget comparison statements fy 2018  
Accounts payable BBT Pcard April 2018-June 2018  
Customer Service clerk files daily reports July – Nov. 2018  
SMC, Pre-Trial, dailys tippage, December 2018  
Customer Service clerk files March 2018-April 2018  
Customer Service clerk files- On Orders- Dec 2018  
SMC, Pre-Trial, Daily's Tippage January 2018  
Accounts Payable Georgia Power-Golder 2018  
SMC, Pre-trial, Daily's, Tippage- October 2017  
Customer Service clerk files Sep-October 2018  
Accounts Payable D-Georgia Municipal Assoc 2018  
Customer Service daily reports March 2018-June 2018  
E-Gov, SMC Pre-trial, tippage- March 2018  
Accounts payable 3210 2018

Accounts payable A/P check stubs July 2017-June 2018  
Customer Service clerk files July 2018= August 2018  
SMC, Pre-Trial, Daily's and CSRA- December 2017  
Accounts payable – 2018  
Customer Service Clerk Files March 2019-April 2019  
SMC, Pre-Trail, Dailys, Tippage August 2017  
E-Gov, Tippage, Pre-trial, Feb. 2018  
Accounts payable –Travel -3200 Misc 2018  
Customer Service Clerk Files March-April 2019  
SMC, Pretrial, tippage Feb 2018  
Accounts Payable A-C 2018  
Accounts Payable H-W 2018  
Utility Receipt workstation 2018  
Customer Service On Orders April- November 2018  
BB&T PCARD May- June 2017  
Customer Service on orders Sept 2017-March 2018  
BB&T PCARD, accounts payable Jan-March 2018  
Accounts Payable –DSDA July 2017- June 2018  
Utility reports billing, landfill tickets Jan-Feb 2020  
Bank Reconciliation all FY 2018  
Blue Sheets 2018



# CITY OF STATESBORO

## COUNCIL

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



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

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

## Records Destruction Certification Form

The documents listed have met their retention schedule, and are cleared to be destroyed, in keeping with the law set by the State of Georgia. As the current Director/Supervisor of the City Clerks department, I have reviewed the documents listed and approve their submission to the City Council of Statesboro, Georgia so they may be considered for destruction.

Department Director: \_\_\_\_\_  
Date: \_\_\_\_\_

City Clerk Signature: \_\_\_\_\_  
Date: 3-28-2024

Records Manager: \_\_\_\_\_  
Date: 3-28-2024

## CLERKS

White box 4 – NEA Grant app for park redesign 1992, LDF Grant app greenway plan funds - (LG-01-034A 2 years if not awarded) 7 years after completion or award Green diamond tour event sheets, expense sheets (blank), Green diamond tour agenda 2001, GSU national Football celebration flyers 2000, Georgia Main street Brooklet flyers 2000, Georgia Games torch run organizer packet 2002, Georgia Games torch run ceremony checklist, flyers 2001 Radio station correspondence 2000, Small business development, flyers, how to sheets 1997, Community Retreat agendas 92, Public notices for water/sewer work 2004, Downtown building permits monthly totals – end 1992, Letters and memos to mayor about nude dance 2002, Airport meeting duplicates 1981 (For useful life)

Tote- Interview papers for Statesboro Service League & Oral History project 2000, bicentennial flyers, copies of bicentennial, blank printouts of 2003 calendars, misc. flyers from 2000, copies of letters for clubs, brochures and correspondence from clubs. (For useful life)

White box 1 – Checks from tax department (3 months)

White box 2 – Copies of resolutions and ordinances and 2 bills of sale from 1980 and 1 from 1959 (For useful life)

Brown box 4 - Copies of memos from April 2001, Art Center proposal 2000 x 3, various cassette tapes, Engineering preliminary report packinghouse road lift station April 2003, copies of proposed changes in charter, city drug and alcohol policy 1995, staffing study proposal analyze admin and financial functions 2000, City of Statesboro Cross-connection control policy 1999 Letters from GA dept. of Natural Resources for water sampling-June 1992, Survey of city jail inspection-1986, Survey of Business Taxes based on gross receipts from other cities -1999, Proposal for metro transit authority system mass transit-1999, blank agreements, Bateski & Morgenthal to City Re: Ante Litem notice claim 1999, Transcript of public hearing Shannon Hayes PD 1999, Tree board memos 1995, Memo from Hariton County 1975, Chamber of Commerce minutes from policy board 1974, Papers and information on pump/recharge rates, Statesboro High School Mock Council Meetings x 5 2001, Bulloch Co Health Dept board members, and schedule of meetings 1992, Bulloch County Drug and alcohol board members and meeting schedule 1976, Bulloch Co Rec board meeting minutes 1999, DSDA meeting minutes 1999 (1 copy) ,SCVB meeting minutes 1999 (1 copy)

Brown box 5 – Tax depreciation summary 6-30-89 x 2, Copy of water/sewer Report of examination 5-31-66, 5-31-65, 6-31-67, 5-31-68, 5-31-69, 6-30-74, Copy of Natural Gas Report of examination 5-31-65, 6-30-74, 6-31-67, 5-31-68, 6-30-74, Copy of Dept. of Rec Report of examination 4-30-65, 4-30-66, 4-30-67, 4-30-67, 5-31-68, 5-31-69, 5-31-69, Copy of City of Statesboro Report of examination 6-30-78, 6-30-90, 6-30-99, 6-30-66, 5-31-65, 6-31-67, 5-31-68, 5-31-69, 6-30-76, 6-30-75, 6-30-74, 6-30-83, Statesboro Bulloch joint ventures audit 6-30-90, 6-30-89, 6-30-88, 6-30-87, 06-30-84, 6-30-85, 6-30-86, City of Statesboro compliance with laws and regulations report 6-30-86, WAITING ON RESPONSE FROM CHRISTINE WITH RETENTION -LG-09-011 - 4 years

White box 1 – Personnel policies 1991, Community handbook 1978, COS pay scale 1999, Travis Deal on the job training, engineering 1973, Copies council minutes Jan-March 1991, 1973 natural gas reimbursement grant memo, Approval of sports complex

Brown box 7 - DOT street renaming 76-78 (County), 1996-1997 Draft budget time table, 1997 Bulloch County Rec directors and various memos, 1995 Bulloch County utilization data, 1991 resumes for engineering department, 1991 City of Carrollton, Valdosta and Athens Alcoholic Beverage Ordinance, GSU memos and copies of sports complex, 1995 Cutler cutting positions, 1994 Memos and letters to the mayor, 1995 Traffic correspondence, 1994 drafts for GA dept of natural resources pretreatment program, 1996 memo to mayor for completion of a citizens community service, 1991 memos back and forth from Mayor and fort Stewart for storm clean up and blank forms, 1995 citizens input, (2x) 1978 DOT Permits for utilities, 1968 proposed improvements sanitary sewer, solid waste grant application 1978

Brown box 9 – Application for Grant landfill compactor 1989, Traffic study 1972, 1978 Annexation feasibility study, 1985 Bike trails, 1979 DOT surveys x2, 1975 solid waste grant, 1990 Landfill rules, 1975 BC contract with DOT, 1980 Solid waste grant application, 1976 Solid waste Application for grant in aid, 1999 memo about stadium walk drain and holding off, 1999 memos about Eagle Ridge development, 2000 various documents about goal setting, and accomplishing goals engineering resumes, 2000 discussion on false alarm calls to the PD.

Brown box 10 – unsigned contracts and ordinances 1980's, 2000 adult entertainment research, 2000 personnel directory, 2000 Statesboro airport agendas and flyers, 2000 petition for rezoning, 2000 businesses in compliance with alcohol ordinance, 1999 memos from alcohol ordinance commission, 2003 CAD report to American Legion, 1992 budget for BC animal shelter, 2000 Blood Drive, 1999 Bird pond memos, Sample ordinance nude dancing and alcohol, 2003 Bids for Beasley Road, 2002 Banking Service proposals, 2003 blank registration forms for audit classes, 2000 Screven Co. Art Council.

White Box 5 – 1988 Magic show memos, 1989 Bulloch County Work program, 1965 Sewer Revenue Bond, 1991 copier bids, 1990 blank agreement, 1989 Agreement with cooper industries, GSU sewer information sheet blank, 1990 Urban Forestry inventory, 1996 legal cases (closed) 1999 Water/Sewer Job Report, 2000 Various memos, 1999 Water supply management plan (20 years) – end 2020, 1999 Y2K Memos, 1999 water/sewer job report, 2000 various memos, 1999 water supply management plan (20 years), 1999 memos mayors youth council, 1999 Y2K information

Brown box – 1984 insurance claims (LG-16028 5 years), 1999 Bulloch County Board Accounts Payable, 1999 various purchase order receipts, 1999 Application for Players Club electric work.

Brown Box 12 – 1999 Employee Grievances, 2003 memos asking about CDBG quarterly reports, 1998 Proposed project budget little lotts, 2000 FD study and review along with schedule, 2001 Compassion Journal, 2005 Safeco list of prices for medical home equipment, Home IV fusion therapy, 1985 Blank agreement for engineering, 2000 memos with Habitat

Brown box 11 – 1984 insurance claims (LG-16-028 5 years), 1999

Brown box 13- 2014 Special elections, nonpartisan – (2 years LG-07-009)



Brown box 17 – 2017 Election Ballots (2 years LG-07-028) List – (5 years LG-07-031)

Brown box 18- Voided voters certificate of filing (2 years LG-07-014)

Brown box 19 – old phonebooks

Brown box 20- Employee agreement w/ H Crawford 1990 and 1996, Agreement between COS & BOE ending in 1994 and one in 1995, agreement between COS & DOC with Blakewood Apartments ending in 1996, Agreement Allied utilities 8" water line –end in 1999, Water/Sewer agreements 2 ending in 2000, 2 ending in 1999, 2 ending in 2001, 2 ending in 2004, 2006, Lease Agreement Old City Hall ending in 2002, Lease Court Building ending in 2001, blank water/sewer agreements, Lease between Owen Zetterower end in 2002, Agreement with COS and Brothers Trucking- ending in 2002, Transportation agreement- ending in 2002, agreement with North Cable- ending in 2010, DOT agreement widening Statesboro bypass – end 2001, Agreement Elliswood S. Walnut St Drainage Utility –end 2003, TBS software agreement –end in 2004, GIS software agreement- end 2005,

White box 21- Books of tax returns 1930's

White box 22- Copies of council packets 2017

White box 23 (3) Legal cases from early 1990s and 2000's

White Box 24- Proposals for construction 2012, sealed bids 2012 ( 7 years - LG-08-005B)

White Box 25- Legal cases from 2003,1996,2008,2009, 2003, Stormwater drainage Kappa Kappa agreement –end 2007, Shane Hayes resume, Blank forms

White box 26- Blank Wrecker & Towing agreement, legal cases 2006, City and County Rec Agreements and contracts ending in 1998

White box 27- Legal cases 1996, 2011, 2000, 1999, 2006 LG-11-001 6 years after closed

White box 28 - Legal Cases LG-11-001 6 years after closed

■ Brown Box 22 – Water/Sewer contracts from 1978 – 1983, 1971 emergency plan book ( 20 years) (Already spoke to Steve H. )

White Box 4- Green diamond tour event sheets, expense sheets (blank), Green diamond tour agenda 2001, GSU national Football celebration flyers 2000, Georgia Main street Brooklet flyers 2000, Georgia Games torch run organizer packet 2002, Georgia Games torch run ceremony checklist, flyers 2001, NEA grant app for park redesign -1992, LDF Grant app greenway plan funds 1993-end, feasibility study 1991, Radio station correspondence 2000, Small business development, flyers, how to sheets 1997, Community Retreat agendas 92, Public notices for water/sewer work 2004, Downtown building permits monthly totals – end 1992, Letters and memos to mayor about nude dance 2002, Airport meeting duplicates 1981

## 2<sup>nd</sup> round Clerk boxes

White box 31- Legends ordinance violation 1999- Copies out of a book for used car sales, Legal cases 1990-1999, and midtown market code reports

Brown Box 31- Crown vic surplus 2005, Public works quotes/bids on automated side loader 2005, server quotes 2004, Personal Computer quotes 2004, street improvement bids 2003, 9 incident reports 06, health insurance bids 2001, incident reports 06-07.

Brown Box 30- Blank team format forms, blank minute forms, 1989 transportation study, Bulloch Co. Health department info, Recreation invoices 1989-1990, various PO'S 1993-1992

White box 44 – old State Court Cases

Brown box 32- PD car bids 2005, Fire arm surplus 2005, PD uniform bids 2002

White box 40 – Food and alcohol sales semiannual report July-Dec 2000, safety printouts 2000, Statesboro rec dept. info 2000, tax rate of all Georgia counties 2002, Delivery Service agreement draft 1999 (have signed one), extension agreement with Sullivan Environmental Services end 1999.

White box 41- 2002 Splot, timeline for James Dick 2004, 2004 Hampton Inn Room Rate, Statesboro Inn Room Rate bid proposal

Brown Box 40 – Case for possession of alcohol underage person 2004, correspondence involving legal, complaints and violations, early 2000's, legal cases early 2000's, copy of wastewater time management policy and handouts 2003, Water/Sewer monthly reports 2000's, Landfill reports 2003, Parks division monthly report 2003, General Fund long term debt repayment schedule 01-07

White box 42- VHS Nationwide & Dream.Plan.Do. Nationwide pamphlets/handouts 90's, employee exit interviews 1990's

White box 43- Frontier list of COS phone numbers 2007, Memo to chairman Neal thanking him for having a meeting 2007, Draft for Department Natural Resources Permit 2008, Bulloch County Labor Study 1997, 1997 Proposal for Jones Mill Rd sewer, Solid Waste Management drafts 2008, Phase 2 environmental site assessment 2002, proposals old City Hall 1997, various manuals

Box – 2013 Election

Box – Special election 2012

Box 32- 1992 court settlement, 1999 draft service delivery stagey, 2003 Loan agreement with SARTS ended 2008, 2003 Agreement for engineering services ended 10-2003, 2003 agreement for DOT to use trail beginning at Max Lockwood complete 2004, 2003 agreement to install infrastructure pepper ridge end 2004, 1996 waste supply agreement draft, 1996 water/sewer agreement John Budack, 2003 water/sewer agreement oak crossing/cawanna

Brown box 50- Bulloch county water/sewer extensions technical institute/industrial park – Sept 1988 ended April 1989, Water/Sewer extensions Hollow Subdivision June 1981, Specifications for interceptor sewer for Sagebrush & Johnson mobile home park Oct 1983, Eagles Court Apartments proposals 1987, Southside water system extensions Feb 1988, Pinehaven water/sewer extensions Dec 1983

Brown box 51- Wastewater treatment plant expansion contracts 78-79, 81-84, 81-82 ( LG-20-030) 20 YEARS Steve approved

Brown box 25 – Sanitary sewer system pumping station – Wilburn circle area 1978, 1971 Gas Emergency Plan, 1978 Proposal Sanitary Sewer System – Wilburn Circle x2, 1978 proposal replacement of pumps, 1981 proposal for sanitary sewer & water – Packinghouse Road, 1978-1977 proposal for rehab of sanitary sewer, 1978 Jef Road water extension, 1983 Water & Sewer extensions –Gentility – (LG-20-030) 20 YEARS .Steve approved

Hotel/Motel, liquor excise- 2018

Box 539- Records Request Dec 2017-June 2018

White box 62- Tax receipt rolls 2014-2016

Drummer building

---

Hotel/Motel 2018

Records request Sep-Nov 2017 Oct-Dec 2016



# CITY OF STATESBORO

## COUNCIL

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



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

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

## Records Destruction Certification Form

The documents listed have met their retention schedule, and are cleared to be destroyed, in keeping with the law set by the State of Georgia. As the current Director/Supervisor of the Central Services department, I have reviewed the documents listed and approve their submission to the City Council of Statesboro, Georgia so they may be considered for destruction.

Box 155 - BIDS/RFPS Oct. 2014

Department Director: \_\_\_\_\_

Date: 4-10-24

City Clerk Signature: \_\_\_\_\_

Date: 4-10-24

Records Manager: \_\_\_\_\_

Date: 4-10-2024

# 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:** 04-10-2024

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

**Policy Issue:** The City of Statesboro is scheduled to re-certify in June 2024 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, 2024.

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

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Resolution 2024-11

**Resolution 2024-11:**

**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 16<sup>th</sup> day of April 2024

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

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

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

\_\_\_\_\_  
Councilmember Ginny Hendley

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

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

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

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Ginny Hendley  
John C. Riggs  
Shari Barr



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

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

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

**From:** Cain Smith, City Attorney

**Date:** April 10, 2024

**RE:** April 16, 2024 City Council Agenda Items

**Policy Issue:** Consideration of recodification of Chapter 38 Article IV Noise

**Recommendation:** Waive formalities under Section 2-2-4 and approve

**Background:** During codification of the UDC, Article IV was inadvertently removed from Chapter 38. Currently the City has no Noise ordinance. Proposed Article is identical to removed Article.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Preexisting Article IV



**ORDINANCE 2024-02:**

CHAPTER 38: ENVIRONMENT

**ARTICLE IV. NOISE**

**Sec. 38-101. Definitions.**

The following definitions shall apply in the interpretation and enforcement of this article; unless otherwise specifically stated:

*Ambient Sound Level* Any noise associated with a given environment, exclusive of a particular noise being tested, being usually a composite of sounds from many sources near and far, exclusive of intruding noises from isolated identifiable sources.

*Construction.* Any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or of public or private rights-of-way, structures, utilities or similar property.

*Demolition.* Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces, or similar property.

*Emergency.* Any occurrence or set of circumstances involving actual or imminent physical or psychological trauma or property damage which demands immediate action.

*Emergency Work.* Any work performed for the purpose of alleviating or resolving an emergency.

*Impulsive Sound.* Sound of short duration, usually less than one second, with an abrupt onset and rapid decay. Examples of sources of impulsive sound include explosions, drop forge impacts, and the discharge of firearms.

*Noise.* Any sound which disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

*Noise Disturbance.* Any sound which endangers or injures the welfare, safety or health of human being, or disturbs a reasonable person of normal sensitivities, or devalues or injures personal or real property, or as herein after defined.

*Noise Sensitive Activities.* Activities which should be conducted under conditions of exceptional quiet including, but not limited to, operation of schools, libraries open to the public, churches, hospitals, and nursing homes.

*Noise Sensitive Area.* Any area designated for the purpose of ensuring exceptional quiet and clearly posted with "Noise Sensitive Area" signs, because of the noise sensitive activities conducted therein.

*Person.* Any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, operative, State agency, municipality or other political subdivisions of this State, any interstate body, or any other legal entity.

*Public Right-of-Way.* Any street, avenue, boulevard, highway, sidewalk, or lane or similar place which is owned or controlled by a governmental entity.

*Public Space.* Any real property, including any structure thereon, which is owned or controlled by a governmental entity.

*Real Property Boundary.* An imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.

*Receiving Land Use.* The use or occupancy of the property which receives the transmission of sound as hereinafter defined.

*Residential.* Any property on which is located a building or structure used wholly or partially for living or sleeping purposes.

*Sound.* An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that cause compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

*Used or Occupied.* Either word shall be deemed to include the words "intended, designed, or arranged to be used or occupied."

#### **Sec. 38-102. Prohibited Generally**

It shall be unlawful for any person to make, continue, or cause to be made or continued any excessive, unnecessary or unusually loud noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others, within the limits of the city.

#### **Sec. 38-103. Specific Prohibitions**

The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this chapter, but said enumeration shall not be deemed to be exclusive, namely:

- (1) Horns, Signaling Devices, etc. The sounding of any horn or signal device on any automobile, motorcycle, bus, or other vehicle, except as a danger signal, so as to create any unreasonable loud or harsh sound, or the sounding of such device for an unreasonable period of time, or the use of any siren upon any vehicle, other than police, fire or other emergency vehicle or equipment.
- (2) Radios, phonographs, etc. The using, operating, or permitting to be played, used or operated any radio receiving set, musical instrument, phonograph, or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are in the room, vehicle or chamber in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such set, instrument, phonograph, machine or device in such a manner as to be plainly audible at distance of fifty (50) feet from the building, structure or vehicle in which it is located shall be prima facie evidence of a violation of this section.

- (3) Loudspeakers, amplifiers for advertising. The using, operating or permitting to be played, used, or operated of any radio receiving set musical instrument, phonograph, loudspeaker, sound amplifier, or other machine or device for the producing or reproducing of sound which is cast upon the public streets for the purpose of commercial advertising or attracting the attention of the public to any building or structure
- (4) Sales by "hawking' or "barking". No person shall offer for sale or sell anything by shouting or outcry within any residential or business area unless authorized by the City of Statesboro.
- (5) Regulation of Sound Equipment and Sound Amplifying Equipment.
  - a. Except for activities for which a permit has been issued by the city under this section, no person shall so operate, play or permit the operation or playing of any radio, television, or phonograph, amplifier, or loud speaker, or similar device so as to;
    - (i) Create a noise disturbance across a real property boundary or within a noise sensitive area. Provided, however, bars, taverns, lounges, night clubs, dance halls, game rooms and similar activities which produce a noise that is plainly audible beyond the premises shall be deemed a noise disturbance in violation of this article;
    - (ii) Create a noise which is plainly audible to any person other than the operator of the device, when operated on a common carrier, or public right-of-way or public place or space.
  - b. Sound Equipment Permitted. Except as hereafter provided, no person shall use, operate or cause to be used or operated any radio, record player, tape deck or player, loud speaker, amplifier, sound truck or other device or producing, reproducing, or amplifying sounds, hereinafter referred to as "sound equipment", upon the public streets or in any building or upon any premises, public or private,-so as to produce a noise disturbance. Provided, however, the following activities where authorized by the City of Statesboro may use sound equipment which produces a sound not to exceed 90 dB(A)'s when measured at a distance of 50 feet from such equipment Where the receiving land is residential such equipment may be used only from 9:00 A.M. to 11:00 P.M.
    - (i) Public health and safety purposes;
    - (ii) Fairs, carnivals and similar activities;
    - (iii) Parades, processions, excursions and associated festivities;
    - (iv) Outdoor - concerts and theatrical performances;
    - (v) Outdoor neighborhood functions such as lawn and pool parties, street dances and similar activities;
    - (vi) Civic and religious celebrations;
    - (vii) Recreational and athletic activities.
- (6) Animals and Birds. No person shall own, possess or harbor any animal or fowl which howls, barks, or emits audible sounds that are unreason ably loud or disturbing and which are of such character, intensity, and duration as to disturb the peace and quiet of the neighborhood. For the purposes of this ordinance, barking dog is defined as: a dog that barks, bays, cries, howls, or makes any other makes any other noise to create a nuisance to any person at any time of day or night regardless of whether the dog is physically situated in or upon private property.
- (7) Loading and Unloading. No person shall so load, unload, open, close or handle boxes, crates, containers, building materials, refuse, garbage cans,- motor vehicles, or similar objects

between the hours of 8:00 p.m. and 7:00 a.m. the following day as to create a noise disturbance across a residential real property boundary or within a noise of sensitive area.

- (8) Construction or Repairing of Buildings. The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 10:00 p.m. on week days, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the building official, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which permit may be renewed for periods of three (3) days or less while the emergency continues.

If the building official should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he shall further determine that loss or inconvenience would result to any party in interest if such work were to be prohibited, he may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application being made at the time the permit for the work is awarded or during the progress of the work.

- (9) Schools, Courts, Churches, Hospitals. The creation of any excessive noise on any street adjacent to any school, institution of learning, church or court which the same are in use, or adjacent to any hospital which unreasonably interferes with the workings of such institution, or which disturbs or unduly annoys patients in the hospital, provided conspicuous signs are displayed in such streets indicating that the same is a school, hospital or court street.

- (10) Pile drivers, Hammers, etc. The operation between the hours of 10:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.

#### **Sec. 38-104. Exceptions**

The provisions of this ordinance shall not apply to:

- (1) The emission of sound for the purpose of alerting persons to the existence of an emergency.
- (2) The emission of sound in the performance of emergency work.
- (3) Agricultural activities, exclusive of those involving the ownership or possession of animals or birds.
- (4) Rail and air transportation and public mass transportation vehicles.
- (5) Church or clock carillons, bells or chimes.
- (6) The emission of sound in the discharge of weapons or in fireworks displays for which a permit has been issued.
- (7) Emergency work or repair work by Governmental entities and Public initiative.
- (8) The emission of sound in the sounding the car horn by a mobile telephone.

#### **Sec. 38-105. Permit to Exceed**



(a) *Generally.* A person or group of persons shall be exempt from the provisions of Section III. hereof upon obtaining a "Permit to Exceed" from the City.

(b) *Action by the Police Chief.* The Police Chief or his/her designee shall act upon all applications for Permits to Exceed. In considering and acting upon such application, the Police Chief shall consider, but shall not be limited to, the following:

- (1) The nature of the requested activity;
- (2) The previous experience with the applicant;
- (3) The time of the event;
- (4) Other activities in the vicinity of the proposed location;
- (5) The cultural or social benefits of the proposed activity;
- (6) The effect of the activity on any adjacent residential property.

(c) *Application and Permit Fee.* An application for a Permit to Exceed must be submitted to the City at least 48 hours prior to the event for which such permit is needed. A fee in the amount of \$15.00 must be paid at the time the application is submitted.

(d) *Security Deposit.* A deposit in the amount of One Hundred Dollars (\$100.00) must be paid at the time an application for a Permit to Exceed is submitted. The purpose of this deposit is to secure the performance of the party requesting the Permit to Exceed. Upon the satisfaction of all of the conditions of the Permit to Exceed, said deposit shall be immediately refunded to the applicant.

(e) *Conditions of Permits.* A Permit to Exceed shall specify the date, time period and location to which it applies. The Permit shall also prescribe the conditions necessary to minimize the adverse effects the event may have upon the community or surrounding neighborhoods. The Police Chief may require, but shall not be limited to, the following conditions:

- (1) No sound speakers shall be set up more than 10 feet off the ground
- (2) That permit holders change the arrangement of the amplifying equipment or sound instruments upon the request of the Statesboro Police Department so as to minimize the disturbance to others resulting from the position or orientation of said amplifying equipment;
- (3) Adequate provisions to insure the proper cleanup of any litter resulting from the event for which the Permit to Exceed was obtained;
- (4) If over 50 people attend the event for which the Permit to Exceed was obtained, adequate private security shall be provided for the purpose of crowd and traffic control. The adequacy of such private security shall be determined by the Statesboro Police Department.

(f) *Limit on Permits.* Permits to Exceed shall be subject to the following limitations:

- (1) Permits will only be granted for temporary purposes not to exceed eight continuous hours in any one time period;

- (2) No more than two permits shall be allowed per address (person or group of persons) during any six-month period. January 1 through June 30 shall constitute one six-month period. July 1 through December 31 shall constitute the second six-month period;
- (3) No permit shall be granted for the time period between 1:00 a.m. - 9:00 a.m.

(g) *Cooperation.* Permit holder(s) shall agree to cooperate with the Statesboro Police Department in enforcing the Noise Ordinance by having the signer(s) of the Permit available at the site of the event during the entire time period for which a permit has been issued and capable of assisting the Police in enforcing the Noise Ordinance.

(h) *Enforcement.* The permit to exceed shall be revoked and the security deposit forfeited if:

- (1) The signer(s) of the Permit fails to be present during the entire time period for which the Permit has been issued; or
- (2) The signer(s) of the Permit fails to assist the Police in enforcing this Ordinance; or
- (3) The Signer(s) of the Permit fails to comply with any of the conditions of the Permit to Exceed.

(i) *Effect of permit revocation.* Once the Permit to Exceed has been revoked, the person or group of persons that obtained the permit shall no longer be exempt from the provisions of section 38-103.

(j) *Limitation on Section 38-105.* The provisions of this section apply only when a person or group of persons has obtained a permit to exceed, and only on the date and during the time period set forth in such permit. The provisions of section 38-103 apply at other times.

#### Sec. 38-106. Enforcement.

Any person, firm or corporation violating any of the provisions of this Ordinance shall upon conviction be guilty of a misdemeanor and shall be punished by a fine of no less than Fifty Dollars (\$50.00) or imprisoned for not less than Ten (10) days. Each and every day a violation continues shall be deemed a separate offense.

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Ginny Hendley  
John C. Riggs  
Shari Barr



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

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

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

**From:** Cain Smith, City Attorney

**Date:** April 10, 2024

**RE:** April 16, 2024 City Council Agenda Items

**Policy Issue:** Consideration of 50 year ground lease with The Food Bank, Inc. for 3.75 acres located at the intersection of Northside Drive and Miller Street

**Recommendation:** Approval

**Background:** Subject property was purchased with City and County ARPA funds for purposes of operation of a food bank. Rent will not be due as long as property is used for this purpose.

**Budget Impact:** None

**Council Person and District:** Paulette Chavers, District 2

**Attachments:** Proposed lease

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**GROUND LEASE AGREEMENT**

This GROUND LEASE AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between the **CITY OF STATESBORO, GEORGIA**, a municipal corporation of the State of Georgia (the “Lessor”) and **THE FOOD BANK, INC.**, a Georgia nonprofit corporation (the “Tenant”), collectively referred to as the Parties, for ground space located within the city limits of the City of Statesboro, Georgia, as more particularly described herein below.

**Recitals**

**WHEREAS**, on or about June 21, 2022, Lessor entered into an Intergovernmental Agreement (the “IGA”) with Bulloch County, a political subdivision of the State of Georgia (the “County”), for each party to contribute funds received from the American Rescue Plan Act (“ARPA”) for the acquisition of certain real property and contribution toward the construction of improvements thereon to the benefit of Tenant (see copy of IGA attached hereto marked **Exhibit A**); and

**WHEREAS**, concurrently with the above-referenced IGA, Lessor, Tenant, and the County entered into a “Food Bank ARPA Assistance Memorandum of Understanding” (the “MOU”) regarding the acquisition and construction of a new food bank facility (see copy of MOU attached hereto marked **Exhibit B**); and

**WHEREAS**, on or about June 27, 2022, Lessor closed on its acquisition of certain real property totaling 3.75 acres (163,350 square feet), more or less, located in the city limits of the City of Statesboro, Georgia, and situated north of Miller Street, east of Northside Drive (Highway 80), and west of Parrish Street, with assigned Bulloch County Tax Assessor Parcel Number S07 000005 000, and being more particularly described in **Exhibit C**, attached hereto and by this reference incorporated herein (the “Premises”); and

**WHEREAS**, Lessor, pursuant to its Charter, Section 1-2, is empowered and authorized to use, manage and improve, rent or lease its real property.

**NOW THEREFORE**, in consideration of the mutual terms and conditions contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

**1. Leased Premises.**

A. **Agreement to Lease Premises.** Lessor hereby leases to Tenant, and Tenant hereby leases from Lessor the Premises for the purposes set forth in this Agreement. Tenant agrees to accept the Premises “as is,” and Lessor makes no warranty as to the condition of the Premises or its suitability for any particular purpose.



B. **Purpose of Agreement.** Tenant agrees that it shall use the Premises only for the operation of a local food bank or food pantry (and for no other purposes). Tenant shall make improvements on the Premises in furtherance thereof, subject to the terms and conditions as herein stated. The Parties understand that by operating a food pantry, the Tenant will undertake operations whereby food is available and distributed to needy individuals.

C. **Access.** Lessor agrees that if Tenant is not in breach of this Agreement, Tenant and Tenant's employees, officers, directors, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Tenant's Associates") shall have exclusive use of the Premises to the extent reasonably necessary for Tenant's use, occupancy, and operations at the Premises.

D. **Other Reserved Rights.** This Agreement conveys only a leasehold interest in the Premises on the terms and for other purposes provided herein, and it conveys no other rights, title, or interests of any kind. There shall be no merger of the fee estate with the leasehold interest conveyed herein. Lessor's reserved rights are further discussed herein below.

## 2. **Rent and Payment.**

A. **Amount Due.** Tenant covenants to pay monthly base rent to Lessor for Tenant's lease of the Premises in the amount of **\$2,500.00**, commencing on the Commencement Date (as defined in Section 3.A.). Lessor and Tenant agree that Tenant's rent shall increase each year on the anniversary of the Commencement Date when this Agreement is in effect, and the amount of such increase shall be based on the Consumer Price Index (CPI) or five percent (5%), whichever is lower, of the rent amount paid during the previous year. The base rent amount stated herein shall be abated for each month that Tenant (or Tenant's Lessor-approved assignee) constructs and operates a food bank/food pantry on the Premises in accordance with the required terms and conditions of this Agreement.

B. **When Due.** Monthly rent payments shall be payable in advance and due on or before the first day of each month during the term of this Agreement.

C. **Additional Rent.** Any sum (other than the rent required in 2.A.) that Tenant is obliged to pay to Lessor arising from or relating to this Agreement or Tenant's use, occupancy, or operations at the Premises constitutes additional rent, which may include but is not limited to, fees, fines, civil penalties, damages, claims, interest, charges, and utility charges.

D. **Past Due Amounts.** If Tenant fails to pay when due any amount required to be paid by Tenant under this Agreement, such unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date of such amount to the date of payment in full, with interest. In addition, Lessor may also charge a sum of ten percent (10%) of such unpaid amount as a service fee, which the Parties agree is a reasonable estimate of liquidated damages for Lessor's additional costs for billing and collection arising from Tenant's failure to make payment promptly.

E. **Payment.** Any amount due in connection with this Agreement or the use of the Premises shall be due without prior notice or demand, except when notice is necessary to make

Tenant aware of an amount due, and shall be paid without offset, abatement, or deduction. Lessor shall first apply any sum paid to past due rent (beginning with the most recent amount due). No statement on any check or elsewhere shall be deemed to create an accord and satisfaction. Lessor may accept any payment (including, but not limited to, past due amounts and related charges) without prejudice to Lessor's rights to recover any sum or pursue other remedies provided by this Agreement or by law and without waiving any default under this Agreement. If a bank dishonors any check paid on behalf of Tenant, Tenant shall pay all charges that the bank may assess to Lessor plus a service charge of Fifty Dollars (\$50.00) per occurrence. If Lessor pays any amount on behalf of Tenant (including, but not limited to, civil penalties assessed in connection with Tenant's use of the Premises), such amount shall constitute an advance by Lessor to Tenant, and Tenant shall promptly reimburse Lessor upon demand by Lessor. Lessor has the right to apply any sum paid by Tenant to any obligation that Tenant owes to Lessor (whether or not in connection with this Agreement). Tenant shall make payments to Lessor at the following address (or such other address as Lessor may designate in writing from time to time):

City of Statesboro  
Attn: Finance Department  
50 East Main Street  
Statesboro, Georgia 30459

**3. Term.**

A. **Term.** The term of this Agreement shall be for a period of Fifty (50) years, commencing on the 1st day of May, 2024 (the "Commencement Date") and continuing through the 30th day of April 2074 (the "Termination Date"), unless earlier terminated under the provisions of this Agreement (the "Term").

B. **Expiration Date.** The date on which this Agreement expires under the terms of Section 3.A. may also be referred to as the "Expiration Date."

C. **Termination for Convenience for Sale of Premises.** Tenant may sell all of Tenant's interests in the improvements that Tenant owns on the Premises to a third party who is approved by Lessor (in Lessor's sole discretion, which approval shall not be unreasonably withheld) and who enters a lease agreement with Lessor on terms offered by Lessor, including but not limited to continuation of the purposes stated in Section 1.B. above. This Agreement shall automatically terminate at the time when such third party's lease for the Premises commences.

**4. Tenant's Improvements.**

A. **Authorized Improvements.** Subject to the terms of this Agreement, Tenant has the right to construct and maintain a building for the operation of a food pantry on the Premises. Tenant shall not make or cause to be made to the Premises any alteration or improvement without Lessor's prior written consent (in Lessor's sole discretion). All construction shall comply with the requirements of **Exhibit D.**

B. **Title to Improvements.** During the term of this Agreement, all portions of any building or structure to be constructed and any other improvements built or acquired by Tenant shall be and remain the personal property of the Tenant. At the expiration of this Agreement, any improvements constructed on the Premises will transfer, free and clear, to Lessor.

5. **Tenant's Use and Privileges.**

A. **Comply with All Laws.** Tenant and Tenant's Associates shall comply at all times, at Tenant's sole cost, with any laws and regulations (as amended or otherwise modified from time to time) that apply to Tenant's use, occupancy, or operations at the Premises (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law including, but not limited to any business or nonprofit regulations, Bulloch County zoning codes, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any plans and programs developed in compliance with such requirements. Upon a written request by Lessor, Tenant will verify compliance with any Laws and Regulations within a reasonable time frame.

B. **No Unauthorized Use.** Tenant and Tenant's Associates shall use the Premises only for purposes expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, damaging, interfering with, or altering any improvement; restricting access on any road or other area that Tenant does not lease; placing waste materials on the Premises or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or a disturbance or annoyance to other licensees, invitees, customers, or other users; any commercial activity other than operating a food bank/food pantry; driving a motor vehicle in a prohibited location; the use of any automobile parking areas in a manner not authorized by Lessor; any use that would interfere with any operation at the Premises or decrease the Premises' effectiveness (as determined by Lessor in its sole discretion); and any use that would be prohibited by or would impair coverage under either party's insurance policies.

C. **Permits and Licenses.** Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises. In the event that Tenant receives notice from any governmental entity that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide Lessor with timely written notice of the same.

D. **Taxes and Liens.** Tenant shall pay (before their respective due dates) all taxes, fees, assessments, and levies that relate to Tenant's use, occupancy, or operations at the Premises and all other obligations for which a lien may be created relating thereto (including but not limited to, utility charges and work for any improvements). Within thirty (30) days, Tenant shall remove any such lien that may be created or commence a protest of such lien by depositing with Lessor cash or other security acceptable to Lessor in an amount sufficient to cover the cost of removing such lien, plus an additional 10% as a security deposit. When

contracting for any work in connection with the Premises, Tenant shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against Lessor's real property or any interest therein.

E. **Damage to Property and Notice of Harm.** In addition to Tenant's indemnification obligations set forth in this Agreement, Tenant, at Tenant's sole cost, shall repair or replace (to Lessor's reasonable satisfaction) any damaged property that belongs to Lessor to the extent that such damage arises from or relates to an act or omission of Tenant or Tenant's Associates. Tenant shall promptly notify Lessor of any such property damage. If Tenant discovers any other potential claims or losses that may affect Lessor, Tenant shall promptly notify Lessor of the same.

F. **Signage and Advertising.** Tenant may install or operate signage outside of any enclosed structures on the Premises, provided Tenant has obtained the prior written approval of Lessor (which may be given or withheld in Lessor's sole discretion). Any approved signage shall be at Tenant's expense and shall comply with Laws and Regulations. Tenant shall not advertise or permit others to advertise on the Premises by any means, whether or not such advertising is for profit.

G. **Security.** Tenant is responsible to comply (at Tenant's sole cost) with all security measures that Lessor or any other governmental entity having jurisdiction may require in connection with the Premises.

H. **Maintenance, Repair, Utilities, and Storage.** Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to Lessor. Tenant shall be solely responsible for designing and constructing all improvements and maintaining, repairing, reconstructing, and operating the Premises and all improvements at Tenant's sole cost and expense, including, but not limited to, all charges for utility services (and their installation and maintenance), janitorial services, waste disposal, and any necessary repairs. Tenant shall at all times maintain the Premises and all improvements in a good and clean condition that is equal to the level of nearby establishments, free of debris, safe, sanitary, and in good repair. Tenant shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Tenant shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Tenant shall not store on the Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 8.

I. **Operations and Personnel.** Tenant shall occupy the Premises at all times and shall operate in a manner that promotes effective food bank/food pantry operations. Among other things, Tenant shall use its best efforts to immediately notify Lessor or proper maintenance service of any condition that Tenant observes at the Premises that may create a hazard or disruption, shall promptly remedy deficiencies in Tenant's operations, and shall promptly respond to Lessor's complaints, requests for information, and requests for reasonable assistance in connection with planning and other operational matters at the Premises. If



Lessor, for good and sufficient cause, deems any of Tenant's employees or Tenant's Associates to be objectionable, Tenant shall take all steps necessary to remove such persons from the Premises within a reasonable timeframe as determined by the Lessor. Tenant's employees shall possess adequate training and qualifications to carry out their assigned duties. If Lessor determines for any reason that emergency conditions exist at the Premises, Tenant shall participate in any emergency response as directed by Lessor or other agency in charge and shall operate in a manner that protects the safety and the interests of the public. Lessor may, but is not obligated to, stop Tenant's operations if safety Laws and Regulations or other safe work practices are not observed.

**6. Lessor's Authority.**

A. **Nature of Lessor.** Lessor is a governmental entity, and the fee simple title holder of the Premises, and Lessor has all lawful rights, powers, and privileges to act in those capacities.

B. **Access to Premises.** Lessor for itself and its employees, officers, directors, agents, contractors, subcontractors, suppliers, invitees, volunteers, and other representatives ("Lessor's Associates") reserves the right to enter the Premises as provided herein. The same does not constitute a trespass upon the Premises or a violation of any rights. Lessor and Lessor's Associates shall have the right to enter the Premises (except the interior of any building) at any time and without prior notice. Lessor and Lessor's Associates shall have the right to enter the interior of any building on the Premises at any time and without prior notice for any purpose relating to any emergency, security, or safety concern, or to investigate or remediate potential threats or hazards. Lessor and Lessor's Associates shall have the right to enter the interior of any building on the Premises for any other purpose relating to any building, permitting, or compliance issues (including, but not limited to, in order to conduct any inspections, determine compliance with this Agreement) upon providing reasonable notice to Tenant. Tenant agrees that Lessor may discuss with Tenant's employees any matters pertinent to Tenant's use, occupancy, or operations at the Premises.

C. **Lessor's Right to Work Within, Alter, or Recover Premises.** Lessor has the right to perform or cause to be performed any work (including, but not limited to, constructing improvements, surveying, performing environmental testing, removing any hazard or obstruction, and implementing any plan, program, or action), that Lessor (in its sole discretion) determines to be in Lessor's best interests, including, but not limited to, within the Premises. Lessor has the right to recover all or any portion of the Premises from Tenant in connection with any such work as Lessor may determine in its sole discretion. If Lessor determines to recover all or any portion of the Premises, Lessor shall provide Tenant with ninety (90) days prior written notice specifying what areas will be recovered. If any portion remaining after such recovery is not tenantable in light of the purposes of this Agreement (as determined by Lessor in its sole discretion), Lessor, in its sole discretion, shall either:

i. Purchase the Tenant-owned improvements on the Premises and terminate this Agreement for convenience. In connection with any such purchase and termination, Lessor shall pay only the following amount: the remaining value of Tenant-owned

improvements (so long as such improvements are not in breach of this Agreement), which shall be determined as provided in Section 12.A.ii. This Agreement shall terminate at the time specified by Lessor in writing; OR:

ii. Relocate such Tenant-owned improvements to another location on the Premises (if feasible) determined by Lessor. In connection with any such location, Lessor shall pay the reasonable costs to relocate such improvements (so long as they are not in breach of this Agreement), and the Parties agree to amend this Agreement to substitute such new location as the Premises herein.

Nothing under this Section shall be construed to waive Lessor's right to pursue any remedy for a breach of this Agreement arising from or relating to Tenant's use, occupancy, or operations at any portion of the Premises. Additionally, Lessor's rights under this Section 6.C. shall be subordinate to any security interest holder in Tenant's Authorized Improvements.

## **7. Indemnity, Insurance, and Letter of Credit.**

A. **Indemnity by Tenant.** Tenant agrees to indemnify, hold harmless, and defend Lessor and its officers, agents, and employees from and against losses of every kind and character (including, but not limited to, liabilities, causes of action, losses, claims, costs, fees, attorney fees, expert fees, court or dispute resolution costs, investigation costs, environmental claims, mitigation costs, judgments, settlements, fines, demands, damages, charges, and expenses) that arise out of or relate to: (i) any use, occupancy, or operations at the Premises by Tenant or Tenant's Associates; or (ii) any wrongful, reckless, or negligent act or omission of Tenant or Tenant's Associates. Tenant shall use attorneys, experts, and professionals that are reasonably acceptable to Lessor in carrying out this obligation, which obligation shall survive the expiration or other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply regardless of the final determination of the allegations made.

B. **Waiver.** Tenant assumes all risk of the use of the Premises. Tenant hereby knowingly, voluntarily, and intentionally waives any losses, liabilities, claims, and causes of action of every kind and character that may exist now or in the future (including, but not limited to, claims for business interruption) against Lessor and its officers, employees, and volunteers arising from or relating to Tenant's use, occupancy, or operations at the Premises.

C. **Insurance.** At Tenant's cost, Tenant shall procure the following insurance coverage prior to entering the Premises. Tenant shall maintain its insurance coverage in force at all times when this Agreement is in effect in compliance with and subject to Lessor's insurance requirements as they exist from time to time (including, but not limited to, the terms provided in **Exhibit E**). Upon Lessor's written request, Tenant shall provide Lessor evidence of insurance coverage through a certificate of insurance within thirty (30) days of the commencement of this Agreement.

i. General Liability Insurance. Coverage shall have minimum combined single limits of \$1,000,000 per occurrence and in the aggregate. The policy must apply to all of the property and operations of Tenant. The policy must include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, 1986 (or later) ISO Commercial General Liability form, dedicated limits per project or location (CG 25 03 or CG 25 04), additional insured endorsement (form b CG 20 10 with a modification for completed operations or a separate endorsement covering completed operations), severability of interest, underground explosion, and collapse coverage.

ii. Property Insurance. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for appreciation) of the improvements constructed on the Premises. Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

iii. Automobile. If Tenant drives any automobile other than in the roadways, comprehensive automobile liability coverage for claims and damage due to bodily injury or death of any person or property damage arising out of Tenant's ownership, maintenance, or use of any motor vehicles, whether owned, hired, or non-owned, of not less than five hundred thousand dollars (\$500,000) single combined limit "per accident" for bodily injury and property damage.

iv. Business Interruption. Tenant is responsible for all costs of business interruption, however, incurred, and Tenant shall purchase and maintain business interruption insurance as may be reasonably determined by Lessor.

D. **Performance Security.** Upon any material default by Tenant under this Agreement, Lessor reserves the right to require performance security. The form and amount of such security will be determined by Lessor, taking into consideration the nature and extent of the default, and should be acceptable to Lessor.

## 8. Hazardous Materials.

A. **No Violation of Environmental Laws.** Tenant shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Premises by Tenant or Tenant's Associates in violation of applicable Environmental Laws. Tenant is responsible for any such violation as provided by Section 7.A of this Agreement. Tenant shall indemnify and hold Lessor harmless from any claims, damages, fines, or penalties arising from any violation of environmental laws by Tenant or Tenant's Associates.

## 9. Assignment and Subleasing.

A. **Assignment by Tenant.** Tenant shall not assign any of its rights under this Agreement, including, but not limited to, rights in any improvements (whether such

assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of Lessor to any of the same. Lessor shall not unreasonably withhold such consent, and as a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by Lessor. Notwithstanding any such assignment or delegation, with or without Lessor's consent, Tenant shall remain fully liable for the performance of all obligations under this Agreement—any purported assignment or delegation of rights or delegation of performance in violation of this Section 9.A is void.

**B. Assignment by Lessor.** Lessor shall have the right, in Lessor's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Lessor shall give Tenant notice of such assignment. Following receipt of such notice, Tenant agrees to perform its obligations under this Agreement in favor of such assignee.

**C. Encumbrances.** Tenant shall not encumber or permit the encumbrance of any real property at the Premises. Tenant shall not encumber or permit the encumbrance of any of Tenant's rights under this Agreement without Lessor's prior written consent, in Lessor's sole discretion. Tenant shall not record this Agreement or any document or interest relating thereto, with the exception of a Memorandum of Lease in a form acceptable to Lessor. Any purported encumbrance of rights in violation of this Section 9.C is void. In connection with Lessor's consent to any encumbrance, at a minimum the following shall apply: (i) such encumbrance shall only encumber Tenant's leasehold interest for the purpose of securing financing for Tenant's authorized improvements (no other encumbrance shall be permitted); (ii) such encumbrance shall be subordinate to Lessor's interests in the underlying real property (however, Lessor agrees that its interest in Tenant's Authorized Improvements constructed on the Premises shall be subordinate to any security interest related to such improvements); (iii) the lienholder must agree to maintain current contact information with Lessor and provide Lessor with concurrent copies of any notices or communications regarding a default in a form and content acceptable to Lessor; (iv) the lienholder must certify to Lessor that it has reviewed this Agreement and accepted provisions that may affect the lienholder, and that no loan requirements conflict with or materially erode any provisions of this Agreement; (v) any default relating to such encumbrance shall be a default of this Agreement; (vi) the Lessor agrees that upon any default, Tenant's security interest holder shall have a lien with first priority on all Tenant-owned improvements at the Premises; and (vii) such encumbrance shall terminate prior to the Expiration Date and the lienholder must agree to promptly remove such encumbrance when the obligation that it secures has been satisfied. If (while such encumbrance is in effect) Tenant defaults under such encumbrance or this Agreement, and if such lienholder is in compliance with the provisions set forth in this Section 9.C and cures Tenant's defaults of this Agreement within twenty (20) days after the first such default, Lessor will permit such lienholder to provide a substitute tenant (which must be acceptable to Lessor in its sole discretion) for a period of up to twelve (12) months after the date when such lienholder cured all defaults so long as such lienholder fully performs this Agreement during such period. If such lienholder fails to



comply with any of the foregoing requirements, such failure shall be a default of this Agreement, and Lessor may at any time (but is not required to) terminate this Agreement and exercise any rights hereunder, including, but not limited to, those set forth at Section 12.A.i. Lessor shall have no obligation to provide any notices to any lienholder, and Lessor shall have no liability to any lienholder.

D. **Subleasing.** Tenant shall not have the right to sublease any portion of the Premises throughout the term of this Agreement without the prior written consent of Lessor, which shall not be unreasonably withheld.

## 10. **Damage, Destruction, and Condemnation.**

A. **Damage or Destruction of Premises.** If any portion of the Premises or the improvements on the Premises is damaged in any manner, Tenant shall promptly remove from the Premises all debris and cause repairs to be made at Tenant's expense to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that Lessor approves as being consistent with or better than the original improvements. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If Lessor performs such work pursuant to Section 11.B, such insurance proceeds shall be paid to Lessor. If the Premises or any improvement on the Premises are tenable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by Lessor in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, Lessor may abate Tenant's rent proportionately until repairs have been substantially completed (as determined by Lessor in its sole discretion). Landlord agrees to work with any security interest holder in Tenant's Authorized Improvements constructed on the Premises regarding such security interest holder's rights under its security instruments with Tenant.

B. **Condemnation.** In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than Lessor), all compensation from such proceeding shall be paid to Lessor, except that Tenant may pursue a claim against the condemnor for the value of the improvements on the Premises that are owned by Tenant and Tenant's leasehold interest. Any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, Lessor shall reduce the ground rent payable by Tenant on a pro-rata basis for portions of the Premises so taken. If Lessor determines in its sole discretion that all or a material portion of the Premises will be (or has been) rendered untenable as a result of such taking, Lessor may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at the time specified in the notice (which shall not be less than thirty (30) days after the date of such notice). Any security interest holder in Tenant's Authorized Improvements constructed on the Premises shall be recognized as an interested party in any condemnation proceeding related to the Premises.

## 11. Default.

A. **Tenant's Default.** The occurrence of any of the following events shall constitute a default by Tenant under this Agreement unless cured within thirty (30) days following written notice of such violation from lessor: (i) Tenant fails to timely pay any installment of rent or any additional rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of the Premises); (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing any improvements that are required to be constructed under this Agreement.

B. **Remedies.** Upon any default by Tenant under this Agreement, Lessor may (at any time) pursue any or all remedies available to Lessor, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to Lessor all costs incurred by Lessor for such performance, together with interest and service fees for any past due amounts (as provided in Section 2.D) and an administrative charge equal to ten percent (10%) of the cost incurred by Lessor (which the parties agree is a reasonable estimate of and liquidated damages for Lessor's overhead expenses associated with such performance); (ii) terminate Tenant's rights under this Agreement upon delivering a written notice of termination; and (iii) re-enter and take possession of the Premises by any lawful means (with or without terminating this Agreement). Tenant shall pay all costs and damages arising out of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises, the cost of improving and reletting the Premises (including, but not limited to, any real estate broker fees or marketing costs), and attorneys' fees and costs. Notwithstanding any termination or re-entry, Tenant shall remain liable to pay the rent and additional rent required under this Agreement for the remaining term of this Agreement, or until the Premises are relet, whichever is shorter, and Tenant shall pay Lessor on demand for any deficiency in the same. No action by Lessor or Lessor's Associates shall be construed as an election by Lessor to terminate this Agreement or accept any surrender of the Premises unless Lessor provides Tenant with a written notice expressly stating that Lessor has terminated this Agreement or accepted a surrender of the Premises. Following a default by Tenant under this Agreement, Lessor shall exercise commercially reasonable, good faith efforts to mitigate its damages as required by applicable Georgia law. In the event Tenant has a lender with a security interest in the Authorized Improvements developed on the Premises, such lender shall, during such time as its security interest remains valid, receive notice of any Tenant default and shall have a right, but not any obligation, to cure Tenant's default. If Tenant is unable to or fails to cure any default or Tenant files for bankruptcy protection, Tenant may assign its rights and obligations under this Agreement to its lender in accordance with Section 9 herein.

C. **Default by Lessor.** Lessor shall not be in default under this Agreement unless Lessor fails to perform an obligation required of Lessor under this Agreement within thirty (30) days after written notice by Tenant to Lessor. If the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance or cure, Lessor shall not be in default if Lessor commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

D. **Survival.** The provisions of this Section 11 and the remedies and rights provided in Section 7 shall survive any expiration or termination of this Agreement.

## 12. **Expiration or Termination of Agreement.**

A. **Disposition of Tenant's Improvements.** For the purposes of this Agreement, "Tenant's Improvements" shall include, but not be limited to, any alterations, additions, or improvements made by the Tenant to the Premises.

i. **Disposition If Agreement Terminates Due to Default.** If this Agreement terminates before the Expiration Date due to a default pursuant to Section 11.A, within ninety (90) days after such termination, Lessor, in its sole discretion, may determine to accept title to all or any portion of the Tenant-owned improvements on the Premises. Upon Lessor accepting any such title, all of Tenant's rights, title, and interests in the same shall be terminated, and title thereto shall vest in Lessor automatically. Tenant shall surrender such improvements and the Premises upon termination of the Agreement in accordance with Section 12.B and Section 13.P. If Lessor rejects any such title, or if such ninety-day period expires, Tenant shall, within sixty (60) days of such rejection or expiration, remove all improvements that were not accepted by Lessor at Tenant's sole expense in a manner acceptable to Lessor (and the obligations of Section 7.A shall apply to such removal). If Tenant fails to remove any such improvements, Lessor may do so in any manner acceptable to Lessor pursuant to Section 11.B.

ii. **Disposition Upon Expiration.** At the expiration of this Agreement, any improvements constructed on the Premises will transfer, free and clear, to the Authority.

B. **Surrender of Premises.** Upon any expiration or termination of this Agreement, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to Lessor the Premises (and any improvements accepted by Lessor pursuant to Section 12.A) "broom clean," free of debris, and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises (other than that which resulted from ordinary wear and tear during the term of the lease) that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to Lessor all keys and access credentials, if any; and (iv) remove all movable personal property and trade fixtures (including signage) that are not owned by Lessor, (except that Tenant must obtain Lessor's prior written consent to remove any such property if Tenant is in default under

this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to, and without any obligation to account to, Tenant or any other person (except that improvements owned by Tenant shall be as provided in Section 12.A). Tenant shall pay to Lessor all expenses incurred in connection with the disposition of such property in excess of any amount received by Lessor from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until Lessor has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

C. **Holding Over.** If Tenant remains in possession of the Premises after any expiration or termination of this Agreement, such occupancy shall not waive any default under this Agreement, and Lessor may terminate such occupancy as a tenancy at will in accordance with state law. During such occupancy, Tenant shall comply with all provisions of this Agreement, if any, that apply to an at-will tenancy,

D. **Survival.** The obligations and liabilities of the Tenant under Section 12, including but not limited to the surrender of Premises and disposition of Tenant's Improvements, shall survive any expiration or termination of this Agreement.

**13. General Provisions.**

A. **Notices.** Any notice, demand, written consent, or other communication required to be in writing under this Agreement shall be given in writing by personal delivery, express mail (postage prepaid), nationally recognized overnight courier with all fees prepaid (such as by way of example, Federal Express or UPS), or certified mail (return receipt requested and postage prepaid) when addressed to the respective parties as follows:

<b>Lessor:</b>	<b>Tenant:</b>
City of Statesboro Attn: City Manager Statesboro City Hall 50 East Main Street Statesboro, Georgia 30459	The Food Bank, Inc. Attn: Larry Colbert, President 620 Ogeechee Drive West Statesboro, Georgia 30461
With a copy to:  City of Statesboro Attn: City Attorney Statesboro City Hall 50 East Main Street Statesboro, Georgia 30459	With a copy to:  The Food Bank, Inc. Attn: Jodi Brannon, Registered Agent 400 Donnie Simmons Way Statesboro, Georgia 30458



Either Lessor or Tenant may change its notice address by giving written notice (as provided herein) of such change to the other party. Any notice, demand, or written consent or communication shall be deemed to have been given and shall be effective upon compliance with this Section 13.B and delivery to the notice address then in effect for the party to which the notice is directed, provided, however, that such delivery shall not be defeated or delayed by any refusal to accept delivery or an inability to effect delivery because of an address change that was not properly communicated

**B. Incorporation.** All exhibits referred to in this Agreement, as they may be amended from time to time, are incorporated in and are a part of this Agreement. Any proposal materials submitted by Tenant in response to a solicitation by Lessor, to the extent accepted by Lessor, shall also be incorporated in this Agreement.

**C. Binding Obligation.** Tenant warrants and represents that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement as a legal, valid, and binding obligation of Tenant.

**D. Nondiscrimination Regarding Facilities, Improvements, and Federally-Funded Activities.** Tenant for itself, successors in interest, and assigns (to the extent successors and assigns are permitted by this Agreement), as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities or any activity conducted with or benefiting from Federal assistance, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin (including limited English proficiency) shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant any applicable Laws and Regulations, including but not limited to laws and regulations related to the funding contributed from Lessor and from County through the American Recovery Plan Act (“ARPA”), and shall obtain such compliance from any sublessees or other parties holding lower tier agreements (to the extent the same are permitted by this Agreement).

**E. Force Majeure.** No act or event, unless it is an event beyond the reasonable control of the Tenant, such as a natural disaster, war, epidemic, or government action, shall operate to excuse Tenant from the prompt payment of rent or any other amounts required to be paid under this Agreement. If Lessor (or Tenant in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter, provided that if the party delayed or hindered is the Tenant, any additional costs incurred in resuming performance shall be borne by the Tenant. A “force majeure event” is an act or event, whether foreseen or unforeseen, that prevents a

party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such party, and that such party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, and changes in law.

F. **Rights and Remedies.** Except as expressly set forth in this Agreement, the rights and remedies set forth in this Agreement are not intended to be exhaustive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist.

G. **Attorneys' Fees.** If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for recovery of possession of the Premises, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including, but not limited to, attorneys fees, incurred by Lessor in any case or proceeding involving Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section shall survive any expiration or termination of this Agreement.

H. **Governing Law, Venue, and Waiver of Jury Trial.** This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the laws of the State of Georgia. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the Bulloch County Superior Court or the United States District Court for Georgia so long as one of such courts shall have subject matter jurisdiction over such action or proceeding. Each of the parties hereby irrevocably consents to the jurisdiction of the same and of the appropriate appellate courts therefrom. Lessor and Tenant each knowingly, voluntarily, and intentionally waive their right to trial by jury in any action, proceeding, or counterclaim brought by either of them against the other for all matters arising out of or relating to this ground lease or any use, occupancy, or operations at the Premises, unless otherwise required by law. The provisions of this Section shall survive any expiration or termination of this Agreement.

I. **Amendments and Waivers.** No amendment to this Agreement shall be binding on Lessor or Tenant unless reduced to writing and signed by both parties. No provision of this Agreement may be waived except pursuant to a writing executed by the party against whom the waiver is sought to be enforced.

J. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such provision shall be replaced with a valid provision that most closely matches the intent of the original provision. The remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the parties shall

negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

K. **Merger.** This Agreement constitutes the final, complete, and exclusive agreement between the parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither party has relied on any statement, representation, warranty, nor agreement of the other party except for those expressly contained in this Agreement.

L. **Confidentiality.** Tenant acknowledges that Lessor is subject to legal requirements regarding the public disclosure of records. Tenant shall comply with such laws in connection with making any request that Lessor maintain a record confidentially. If Tenant complies with the same, Tenant shall have the right, but not the obligation, to defend any such request for confidentiality at Tenant's expense.

M. **Relationship of Parties.** This Agreement does not create any partnership, joint venture, employment, or agency relationship between the parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

N. **Further Assurances.** Each party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

O. **Miscellaneous.** The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless expressly stated otherwise.

P. **Time of Essence.** Time is of the essence of this Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**THE FOOD BANK, INC.**

By: \_\_\_\_\_  
Larry Colbert, Chairman

Attest:

By: \_\_\_\_\_  
Johnny W. Tremble, Corp. Secretary

**MAYOR AND CITY COUNCIL OF  
STATESBORO**

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

Attest:

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

Approved as to form:

By: \_\_\_\_\_  
Cain Smith, City Attorney



**EXHIBIT A**  
**INTERGOVERNMENTAL AGREEMENT**

**EXHIBIT B**

**MEMORANDUM OF UNDERSTANDING**

**EXHIBIT C**

**PREMISES LEGAL DESCRIPTION OF RECORD**

“All that certain tract or parcel of land lying and being in the 1209<sup>th</sup> G.M. District of Bulloch County, Georgia, and lying in the City limits of Statesboro, containing 3.75 acres, more or less and being identified as Map 07, Parcel 005 in the Office of the Bulloch County Tax Assessor. Said parcel being bounded on the South by Miller Street, on the West by the Right of Way of Northside Drive (Highway 80) and on the East by Parrish Street and on the North by lands of Panya Pratik, et al.”

As such property is described in that certain Limited Warranty Deed from Mark Herman Holzman a/k/a Mark Holzman and Martin Walter Holzman a/k/a Walter Holzman, as Grantor, to the Mayor and City Council of Statesboro, as Grantee, dated June 27, 2022, and recorded at Deed Book 2733, Page 818, on June 27, 2022, in the real property records of the Bulloch County Superior Court Clerk.

See also that certain survey titled “City Property Belonging to F.C. Parker, Sr. & Jr.,” dated March [blank day], 1955, and recorded on May 27, 1955, at Plat Book 2, Page 200, in the real property records of the Bulloch County Superior Court Clerk. Together with reference thereon stating, “See Warranty Deed from F.C. Parker, Jr. to F.C. Parker, Sr. recorded in Book 195, Page 594”.

Premises assigned Bulloch County Tax Assessor Parcel Number: S07 000005 000.

## EXHIBIT D

### TENANT CONSTRUCTION REQUIREMENTS

**D.1 Authorization.** Tenant shall not commence any construction on the Premises without Lessor's prior written consent for all work to be conducted. Lessor shall respond to Tenant's request for consent within thirty (30) days of receiving the request. Tenant shall submit plans, a schedule, and a budget to Lessor when requesting to construct improvements. Lessor may request any information, request modifications, consent to, or deny Tenant's request in Lessor's sole discretion. For any authorized project, Tenant shall provide Lessor with copies of all plans, specifications, and construction documents during the progress of the work, and the matters contained therein shall be subject to Lessor's consent. Tenant shall make no changes to the work without Lessor's prior written consent.

**D.2 Required Construction Standards and Permits.** All work shall be performed in a good and workmanlike manner and shall be equal to or greater than the quality of the original materials, workmanship, and appearance of similar buildings and structures in the vicinity. Work shall be performed by qualified and properly licensed personnel. All work shall conform to Laws and Regulations, including, but not limited to, the Uniform Building Code, Uniform Fire Code, and other codes, standards, permits, and plan check requirements as the same may be adopted by Bulloch County, as well as any applicable federal or state laws. Tenant shall not commence construction for any building, structure, or other authorized improvements without first obtaining a Bulloch County building permit. Work shall be performed in a safe manner, and Lessor shall have the right, but not the obligation, to stop any work until safety conditions can be investigated and implemented. Notwithstanding the foregoing, the Lessor shall not be held liable for any accidents, damages, or injuries that occur on the work site due to the Tenant's negligence or failure to adhere to safety standards, and the Tenant shall indemnify and hold the Lessor harmless from any such claims. The work site shall be secured consistent with commercial building standards during the performance of the work.

**D.3 Coordination.** Tenant, as may be necessary, shall coordinate all work so as to minimize any disruption to the surrounding establishments. Lessor shall have the right, but not the duty, to direct that Tenant and Tenant's Associates cease activities or revise work plans to avoid disruption. Tenant and Tenant's Associates shall meet with Lessor as requested by Lessor as the work progresses and provide Lessor with information as Lessor may require. Lessor may require Tenant to comply with other measures that are in Lessor's interests in connection with any construction activities.

**D.4 Indemnification, Insurance, and Bonds.** Tenant shall cause Tenant's Associates, who are performing any work relating to constructing improvements, to provide the following:

a. **Indemnity.** Tenant shall require such associates to indemnify Lessor in connection with Lessor's interests consistent with the indemnity obligation of Section 7.A.

b. **Insurance.** Tenant shall provide or shall require such associates to provide builder's risk coverage to insure the improvements constructed on the Premises to the extent of not less than



one hundred percent (100%) of such improvements' full insurable value using the all risk form of protection, as well as general liability, auto, and workers compensation insurance coverage as set forth in Section 7 to cover such work. Tenant is responsible for ensuring that all design professionals engaged in the project have errors and omissions coverage in an amount not less than one million dollars (\$1,000,000). All such insurance shall comply with and be subject to Lessor's insurance requirements, including, but not limited to, those set forth in **Exhibit E**.

c. **Bonds.** Tenant shall provide or shall require such associates to provide construction payment and performance bonds in amounts covering not less than one hundred percent (100%) of the contract price of such improvements and in a form acceptable to Lessor. All such bonds shall name Lessor as a co-obligee.

**D.5 Agreement Applicable to Work.** The provisions of this Agreement shall apply to all work pursued by Tenant to construct improvements, regardless of whether such work commences or concludes before the Commencement Date or after any expiration or termination of this Agreement (including, but not limited to, Tenant's indemnity, waiver, and insurance obligations under Section 7 and repair obligations under Section 5.E, provisions prohibiting liens, and provisions requiring compliance with all Laws and Regulations). Tenant shall provide for compliance with this Agreement's requirements by Tenant's Associates who are performing any work relating to constructing improvements.

**D.6 Default for Failure to Complete.** Tenant shall comply with the construction schedule approved by Lessor. If such construction is not completed materially within any times required by Tenant's approved schedule, or if for any reason Tenant fails to complete construction within forty-five (45) days of Tenant's approved date for substantial completion, Tenant shall be in default under this Agreement. Lessor shall have all of the rights set forth in Section 12.A.i regarding a forfeiture in addition to all other remedies. Upon any default, Tenant shall turn over to Lessor copies of all records associated with the work and shall work cooperatively with Lessor.

**D.7 Final Submittals.** Tenant shall submit the following to Lessor within ninety (90) days of beneficial occupancy:

a. **Certified Financials.** Tenant shall submit a statement of construction costs certifying the total construction cost of any improvement in a form reasonably required by Lessor.

b. **Free of Liens.** Tenant shall submit a statement that the Premises and Tenant's improvements are free and clear of all liens, claims, or encumbrances (except when specifically authorized in the manner permitted under this Agreement).

c. **As-Built Drawings.** Tenant shall submit at its expense a complete set of accurate "as-built" plans and specifications for Tenant's improvements. Such plans and specifications shall include one set of bond paper "record" drawings and electronic drawings that conform to a format and standards specified by Lessor.

**D.8 Initial Tenant Improvements.** Lessor has authorized, and Tenant shall construct the initial improvements that are summarized in **Exhibit D – Attachment 1**, and such obligation includes

but is not limited to, the plans, schedule, and date for access to the Premises in connection with such improvements.

**EXHIBIT D – ATTACHMENT 1**

**REQUIRED TENANT IMPROVEMENTS**

Tenant shall construct the improvements specified in this **Exhibit D – Attachment 1**. Tenant agrees to obtain the required building permit within thirty (30) days from the date when Tenant signs this Agreement unless Lessor otherwise extends such time. Tenant also agrees to commence building within ninety (90) days from the date when Tenant signs this Agreement unless otherwise extended by Lessor. The Tenant is responsible for securing the construction site to ensure that it is safe for Tenant and visitors and does not obstruct any surrounding right of way or operations of surrounding entities. Tenant shall remove all construction waste, debris, earth, or rocks from the construction site and, on a daily basis during construction and upon completion of construction. All improvements must obtain required approvals from Lessor prior to commencing construction.

Date for Tenant's Access to the Premises: \_\_\_\_\_

Schedule for Construction: \_\_\_\_\_

Commencement of the Work: \_\_\_\_\_

Substantial Completion: \_\_\_\_\_

Other schedule requirements shall be as approved by Lessor.

Tenant shall cause the construction of the plans and specifications for the improvements as submitted to Lessor, which may be summarized as follows:

---

---

---

---

---

---

---

---

---

---

## EXHIBIT E

### INSURANCE REQUIREMENTS

**E.1 General Requirements.** At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the Lessor Certificates of Insurance evidencing the same. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A-" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, Lessor may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the Lessor's sole and absolute discretion. Lessor may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Georgia. All policies (except any policies required for workers' compensation or errors and omissions) and the certificates evidencing coverage shall name Lessor, and their officers, employees, and volunteers as additional insureds. Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. Lessor retains the right to approve any deductibles, and Tenant shall notify Lessor of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

**E.2 Minimum Requirements.** Lessor's insurance requirements are minimum requirements, and Tenant is responsible for obtaining adequate insurance coverage as Tenant may determine. Except as otherwise expressly set forth in this Agreement, Tenant assumes all risk under this Agreement (including, but not limited to, business interruption claims) whether or not insured.

**E.3 Waiver of Subrogation.** Notwithstanding any other provision contained in this Agreement, each of the parties hereby waives any rights of subrogation it may have against the other party for loss or damage from any risk that is covered by insurance (including, but not limited to, claims for business interruption). Each party shall obtain a clause or endorsement providing for such waiver of subrogation in any insurance policies required under this Agreement.

**E.4 Terms Subject to Change.** Lessor, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Premises. Among other things, Lessor may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Premises or proposed by Tenant.

**E.5 Reimbursement for Increased Costs to Lessor.** If any insurance carrier providing coverage to Lessor increases its charge of any policy of insurance carried by Lessor as a result of this Agreement or Tenant's use, occupancy, or operations at the Premises, Tenant shall

pay the amount of such increase within ten (10) days after Lessor delivers to Tenant a certified statement from Lessor's insurance carrier stating the amount of the increase attributable to Tenant.

**E.6 Stopping Operations.** Among Lessor's remedies, if at any time Tenant's insurance coverage is not in effect as required herein, Lessor may stop all or any portion of Tenant's operations without liability to Lessor until Tenant fully restores such coverage, or in any other situation where the Lessor deems it necessary to protect its interests.



# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Olympia Gaines, Assistant to the City Manager

**Date:** April 5, 2024

**Re:** Security Enhancement Incentive Program Application

**Policy Issue:** Consideration of a motion to conditionally approve the application submitted by Centurion Property 111 South, LLC dba 111 South Apartments for funding under the Security Enhancement Incentive Program in amount of \$19, 969.50 subject to the fulfillment of all eligibility requirements.

**Recommendation:** Approval

**Background:** The attached documents includes the signed guidelines and an application for the Security Enhancement Incentive Program along with recommendations from the Statesboro Police Department.

**Budget Impact:** ARPA

**Council Person and District:** District 2

**Attachments:** Signed Program Guidelines and Application



# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

To: Olympia Gaines, Assistant to the City Manager

cc: Chief Mike Broadhead, SPD

From: Captain Jared Akins, SPD

Re: Application of Centurion Property 111 South, LLC d/b/a 111 South Apartments for funding under the City of Statesboro's Security Enhancement Incentive Program

Date: 3/12/24

Mrs. Gaines:

Pursuant to the application process for funding under the City's Security Enhancement Incentive Program (SEIP), I received an initial application and three vendor quotes from Sarah Bonham, General Manager of 111 South Apartments located at 111 Rucker Lane, Statesboro, Ga. The property is owned by Centurion Property 111 South, LLC as verified with the Bulloch County Tax Assessor's Office. It is located within the corporate limits of the City of Statesboro and is not in arrears for either City property taxes or municipal services. It therefore appears to qualify for funding under the SEIP.

The quotes obtained by 111 South and submitted for your consideration are for upgrades to the complex's video surveillance system and would therefore qualify for SEIP funding. The quotes were as follows:

1. Covenant Security Surveillance (Savannah, Ga): \$60,742.38 for a total of 76 cameras
2. FEMAC Security Solutions (Statesboro, Ga): \$35,673.00 for a total of 30 cameras
3. CableLink Technology (Lyons, Ga): \$39,939.00 for a total of 44 cameras

CableLink is the current camera vendor for 111 South and their system has been networked into SPD's Fusus system since the inception of the program. Their quote, while \$4,266.00 higher than FEMAC's, provides 14 more cameras than does FEMAC's. Obtaining identical quotes for camera systems is almost impossible, as each business uses its own engineers to determine the appropriate number of cameras which can adequately cover the property's footprint. Sarah Bonham, the General Manager of 111 South, has expressed her desire to retain the services of CableLink and the continuity with the complex's current system. For this reason, I recommend that the City award funding to Centurion Property 111 South d/b/a 111 South Apartments to be paid to CableLink Technology for the installation of the 44 quoted cameras. Please let me know if you have any questions.



**STATESBORO POLICE DEPARTMENT  
SECURITY ENHANCEMENT INCENTIVE PROGRAM APPLICATION**

**Please complete this application and submit to:**

Statesboro Police Department  
Attn: Security Enhancement Incentive Program  
25 West Grady Street  
Statesboro, Ga 30458  
<http://statesboropd.com/>

Include the following:

- This application form, completed and signed
- Proof of property ownership
- Minimum of three (3) verifiable quotes obtained from a vendor or company

**Section I: General Information**

Property Owner: Centurion Property 111 South, LLC

Date: *March 8, 2024*

Address: 111 Rucker Lane Statesboro GA. 30458

Telephone: 912.225.0381

Email Address: [sarah.bonham@assetliving.com](mailto:sarah.bonham@assetliving.com)

I certify by signing this application that I am the legal owner of the property and I agree that the City of Statesboro, Georgia and the Statesboro Police Department are not responsible for any actions taken by the vendor, company, or company agent awarded to perform the work and that the City of Statesboro nor the Statesboro Police Department is not liable for any damages or liability incurred by either the vendor, company, company agent, and/or applicant. The applicant understands that the City of Statesboro and the Statesboro Police Department are not guaranteeing the work of any vendor, company or company agent, nor insuring the vendor, company, company agent, and/or applicant against a loss of any kind, nor indemnifying the vendor, company, company agent, and/or applicants. The applicant is aware that until he/she receives a written letter of approval from the Statesboro Police Department funding is not guaranteed. The applicant has read the Security Camera Incentive Program guidelines discussing the eligibility requirements for the security camera grant incentive. Any installation work performed prior to receiving a written letter of approval from the Statesboro Police Department is performed at the applicant's own risk and cost, and is not to be funded.

Property Owner Signature *Sarah R*  
*Community MGR.*

Date *3/8/2024*

**Note: Your City of Statesboro bills (sanitation, utility, etc.) and your property taxes must be paid to participate in the enhancement incentive program. The City will verify that all bills have been paid.**

The Statesboro Police Department will review the price quotations for the reasonableness of the cost.

**Section II: Reserved for Statesboro Police Department**

**Checklist:**

- Verify Property Owner and Address
- Proof of Property Ownership
- Verify City Bills are current
- Three Minimum Estimates/Quotations

Fiscal Year: FY 2024  
Date Reviewed: 4-8-24  
Approval Amount: \$19,969.50

Lowest Bid Contractor: Cablelink Technology

Total Paid Contract: \_\_\_\_\_

**\*Security Enhancement Incentive payments will be made directly to the vendor or company when the installation is completed and verified. The incentive payment will not exceed more than 50% of the total cost and no more than \$20,000.**

## Overview

### Security Enhancement Incentive Program

The Security Enhancement Incentive Program provides funding to assist property owners with the installation of security enhancement systems, such as security camera systems or access control systems, on their property where it is practical and appropriate. The program is intended to help owners of multi-family or rental housing units identified in densely populated areas that are rented and not owned and are experiencing relatively high incidences of crime. Fences, gates, and other barriers would be part of the access control systems to restrict access to only that of residents and their guests. The program also assists with the registration of security camera systems with the Statesboro Police Department (SPD). This incentive program is intended to help deter crime and assist law enforcement with investigations.

### Eligibility Criteria

1. The applicant must be the owner of a multi-family or a rental housing unit within the City limits of Statesboro.
2. The applicant must obtain and submit three quotes from a business with a valid business license that is engaged in the installation of security camera systems or access control systems. Incentive approvals will not exceed the lowest quote. Upon approval of the application, the property owner will be notified by Statesboro Police Department staff and instructed to contact the vendor with the lowest quote. The vendor will be required to obtain, if any, the necessary permits prior to the property owner scheduling the work.
3. The City has no obligation or responsibility for the performance of the vendor or for any damages caused to the owner's property.
4. Upon completion, the vendor will notify SPD that the security camera system or access control system has been installed. The vendor will also verify that the system is operational. A picture of the installation must be included in the verification. After verification, the vendor will send the City an invoice for payment. Payment will not exceed more than 50% of the total cost and no more than \$20,000. The remaining sum is due from the property owner.
5. The property owner will be responsible for any costs associated with regular monitoring and maintenance of the security camera system or the access control system.
6. The system must be kept in operation for at least three years.

### Ineligible:

- ☐ Systems installed prior to the program's approval by City Council is not eligible for this incentive.

### Private Security Camera System Criteria

Those seeking an application for an incentive for the installation of security camera system must attest that the security camera system purchased:

- Is located only on the owner's property and on the exterior of the property owner's building or private property and are oriented toward a public right-of-way or space(s), so as not to infringe on anyone's private property;
- Is waterproof and outdoor-rated;
- Operates with high-definition video;
- Includes night vision capability;
- Store footage for a minimum of 7 days either locally or provide cloud-based storage;
- The system must be registered with the Statesboro Police Department's (SPD) Fusus Registry or another available Statesboro Police Department (SPD) video sharing program.

Initial: AF



- SPD will only access the security camera system for legitimate criminal justice purposes. The video itself belongs to and is the property of the property owner, except that SPD may clip sections of the video to be used as evidence in specific criminal investigations.

### Access Control Systems Criteria

Those seeking an application for grant incentive for the installation of access control systems will work with the Statesboro Police Department to determine if the installation of this system is applicable and feasible.

### Submission Requirements

Property owners of multi-family or rental housing units can apply for an incentive for the installation of a security camera system or an access control system for property within the City limits of Statesboro. The amount of the grant incentive will not exceed more than 50% of the total cost and no more than \$20,000. Application is limited to only one security enhancement system per property. Applications must be submitted to the Statesboro Police Department. Applications can be found on the Statesboro Police Department website at <http://statesboropd.com/>. Manual applications can be accepted at 25 West Grady Street, Statesboro, Georgia 30458.

### Award Notifications

Within 14 business days after the determination, the Statesboro Police Department will inform all applicants of the final grant decision. Payments will be issued to the vendor that provided the lowest price within 45 business days of the decision. No payments will be received until the equipment has been installed and tested to ensure that it is functioning properly. The video sharing service run by the Statesboro Police Department requires that security camera equipment be registered. Systems built before the Statesboro City Council approval of this program won't be eligible for compensation. The program is funded based on the availability of funds.

I certify by signing this application that I am the legal owner of the property and I agree that the City of Statesboro, Georgia and the Statesboro Police Department are not responsible for any actions taken by the vendor, company, or company agent awarded to perform the work and that the City of Statesboro nor the Statesboro Police Department is not liable for any damages or liability incurred by either the vendor, company, company agent, and/or applicant. The applicant understands that the City of Statesboro and the Statesboro Police Department are not guaranteeing the work of any vendor, company or company agent, nor insuring the vendor, company, company agent, and/or applicant against a loss of any kind, nor indemnifying the vendor, company, company agent, and/or applicants. The applicant is aware that until he/she receives a written letter of approval from the Statesboro Police Department funding is not guaranteed. The applicant has read the Security Camera Incentive Program guidelines discussing the eligibility requirements for the security camera grant incentive and hereby agrees to be bound by all terms and conditions contained therein. Any installation work performed prior to receiving a written letter of approval from the Statesboro Police Department is performed at the applicant's own risk and cost, and is not to be funded.

Property Owner Signature: \_\_\_\_\_



Date: \_\_\_\_\_

04/05/24

Initial: AF

AF

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### ANNUAL REGISTRATION

\*Electronically Filed\*

Secretary of State

Filing Date: 1/8/2024 10:46:44 AM

#### BUSINESS INFORMATION

CONTROL NUMBER	21277374
BUSINESS NAME	Centurion Property 111 South LLC
BUSINESS TYPE	Foreign Limited Liability Company
EFFECTIVE DATE	01/08/2024
ANNUAL REGISTRATION PERIOD	2024

#### PRINCIPAL OFFICE ADDRESS

ADDRESS	20801 Biscayne Boulevard, Suite 330, Aventura, FL, 33180, USA
---------	---

#### REGISTERED AGENT

NAME	ADDRESS	COUNTY
Corporation Service Company	40 Technology Park South, #300, Norcross, GA, 30092, USA	Gwinnett

#### AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	aldo facchi
AUTHORIZER TITLE	Manager

## Cablelink Technology LLC.

308 Hwy 46 W  
Lyons, GA 30436 US  
Trenton.Sikes@CablelinkTech.com



## Estimate

### ADDRESS

Sarah Bonham  
111 South  
111 South Rucker Lane  
Statesboro, Ga 30458

### SHIP TO

Erika Cummings  
111 South  
111 South Rucker Lane  
Statesboro, Ga 30458

ESTIMATE 1431  
DATE 12/14/2023  
EXPIRATION 03/12/2024  
DATE

DATE	ACTIVITY	QTY	RATE	AMOUNT
12/14/2023	Service:Service Install Network Cable for IP Cameras	44		0.00
	Service:Service Install Surface Mt Trim for Network Cables	22		0.00
	Service:Service Install UniFi Dream Machine Pro In MDF Network Rack	1		0.00
	Service:Service Install UniFi 24-port, Layer 2 PoE switch with a fan-less cooling system at Floor 3 IDF. One Per Breezeway for Camera Connection	6		0.00
	Service:Service Install USW 8-port, Layer 2 switch made for 10G SFP+ connections in MDF Network Rack	1		0.00
	Service:Service Install Turing 64 Channel NVR in MDF Network Rack	1		0.00
	Service:Service Install 40 TB Hard Drive For Camera Storage	1		0.00
	Service:Service Install Turing IP 24/7 5 MP With Human AI Detection in Breezeway	44		0.00
	Service:Service Install PTZ Cameras to Cover Fenced Location	3		0.00
	Service:Service Install License Plate Camera at Main Entrance with Trim Near Gutter to Hide Cable	1		0.00
	Service:Service Install Single Mode SFP Modules in Dream Machine and Switches for a Dedicated Camera Network	7		0.00

Service:Service Install Single Mode Fiber Jumpers to Connect Network.	7		0.00
Service:Service Lift Rental	1		0.00
Service:Service Total All	1	39,939.00	39,939.00

\*\*\*\*TURING VISION CORE AI LICENSE\*\*\*\*\*  
 IS A PER CAMERA OPTION. SOME REMOTE  
 VIEWING REQUIRES A LICENSE TO VIEW OVER  
 CLOUD. WE CAN DISCUSS AND PLAN  
 ACCORDINGLY.

PLEASE SEE ATTACHED DOCUMENTATION

PLEASE NOTE THAT THIS IS FOR BEST  
 COVERAGE. OTHER OPTION CAN BE ARRANGED  
 FOR A COST PROSPECTIVE

Thank You for Your Business!

TOTAL

**\$39,939.00**

Accepted By

Accepted Date



# FEMAC SECURITY SOLUTIONS

# PROPOSAL

15308 Hwy 67  
Statesboro, GA 30458  
Phone: 912-852-2552  
Email: rlove@femacsecuritysolutions.com

**Date:** Tue Dec 5, 2023  
**Proposal #:** 18859  
**Job #:**

**Bill To:** 111 South  
111 Rucker Ln  
Statesboro, GA 30458-3323  
9122452664

**Job Site:** 111 South  
111 Rucker Ln  
Statesboro, GA 30458-3323

**Terms as listed below**

Qty	Description	
1	Alibi Vigilant Performance Series 64-Channel Ultra H.265 NVR with RAID 10TB	
8	TN 8Port 8 x Gigabit GREENnet PoE+ Switch	
28	Alibi Vigilant Performance Series 5MP Starlight 66 Feet IR 180 Degree Wide Angled IP Turret ALI-PT50-VUAIF **Placed outside each network room.	
2	Alibi Vigilant Performance Series 6MP Starlight IP Varifocal Bullet Camera **Tag Cameras at the gates.	
2	L-com / Hana 14x12x7 120vac weatherproof enclosure w/fan	
9000	Cat5e Cable 24/4	
88	Cat5 Ends RJ45 TS-106168Jadi	
1	CCTV LCD Monitor for DVR 21/22"	
<b>Total*</b>		<b>\$35,673.00</b>

**ADDITIONAL NOTES & ASSUMPTIONS:**

- \*\*Power will need to be added to closets that do not have power present.
- \*\*Cameras will run off customers network.

**NOTES AND ASSUMPTIONS:**

- Proposal is based upon Scope, Schedule, Deliverables, & Cost as outlined above. Changes to any aspect of this Proposal could impact cost and should be discussed, agreed upon, and signed off prior to initiating work.
- Pricing includes installation and training. FEMAC is not responsible for any building, electrical or network alterations. Placement in the install schedule will begin upon signed sales agreement and receipt of initial deposit (as listed below)
- Price as stated is good for 7 days.
- Proposal does not include sales tax. (it will be added on your final invoice)
- WARRANTY PERIOD: One year upon completion, unless otherwise noted in additional notes above.
- Pricing assumes installation will be done during these hours: Monday-Friday 8:30am - 5:00pm(unless changes are noted in additional notes & assumptions)

**PAYMENT TERMS: 1st 50% Deposit at Signing (to order equipment) -- Final Invoice: Upon Completion of work (which will include sales tax)**

**Upon FEMAC receiving your signed proposal and the 1st 50% deposit, this Proposal will then be your Contract**





**Covenant Security Surveillance, LLC**  
 Mailing: 5501 Abercorn St Unit 5-258 Savannah, Ga 31405  
 Office: (912) 272-4383  
 CovenantSecuritySurveillance.com  
 CustomerService@trustcss.com

**Appointment:**

**111 South  
 111 Rucker Lane  
 Statesboro, GA 30458**

**Name: Erika Gable  
 Phone: (912)245-2664  
 Email: Erika.Gable@assetliving.com**

**Camera System Quote  
 Quote Good for 10 Days**

**Sales: Scott Office: Kasi Date: 1/5/24**

Qty/Hrs	Item/Equipment	Service/Description	Unit Price	Extended Price
	<b>Camera System - 76 cameras</b>	<b>Commercial - First Visit</b>		
1ea	WAVE Network Video Recorder	No Monitor Included - Added below	\$49,999.99	\$49,999.99
4ea	HDD 6TB - Hard drive Total 24TB	Estimated 45 to 60 days Storage	Included	Included
56ea	4MP Darkfighter EXIR Turret Camera		Included	Included
20ea	8MP Darkfighter EXIR Turret Camera		Included	Included
3ea	8 Port Switches		Included	Included
3ea	4 Port Switches		Included	Included
6ea	Sets of Radios		\$199.99	\$1,199.94
2hrs	Network Smart Phone & Tablets	(No laptop or desktops included)	Included	Included
1ea	App for remote Viewing	Guarding Vision	Included	Included
1ea	24 Hour Security Signs & Door Stickers as needed		Included	Included
80hrs	Labor		Included	Included
1ea	Materials (Conduit or Flex)		\$4,999.99	\$4,999.99
3ea	Outdoor Boom Lift	Weekly Estimate - Approx 2 weeks	TBD	TBD
4ea	WAVE Professional Licenses		Included	Included
1ea	Client PC - Includes manufacturer support	Optional	\$2,000.00	Optional
	<b>*Customer is responsible to provide electrical power.</b>			
	<b>**All pricing is an estimation of work to be completed. Scope of work required could change depending on what is revealed when work begins. Customer will be advised.</b>			
	<b>Optional Items @ Additional Cost REV 2-15-23</b>		<b>Limited Warranty may or may not apply</b>	
1ea	Back up Battery (45 to 120 Mins) 650V	Pricing & Availability subject to change	\$129.99	Recommended
1ea	Back up Battery (45 to 120 Mins) 950V	Pricing & Availability subject to change	\$199.99	
3ea	Installed TV with flat wall bracket up to 50" HDMI	Pricing & Availability subject to change	\$549.99	\$1,649.97
1ea	Installed TV with flat wall bracket up to 40" HDMI	Pricing & Availability subject to change	\$499.99	
1ea	Installed TV with flat wall bracket up to 32" HDMI	Pricing & Availability subject to change	\$399.99	
1ea	Installed TV with flat wall bracket up to 24" HDMI	Pricing & Availability subject to change	\$299.99	
1ea	Installed TV with flat wall bracket up to 19" HDMI	Pricing & Availability subject to change	\$199.99	
1ea	TV Installation ( Customer equipment provided)	Up to one Hour	\$135.99	
1ea	TV / DVR Connection includes HDMI Connectors	Up to 100'	\$130.00	
1ea	Wireless Mouse	Up to 90' in Range	\$29.99	
1ea	Audio Install Single Mic - 1 Channel Only	DVR Only	\$135.99	
1ea	15' to 20' EXTN CORD	Color May Vary	\$19.99	
1ea	18x21x5 Lock Box (Large)	Optional (Holds the Battery Back Up)	\$259.00	
1ea	Hard Drive 3TB \$100,4TB \$150, 6TB HB \$225	Pricing & Availability subject to change		
1hr	Network Laptop	Up to one Hour	\$135.99	
1hr	IT Networking	Up to one Hour	\$135.99	
1hr	Remote Network Set up	Up to one Hour	\$135.99	
1ea	WiFi Extender - Network DVR		\$39.99	
1ea	HDMI extenders (up to 30 ft)		\$29.99	
1ea	HDMI extenders (over 30 ft)		\$69.99	
1ea	9 Port 12 V DC Power Supply Box		\$79.99	
1ea	16 Port 12 V DC Power Supply Box		\$129.99	
	<b>Terms &amp; Conditions : 60% Deposit Required upfront, balance due upon completion and customers final approval.</b>			
		Total Amount: \$60,742.38		
		60% Deposit: \$36,445.43		
		Final Balance:		
	Completion Date:	Payment Due:		
		Late Fee Applied:		
	<b>*Surveillance Camera installs require router &amp; modem review by our IT Department.</b>			
	<b>Customer must provide all Credentials (Passwords &amp; Usernames) to access port forwarding.</b>			
	<b>Any equipment declined after approval/deposit is provided, may be subject to a 30% restocking fee.</b>			
	<b>After customer approval, allow 5 business days to order equipment &amp; schedule job.</b>			
	<b>Sales Tax on Equipment Only - Check Payments Net 5 (Late Fee: \$35)</b>			
	<i>Check us out on the Web: www.trustcss.com. Like us on Facebook &amp; Follow us on IG @trust_css!</i>			
		Subtotal		\$57,849.89
		Sales Tax		\$2,892.49
		Total		\$60,742.38

**Thank You for Supporting Our Local Business!  
 We rely on your support! Follow us on Facebook and leave us a review!**

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Ginny Hendley  
John Riggs  
Shari Barr



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

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

**To:** Jason Boyles  
Assistant City Manager

**From:** Darren Prather  
Central Services Director

**Date:** 4-11-2024

**RE:** Façade Renovation/ Averitt Center for the Arts

**Policy Issue:** Purchasing

### **Recommendation:**

Consideration of a motion to award a contract for the Averitt Center for the Arts façade renovation to Hudson and Hubbard Contractors in the amount of \$131,530.00. If approved, this project will be funded using 2019 SPLOST funds.

### **Background:**

The façade of the Averitt Center for the Arts is in need of repairs as the stucco is failing structurally. This is the second time this project has been out to bid and the opportunity has been sent to numerous contractors. This project is urgent in nature as it is located above the entrance to the theater portion of the Arts Center. If approved, it is expected the construction will commence within a few weeks with a completion timeline of approximately 30 days.

**Budget Impact: Council Person and District:** All

**Attachments:** None

**Georgia Municipal Association City of Excellence**

Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: [cityhall@statesboroga.net](mailto:cityhall@statesboroga.net)

# City of Statesboro

## Public Utilities Department



**To:** Jason Boyles  
Assistant City Manager

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

**Date:** 4/10/2024

**RE:** Professional Services Agreement Hussy, Gay, Bell Engineering Inc. for Burkhalter Rd / Railroad Bed Rd. water and sewer extensions.

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to execute a Professional Services Agreement with Hussy, Gay, Bell Engineering, Inc. in the amount not to exceed \$374,100.00 to provide design, bid, and contract administration services for the extension of sanitary sewer and water to the Burkhalter Rd / Railroad Bed Rd area. To be paid for with operating revenues and 2019 SPLOST as approved in CIP Projects WWD-196 & WWD-197.

**Background:** As part of the City's plan to extend water and sewer into high growth potential areas the decision was made to initiate the process to install water and sewer mains in the Burkhalter Rd / Railroad Bed Rd area. This location was identified many years ago in the City's master plan for water and sewer as a high priority area, due to its close proximity to shopping centers, recreational facilities and Georgia Southern. This location is even more desirable now due to its location on the south side of town making travel to the Hyundai plant more convenient. Over the past several months we have received many inquiries from developers about properties in this area and we feel that dollars spent on utility upgrades will produce a good return on our investment.

The estimated cost to construct this project is \$4,210,000.00, which consist of:

- Approximately 11,000 LF of 12" Water Main.
- Approximately 4,500 LF of 15" Sanitary Sewer.
- A new 1,000 GPM Lift Station.
- Approximately 9,000 LF of 12" Force Main.
- A pumping capacity upgrade of the existing S&S Railroad Bed Road Lift Station from 1,200 GPM to 1,600 GPM.

**Budget Impact:** This project was approved to be paid for with System Revenues and 2019 SPLOST funds as approved in CIP items #196 & #197.

**Attachments:** HGB Contract.



March 25, 2024

Mr. Steve Hotchkiss  
Director of Public Works  
City of Statesboro  
P.O. Box 348  
Statesboro, GA 30459

**Re: Proposal for Professional Services for the Burkhalter and S&S Railroad Bed Road Water and Sewer Extension  
City of Statesboro, Georgia**

Dear Mr. Hotchkiss:

Hussey Gay Bell is pleased to present our proposal for engineering services for the extension of water and sewer service along Burkhalter and S&S Railroad Bed Road. The scope of the project includes planning, design, permitting and construction services for the construction of:

- Approximately 11,000 LF of 12” Water Main.
- Approximately 4,500 LF of 15” Sanitary Sewer.
- A new 1,000 GPM Lift Station.
- Approximately 9,000 LF of 12” Force Main.
- A pumping capacity upgrade of the existing S&S Railroad Bed Road Lift Station from 1,200 GPM to 1,600 GPM.

An exhibit showing the proposed scope and location of construction is attached.

The specific scope of services is as follows:

**I. SUPPORT SERVICES**

- (a) **Topographic Survey** - HGB will perform a topographic survey to locate existing facilities, physical ground elevations and underground utilities based on apparent and obvious appurtenances to serve as a basis for design of the new components.
- (b) **Wetlands Delineation** - HGB will delineate wetlands along the project route and survey wetlands boundaries for use in wetland permitting, if necessary.
- (c) **Wetlands Permitting** - Wetlands impacts are not expected with this project and wetlands permitting is not included in this proposal. If wetlands permitting is necessary for the project, HGB will provide a fee proposal based on the permitting services required for the project.



- (d) **Easement Plat Preparation** - HGB will provide easement plats necessary for obtaining easements for the project on a per property basis.
- (e) **Easement Acquisition** – HGB will obtain a subconsultant for assistance with the acquisition of required easements. An allowance is provided in this proposal.
- (f) **Geotechnical Investigation** - HGB will subcontract and provide geotechnical investigation services as necessary to provide baseline information for design, bid and construction phases of the project. An allowance is provided in this proposal.

## II. DESIGN

- (a) **Preliminary Design** - The preliminary design will include a concept report, preliminary plans and exhibits showing the proposed lift stations and alignment for the proposed force main. The preliminary design packages will be submitted to the City of Statesboro staff for review and approval at the 30% design phase.
- (b) **Final Design** - HGB will prepare final (100%) construction plans and specifications. These documents will be submitted to the City of Statesboro staff for final review and approval.

## III. PERMITTING

- (a) **Permitting** - HGB will submit application packages for the necessary permits required for this project. Some agencies to which permit applications may be required include Georgia EPD, U.S. Army Corps of Engineers and the Georgia Soil and Water Conservation Commission.

## IV. BIDDING

- (a) **Bidding and Award** - HGB will assist the City of Statesboro with the bidding process including advertising the project, distributing bid packages, attending pre-bid meetings, addressing RFI's, preparing addenda, attending bid openings, evaluation of bid proposals and providing a recommendation of award.

## V. CONSTRUCTION SERVICES

- (a) **Contract Administration** - HGB will provide contract overview and administration services including attending a pre-construction meeting with the City of Statesboro and the Contractor, reviewing shop drawings, responding to RFIs, reviewing change order requests, reviewing pay requests, attending progress meetings and reviewing project close-out documents.

- (b) **Construction Overview** - HGB will provide periodic construction observation services during the construction phase of the project upon request from the City of Statesboro at the hourly rate in the attached Schedule of Hourly Rates.
- (c) **As-builts and Close-out Documents** - HGB will prepare as-built drawings based on contractor-supplied information, provide all O&M manuals, project warranties and all other necessary close-out documents to complete the project.

Our fee structure is as follows:

<b>I.</b>	<b><u>Support Services</u></b>	
(a)	Topographic Survey	\$ 36,000.00
(b)	Wetlands Delineation	\$ 6,500.00
(c)	Wetlands Permitting (if necessary)	\$ N/A
(d)	Easement Plat Preparation per Property	\$ 500.00
(e)	Easement Acquisition Assistance (allowance)	\$ 20,000.00
(f)	Geotechnical Investigation (allowance)	\$ 12,000.00
<b>II.</b>	<b><u>Design</u></b>	
(a)	Preliminary Design (Concept Report, 30%)	\$ 94,200.00
(b)	Final Design (100%)	\$ 76,800.00
<b>III.</b>	<b><u>Permitting</u></b>	
(a)	Permitting	\$ 20,950.00
<b>IV.</b>	<b><u>Bidding</u></b>	
(a)	Bidding and Award	\$ 13,450.00
<b>III.</b>	<b><u>Contract Administration</u></b>	
(a)	Contract Overview and Administration	\$ 70,750.00
(b)	Construction Overview (Hourly)	\$ Hourly
(c)	As-builts and Close-out Documents	\$ 22,950.00

We appreciate the opportunity to present this proposal and will gladly accept a signed copy as our authorization to proceed with this project.

Sincerely,  
**HUSSEY, GAY, BELL & DEYOUNG, INC.**

C.J. Chance, P.E.  
COO of Georgia Operations

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

## GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated March 25, 2024, between the **CITY OF STATESBORO, GA** (Client) and **HUSSEY, GAY, BELL & DEYOUNG, INC.** (Engineer) and pertain to the project described therein.

### 1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

### 2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

## 5. PAYMENT TO THE ENGINEER.

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new



taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

## 6. CONSTRUCTION COST.

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

## 7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been produced for this project only and for a given time. The documents are not to be used for any other project, or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

8. TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor,

Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

## 12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

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

***Revised 3-10-16***

**SCHEDULE OF HOURLY RATES**

Rate Effective  
3/1/2023

Principal Engineer	235.00
Professional Engineer (Testimony and Preparation)	395.00
Engineer V / Associate	215.00
Engineer IV	195.00
Engineer III	180.00
Engineer II	175.00
Engineer I	165.00
Assistant Engineer	150.00
Technician III	140.00
Technician II	130.00
Technician I	120.00
Landscape Architect	160.00
Senior Project Representative	125.00
Project Representative	110.00
Registered Land Surveyor III	190.00
Registered Land Surveyor II	165.00
Registered Land Surveyor I	150.00
3-Man Survey Crew	200.00
2-Man Survey Crew	190.00
1-Man Survey Crew	165.00
Senior Administrative	130.00
Administrative	85.00

SCHEDULE OF REIMBURSABLE RATES  
January 2019

**REPRODUCTION COSTS PER PAGE:**

**Plan Sheets – Bond (B/W)**

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

**Plan Sheets – Bond (Color - Line)**

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

**Plan Sheets – Bond (Color – Solid Fill)**

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

**Plan Sheets – Mylar (B/W)**

24 x 36	\$15.60
30 x 42	\$22.75

**Specifications (B/W)**

8.5 x 11	\$ 0.20
----------	---------

**CD / Flash Drives**

Actual costs including media costs  
and staff time at standard rates

**OVERNIGHT DELIVERY:** Cost + 10%

**AUTO MILEAGE:** \$0.54 per mile

**AIRFARE:** Actual Cost  
(Economy Class – Domestic; Business Class – Foreign)

**ROOM & BOARD:** Actual Cost



Upgrade Existing Lift Station to 1,600 GPM

Fusion Training

Waybill Circle

S&S Railroad Bed Road

Connect to Existing 12" Water Main

New 12" Force Main

New 12" Water Main

Carol Shaw Private Pond

New 12" Force Main

New 15" Sanitary Sewer

Sunfield station

New 1,000 GPM Lift Station

New 15" Sanitary Sewer

Pretoria Station Trailhead: Statesboro-Bulloch Cour

Hunt Brothers Pizza

Connect to Existing 12" Water Main (end not shown)

Burkhalter Cir

Graystone Home Own

Google Earth



2000 ft

