



April 21, 2026 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember John Riggs
3. Recognitions/Public Presentations:
 - A) Presentation of the City's Fiscal Year 2025 Audit Results by Richard Deal, with Lanier, Deal, and Proctor.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 04-07-2026 Council Minutes
 - B) Consideration of a motion to approve the surplus and disposition of equipment in the Central Services Department that have exceeded their useful life.
6. Public hearing and consideration of a motion to approve: **APPLICATION RZ 26-03-01:** Jake Reynolds and Elliot Wilson requests a Zoning Map Amendment on East Olliff Street from R-3 (Medium Density Multi- Household)/R-4 (High Density Residential) & LI (Light Industrial) districts to R-3 (Medium Density Multi-Household District). The proposed project site is three (3) separate tracts flanking East Olliff Street with A.C. Dunlap Cemetery sitting between two parcels on the Southside on the street. The proposed project is sixteen (16) separate lots consisting of duplexes, open and green spaces. (Tax Parcel # S49 000018 000).
7. Public hearing and consideration of a motion to approve: **APPLICATION RZ 26-03-03:** PMM Properties LLC requests a Zoning Map Amendment of 115 Park Ave from R-15 (One Household Residential) to R-3 (Medium Density Multi-Household). The parcel is 0.69-acres and is proposed to convert the single-family house into a multi-family with four dwelling and an attached accessory dwelling unit (ADU). Totaling five (5) units (Tax Parcel # S40 000056 000).
8. Consideration of a motion to approve **Resolution 2026-15:** A Resolution to terminate the Memorandum of Understanding with Agape Worship Center and Habitat for Humanity regarding the redevelopment of residential real property on the Johnson Street area.
9. Consideration of a motion to approve **Resolution 2026-16:** A Resolution authorizing the Mayor to execute the Georgia Department of Transportation Local Maintenance and Improvement Grant Safety Action Plan Application for FY 2026.

10. Consideration of a motion to approve **Resolution 2026-17**: A Resolution of the City of Statesboro, Georgia declaring its official intent to issue its Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), series 2026 for the purpose of refunding its outstanding Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), Series 2023; authorizing the Mayor and other officials of the City to take such further actions as are necessary to provide for the sale of such bond; and for other purposes.
11. Consideration of a motion to approve a Water/Sewer Agreement with North Point Oak Grove, LLC in order to serve 39.05 acres at Hwy 67 and Elmer Phillips Drive outside the City Limits.
12. Consideration of a motion to award an extension of the solid waste landfill agreement with Waste Management of Georgia, Inc. for a one (1) year term of with an option to renew for one (1) additional year. Terms of the contract extension will be in accordance with the current contract with the City of Statesboro.
13. Consideration of a motion to award an extension of the solid waste transportation agreement with Atlantic Waste Services for a one (1) year term of with an option to renew for one (1) additional year. Terms of the contract extension will be in accordance with the current contract with the City of Statesboro.
14. Consideration of a motion to award a contract to D. Lance Souther Inc. in the amount of \$153,000.00, for the Belair Subdivision Gas Main & Service Replacement Project with the approval to spend up to \$250,000. Project to be paid for with funds in the Natural Gas CIP budget item # NGD-106 using 2025 SPLOST.
15. Consideration of a motion to approve Task Order 2 with Michael Baker International, Inc., in a not-to-exceed amount of \$958,977.31 for engineering design services for the Bridges on the Creek on the Blue Mile project, STM-34, to be funded by GDOT.
16. Public Comments (General)
17. Other Business from City Council
18. City Managers Comments
19. 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)
20. Consideration of a Motion to Adjourn

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
I. Cain Smith, City Attorney

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

To: Mr. Charles Penny, City Manager

From: Cindy S. West, Finance Director

Date: April 15, 2026

RE: End of Fiscal Year 2025 Audit Presentation

Background: The City of Statesboro is required to have an independent financial audit at the end of each Fiscal Year. Richard Deal, with Lanier, Deal and Proctor, will give an update on how the City financially ended Fiscal Year 2025.

Budget Impact: N/A

Council Person and District: All

Attachments: N/A



CITY OF STATESBORO
COUNCIL MINUTES
APRIL 07, 2026

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

City Manager Charles Penny gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Tangie Johnson	Councilmember	Present	
Paulette Chavers	Councilmember	Present	
Ginny Hendley	Councilmember	Absent	
John Riggs	Councilmember	Present	
Shari Barr	Mayor Pro Tem	Present	

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

3. Recognitions/Public Presentations:

A) Presentation of a proclamation recognizing April 2026 as Child Abuse Prevention Month.

Mayor McCollar read a proclamation declaring April 2026 as Child Abuse Prevention Month in the City of Statesboro. The proclamation emphasized the importance of prevention, supporting families early to reduce crisis response needs, and the collective responsibility to foster positive childhood experiences while preventing adverse ones.

Lora Cooper Executive Director of Positive Childhood Alliance Bulloch accepted the proclamation and highlighted that Georgia ranks 39th in the nation for child and family well-being according to the 2025 Kids Count Data Book. She invited the community to attend the Building a Resilient Community Summit on April 29th and noted the loss of the Boys and Girls Club last year as creating a critical gap in essential services for children and families.

B) Presentation of a proclamation recognizing April 2026 as Child Abuse Prevention Month and Sexual Assault Awareness Month.

Mayor McCollar read a second proclamation recognizing both Child Abuse Prevention Month and Sexual Assault Awareness Month. The proclamation acknowledged organizations such as CASA Southeast Georgia, the Teal House, and Safe Haven for their collaborative work in providing advocacy, prevention education, and critical services.

Representatives from Safe Haven and the Teal House accepted the proclamation and invited the community to the "Blooming for Prevention" event on April 23rd at noon at the venue next door to City Hall.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 03-17-2026 Council Minutes

b) 03-17-2026 Executive Session Minutes

A motion was made to approve consent agenda.

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

6. Consideration of a motion to approve Resolution 2026-14: A Resolution authorizing the Mayor to appoint voting delegates for the Municipal Gas Authority of Georgia’s Election Committee.

A motion was made to approve Resolution 2026-14: A Resolution authorizing the Mayor to appoint voting delegates for the Municipal Gas Authority of Georgia’s Election Committee.

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

7. Consideration of a motion to approve a Development Agreement with JBP Southern, LLC, to use \$78,300 in TAD funds for the installation of private infrastructure within the development commonly known as Lafayette, Turner, and Thomas located at 10 Lafayette Street within the South Main Tax Allocation District.

A motion was made to approve a Development Agreement with JBP Southern, LLC, to use \$78,300 in TAD funds for the installation of private infrastructure within the development commonly known as Lafayette, Turner, and Thomas located at 10 Lafayette Street within the South Main Tax Allocation District.

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

8. Consideration of a motion to approve Contract Amendment #2 in the amount of \$13,931.75 on Task Order #7 with Goodwyn Mills Cawood, Inc. for additional professional engineering services on STM-46 Little Lotts Tributary Stream Restoration, to be funded by the EPD Section 319(h) grant.

A motion was made to approve Contract Amendment #2 in the amount of \$13,931.75 on Task Order #7 with Goodwyn Mills Cawood, Inc. for additional professional engineering services on STM-46 Little Lotts Tributary Stream Restoration, to be funded by the EPD Section 319(h) grant.

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

9. Consideration of a motion to negotiate a contract for design services to DPR Architecture. This contract will entail major design renovations and repairs to City Hall (GBD-4) and will be funded from 2025 SPLOST funds.

A motion was made to approve to negotiate a contract for design services to DPR Architecture. This contract will entail major design renovations and repairs to City Hall (GBD-4) and will be funded from 2025 SPLOST funds.

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

10. Consideration of a motion to award a contract to Suncoast Restoration in the amount of \$299,737.75 as they submitted the lowest responsive bid for this project to refurbish and renovate the brick surfaces and windows of the Averitt Arts Center. This project (GBD-4) will be funded from 2025 SPLOST funds.

A motion was made to award a contract to Suncoast Restoration in the amount of \$299,737.75 as they submitted the lowest responsive bid for this project to refurbish and renovate the brick surfaces and windows of the Averitt Arts Center. This project (GBD-4) will be funded from 2025 SPLOST funds.

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

11. Consideration of a motion to approve a bid and contract with Underground Excavating, Inc. for \$331,804.08 for construction of the Fire Station 3 access road (ENG-130A), funded by TSPLOST funds.

A motion was made to approve a bid and contract with Underground Excavating, Inc. for \$331,804.08 for construction of the Fire Station 3 access road (ENG-130A), funded by TSPLOST funds.

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

12. Consideration of a motion to approve the purchase of a 2026 Chevrolet 2500 Crew Cab from Alan Jay Fleet Sales in the amount of \$69,790.82 for the Stormwater Division, to be funded by Stormwater Operating Revenue.

A motion was made to approve the purchase of a 2026 Chevrolet 2500 Crew Cab from Alan Jay Fleet Sales in the amount of \$69,790.82 for the Stormwater Division, to be funded by Stormwater Operating Revenue.

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

13. Consideration of a motion to award a contract to Tyson Utilities in the amount of \$115,351.50 for the installation of approximately 2000 feet of six-inch water main with appurtenant equipment (hydrants, valves, services) to serve additional hangers at the Statesboro/Bulloch County Airport. This project will be paid by Bulloch County with Airport TSPLOST funds.

A motion was made to approve award a contract to Tyson Utilities in the amount of \$115,351.50 for the installation of approximately 2000 feet of six-inch water main with appurtenant equipment (hydrants, valves, services) to serve additional hangers at the Statesboro/Bulloch County Airport. This project will be paid by Bulloch County with Airport TSPLOST funds.

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

14. Public Comments (General): None

15. Other Business from City Council

Mayor Pro Tem Shari Barr reminded everyone that Downtown Live starts Thursday night at 7:00 PM with Liquid Pleasure performing. She also highlighted that the Statesboro Main Street Farmers Market had started the previous Saturday and encouraged people to make it part of their Saturday routine from 9:00 AM to 12:30 PM. Additionally, she reminded citizens to sign up for the new Code Red emergency alert system to replace the old system, as the default system was being discontinued.

16. City Managers Comments

City Manager Charles Penny made several announcements:

- **Downtown Live:** He encouraged people to come early for food vendors before the 7:00 PM start time, noting that vendors will only continue coming if people shop with them.
- **Whitesville Park:** On Tuesday, April 21, 2026 at 1:30 pm, we will have a Ribbon cutting at the newly renovated Whitesville Park.
- **Keep Statesboro-Bulloch Beautiful Recognition:** Mr. Penny shared that the City of Statesboro was recently recognized by the Keep Georgia Beautiful Foundation for its commitment to the Keep Statesboro-Bulloch Beautiful (KSBB) initiative. Mr. Penny credited the City Council for the decision eight years ago to transition the KSBB coordinator position from part-time to full-time. He noted that this change has provided significant stability and progress for the program following years of high turnover.
- **America 250 Celebration:** On April 16th at 10:00 AM at Triangle Park, the Daughters of American Revolution will host a celebration of America's 250th anniversary. Penny highlighted that Arabella McLamb, daughter of city employee Brittany McLamb, won an American History Essay contest and would be recognized at the event.
- **Fire Service Fee Discussion:** Mr. Penny addressed the ongoing discussion about funding fire protection following the dissolution of the fire district by Bulloch County on July 1, 2025, which cost the city \$2.7 million in funding. While they've sustained operations through intergovernmental loans, he expressed concern about implementing a fire service fee due to legal challenges facing other municipalities. He cited Garden City, which settled and eliminated their fire fee, and Chatham County, which faces a \$30 million judgment including \$27 million in refunds and \$3 million in interest. City Attorney confirmed that legal challenges are highly likely due to the five-year refund statute. Penny requested council direction on whether to continue pursuing the fire service fee or look at millage increases, noting the risk of being enjoined from collecting fees after implementation.

A motion was made to finish the Fire Service Fee Study and to put on hold any changes in how we fund the fire system.

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

- **Sewer Lateral Policy:** The last item Mr. Penny addressed was a change to the city's sewer lateral assistance policy. Currently, property owners are responsible for lateral repairs from their property to the city sewer line. He recommended that while property owners remain responsible for the lateral itself, the city should handle street opening and repair work to ensure proper standards and compaction. This would apply to both homeowners and rental properties, as all are customers paying for sewer service. The proposal will be brought to a future work session.

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

There was no need for executive session.

18. Consideration of a Motion to Adjourn

A motion was made to

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

The meeting was adjourned at 9:49 a.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO



COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
Ginny Hendley, District 3
John Riggs, District 4
Shari Barr, District 5

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

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

From: Darren Prather, Director – Central Services

Date: April 14, 2026

RE: Asset Surplus and Disposition

Policy Issue: Purchasing Policy Section: Vehicle and Equipment Surplus and Disposition

Recommendation:

Staff recommends and request the consideration of a motion for council approval for disposing of surplus in the Central Services Department.

Background:

The equipment listed below has exceeded their useful life or met average run-time and needs to be declared surplus and approved for disposition:

See attached list.

This action is part of our rotation program for computer hardware.

Budget Impact:

None, these computers have already been replaced.

Council Person and District:

N/A (citywide)

Attachment(s): One

Serial #	Make	Model
4V1VC42	Dell	OptiPlex 9020
HS7XHK2	Dell	OptiPlex 7050
HS70KJ2	Dell	OptiPlex 7050
HS6VHK2	Dell	OptiPlex 7050
6F0V0Q2	Dell	OptiPlex 7050
HS5THK2	Dell	OptiPlex 7050
HS5VHK2	Dell	OptiPlex 7050
HS51JK2	Dell	OptiPlex 7050
HS4YHK2	Dell	OptiPlex 7050
HS7WHK7	Dell	OptiPlex 7050
HS61JK2	Dell	OptiPlex 7050
HS7SHK2	Dell	OptiPlex 7050
HS5SHK2	Dell	OptiPlex 7050
6RD0WP2	Dell	OptiPlex 5050
HS4XHK2	Dell	OptiPlex 7050
6D7V0Q2	Dell	OptiPlex 5050
HS71JK2	Dell	OptiPlex 7050
HS7VHK2	Dell	OptiPlex 7050
HS4WHK2	Dell	OptiPlex 7050
DMJPWQ2	Dell	OptiPlex 9020
HL75Y12	Dell	OptiPlex 9020
2M17282	Dell	OptiPlex 9020
DMHSQD2	Dell	OptiPlex 9020
2ZHYGP2	Dell	OptiPlex 5050
HS5WHK2	Dell	OptiPlex 7050
HS4ZHK2	Dell	OptiPlex 7050
HS4VHK2	Dell	OptiPlex 7050
DMHRQD2	Dell	OptiPlex 9020
HS6ZHK2	Dell	OptiPlex 7050
HS6YHK2	Dell	OptiPlex 7050
2M16282	Dell	OptiPlex 9020
2M0C282	Dell	OptiPlex 9020
5S9B673	Dell	OptiPlex 7080
7VMTZB3	Dell	OptiPlex3080
2M0Y182	Dell	OptiPlex 9020
7VQ10C3	Dell	OptiPlex3080
7VNXZB3	Dell	OptiPlex3080
73Q4KD3	Dell	OptiPlex3080
7VNTZB3	Dell	OptiPlex 3080
D7R88Y1	Dell	OptiPlex 9010
DMHQD2	Dell	OptiPlex 9020
DMJNQD2	Dell	OptiPlex 9020
6RHZVP2	Dell	OptiPlex 5050
6RPXVP2	Dell	OptiPlex 5050
6SX0WP2	Dell	OptiPlex 5050

HS7THK2	Dell	OptiPlex 7050
6CRW0Q2	Dell	OptiPlex 5050
4ZXRN23	Dell	OptiPlex 5070
4ZZRN23	Dell	OptiPlex 5070
4ZTSN23	Dell	OptiPlex 5070
HS5ZHK2	Dell	OptiPlex 7050
9YVMVR1	Dell	OptiPlex 990
G6RRQF1	Dell	Latitude D830
J070R93	Dell	Latitude 3420
4V2PC42	Dell	OptiPlex 9020
2BCB0W2	Dell	Precision 5820
HS6WHK2	Dell	OptiPlex 7050
CN22D8K030	HP	Designjet T2300
F9JCYJ2	Dell	OptiPlex 7040
6SVVVP2	Dell	OptiPlex 5050
7FC0BG2	Dell	Precision 7510
G7X5JM2	Dell	Latitude 5580
25XBZF2	Dell	Precision 7510
8919VF2	Dell	Precision 7510
34CBZF2	Dell	Precision 7510
B8PT5Q2	Dell	Precision 7520
H2PCZF2	Dell	Precision 7510
D3ST5Q2	Dell	Precision 7520
94RKRC2	Dell	Precision 7510
6QLSRQ2	Dell	Precision 7520
1W59VF2	Dell	Precision 7510
BWGLRC2	Dell	Precision 7510
37ZHZF2	Dell	Precision 7510
2NZ7RC2	Dell	Precision 7510
2R8CZF2	Dell	Precision 7510
CBKKRC2	Dell	Precision 7510
FJZ7RC2	Dell	Precision 7510
290RRQ2	Dell	Precision 7520
CGV7VF2	Dell	Precision 7510
19SJM2	Dell	Precision 7520
DPRP1Y1	Dell	Vostro
5RBQMF1	Dell	Latitude D531
JS5KRC2	Dell	Precision 7510
GDNP5Q2	Dell	Precision 7520
1Q98VF2	Dell	Precision 7510
9B19VF2	Dell	Precision 7510
HNYS4Q2	Dell	Precision 7520
5XLPRQ2	Dell	Precision 7520
3PV4H03	Dell	OptiPlex 5070
GXF3MP2	Dell	OptiPlex 5050

CITY OF STATESBORO

COUNCIL

Tangie Johnson, 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: Charles Penny, City Manager and Leah Harden, City Clerk

From: Justin Williams, Director of Planning & Development

Date: April 10, 2026

RE: April 21, 2026 City Council Agenda Items

Policy Issue: *Unified Development Code: Zoning Map Amendment Request*

Recommendation: Planning Commission Recommends Approval of RZ 26-03-01.

Background: Jake Reynolds and Elliot Wilson requests a Zoning Map Amendment on East Olliff Street from R-3 (Medium Density Multi- Household)/R-4 (High Density Residential) & LI (Light Industrial) districts to R-3 (Medium Density Multi-Household District). The proposed project site is three (3) separate tracts flanking East Olliff Street with A.C. Dunlap Cemetery sitting between two parcels on the Southside on the street. The proposed project is sixteen (16) separate lots consisting of duplexes, open and green spaces. (Tax Parcel # S49 000018 000).

Budget Impact: None

Council Person and District: District 1 (Johnson)

Attachments: Development Services Report – RZ 26-03-01



ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

RZ 26-03-01	
ZONING MAP AMENDMENT REQUEST	
LOCATION:	East Olliff Street
PETITIONER/REPRESENTATIVE	Jake Reynolds and Elliot Wilson
EXISTING ZONING:	R-3 (Medium Density Residential District) R-4 (High Density Residential District) LI (Light Industrial)
PROPOSED ZONING:	R-3 (Medium Density Residential District)
OVERLAYS/DISTRICTS:	N/A
FUTURE LAND USE CLASSIFICATION	Redevelopment Area
TOTAL ACRES:	6.28-acres total (273,556.8sqft) Tract 1- 2.02-acres Tract 2- 1.24-acres Tract 3- 3.02-acres
PARCEL TAX MAP #:	S49 000018 000
COUNCIL DISTRICT:	District 1 (Johnson)
EXISTING USE:	Vacant land
PROPOSED USE:	Duplexes

Planning Commission: April 7, 2026

City Council: April 21, 2026

STAFF/PLANNING COMMISSION RECOMMENDATION

RZ 26 03-01 CONDITIONAL APPROVAL

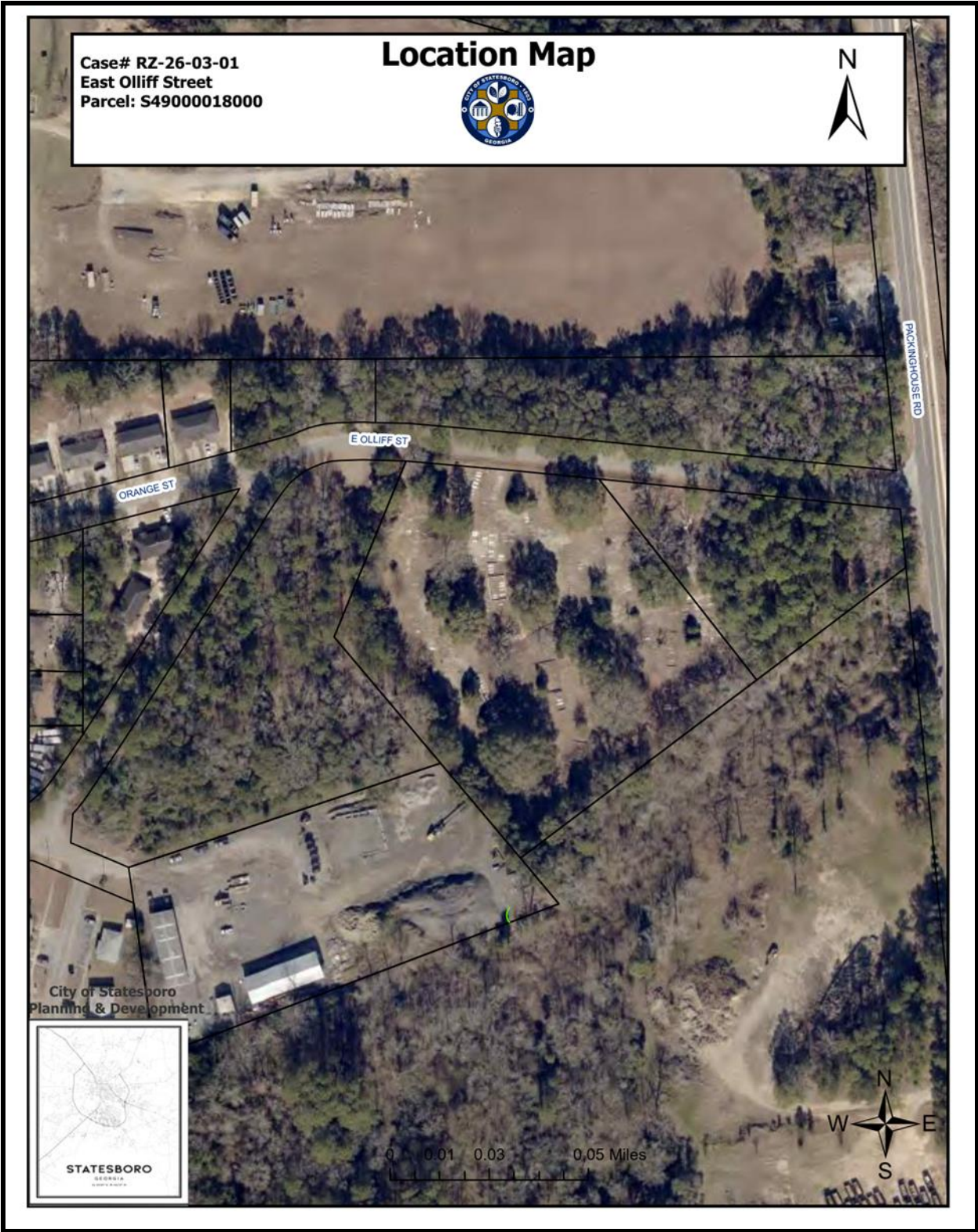
DETAILED DISCUSSION

HISTORY

This area was included within the city boundaries when the first city charter was implemented in 1866. According to the Tax Assessor website and historic aerial maps, the parcel(s) were never developed. Between tract 2 and 3 lies the privately owned A.C Dunlap cemetery which holds a deed dated 1903. This area is just north of Eastside Cemetery.

REQUEST

The petitioner is requesting a Zoning Map Amendment on East Olliff Street from R-3 (Medium Density Residential District)/R-4 (High Density Residential District)/LI (Light Industrial) to R-3 (Medium Density Residential District). The proposed project site is three (3) separate parcels flanking East Olliff Street and A.C. Dunlap Cemetery sitting between two parcels on the Southside on the street. The proposed project is sixteen (16) separate lots consisting of duplexes and open and green spaces.

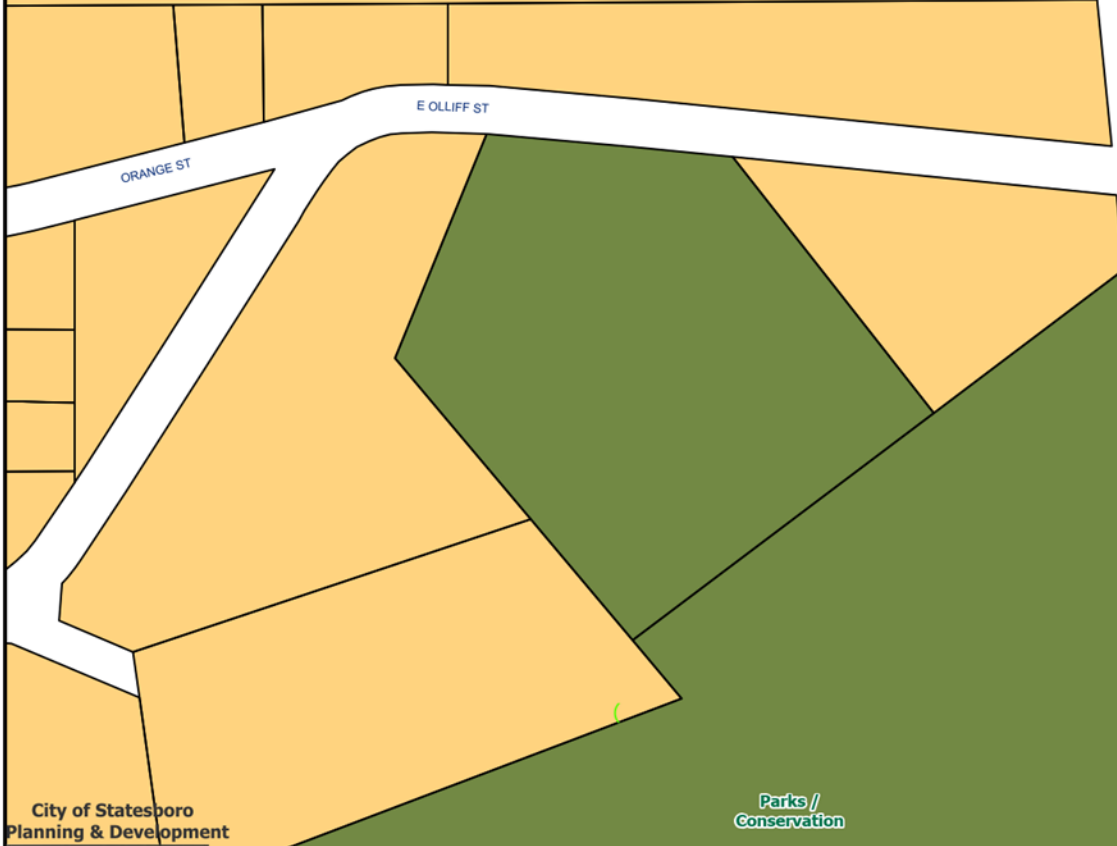


Case# RZ-26-03-01
East Olliff Street
Parcel: S49000018000

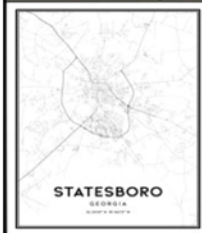
Future Land Use Map



Redevelopment
Area

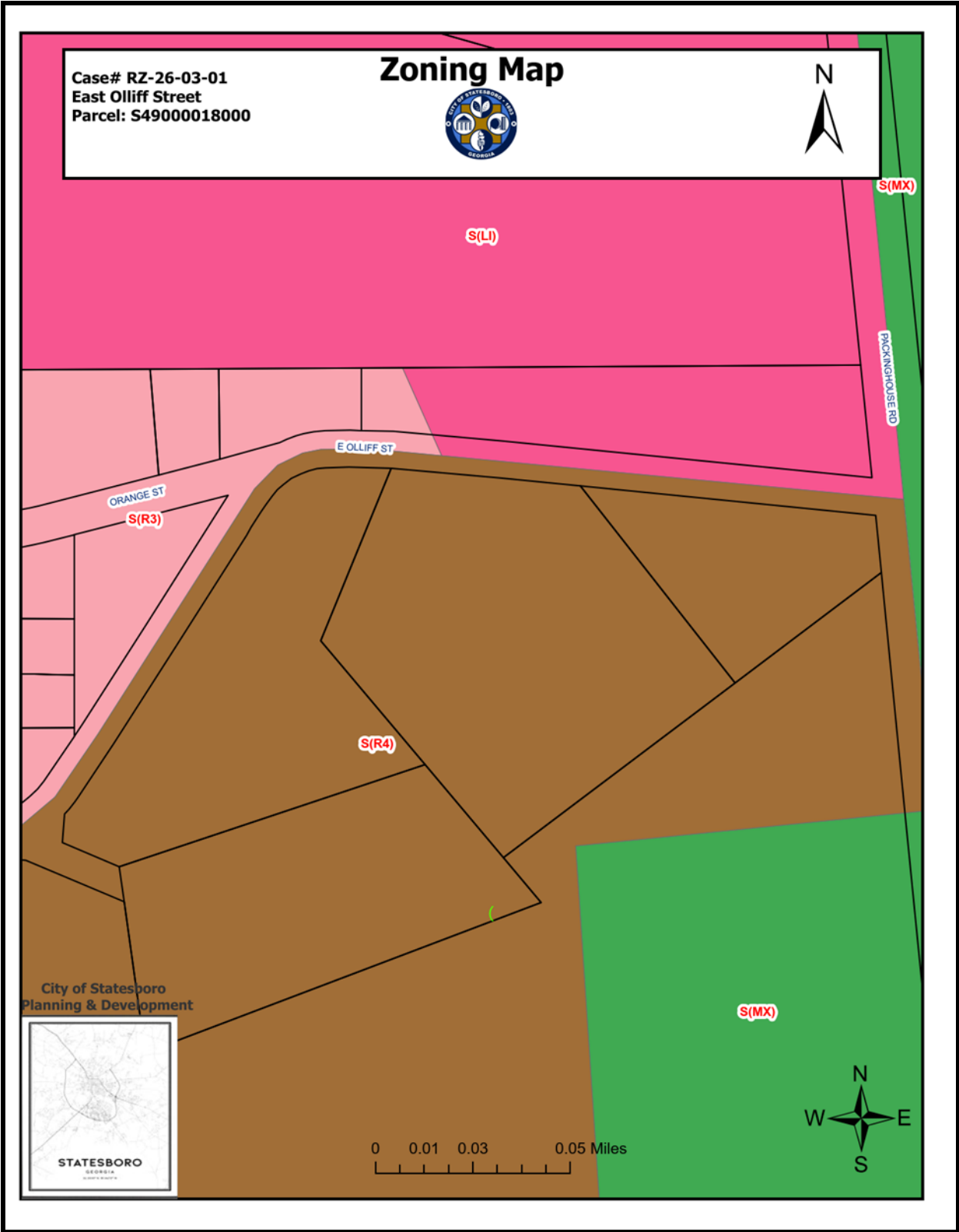


City of Statesboro
Planning & Development



0 0.01 0.03 0.05 Miles





SURROUNDING LAND USES/ZONING		
Location	Zoning Information	Land Use
North	LI (Light Industrial)	City Public Utilities
Northeast	MX (Mixed Use)	Single Family House
East	MX (Mixed Use)	Single Family House
Northwest	R-3 (Medium Density Residential District)/LI (Light Industrial)	Single Family Houses/ City Public Utilities
Southeast	R-4 (High Density Residential District)/MX (Mixed Use)	Vacant/ Single Family House
South	R-4 (High Density Residential District)/MX (Mixed Use)	Ga Dept of Transportation/City Property
Southwest	R-4 (High Density Residential District)	Apartments
West	R-3 (Medium Density Residential District)	Single Family Houses

SITE CHARACTERISTICS	
Overlay/District	None
Acreage	Tract 1- 2.02-acres Tract 2- 1.24-acres Tract 3- 3.02-acres Total 6.28-acres
Lot	Tract 1- 638.87 feet fronting East Olliff Street Tract 2- 394.52 feet fronting East Olliff Street Tract 3- 280.28 feet fronting East Olliff Street
Flooding	The floodway and flood plain meet the southern edge of Tract 2 and the northeast corner of Tract 1.
Wetlands	The wetland area is just south of Tract 2.

CONCEPT PLAN



SITE DETAILS

Site Design and Layout

The proposed project consists of a total 6.28-acres spread across three tracts. The tracts of land are proposed to be duplexes with accompanying drive-ways and greenspaces.

SITE DESIGN DETAILS

R-3 (Medium Density Residential District)

	<u>Required</u>	<u>Proposed</u>
Minimum Lot Area:	6,000 square feet	6795-10,715.46 sq feet
Maximum Building Height:	35 feet	One-story
Maximum Building Coverage:	50%	50%
Setbacks:		
front yard:	20 feet unless Section 2.3.3 -D applies	20 feet
side yard:	6 feet each side setback	6 feet each side
rear yard:	20 feet	20 feet
Buffer:	See UDC Section 2.5.4	Per UDC Section 2.5.4
Parking per dwelling:	Lesser of one (1) per bedroom or two (2) per dwelling unit	2 per dwelling

Section 2.4.9 - Residential Uses

B. Minimum dwelling sizes:
 (2) Two-household dwelling: at least 1,500 square feet.

F. Porch or Stoop required: For all ground story dwellings in the **R-3**, R-4, R-6, and MX districts, each separate building with residential uses facing a non-alley right-of-way must provide at least one pedestrian entrance facing the non-alley right-of-way with a porch or a stoop.

STAFF SUMMARY AND ANALYSIS

The subject site is a vacant lot that the petitioner is requesting to rezone from R-3 (Medium Density Residential District), R-4 (High Density Residential District), LI (Light Industrial) to R-3 (Medium Density Residential District).

The *City of Statesboro 2024 Comprehensive Master Plan* shows this area as a part of the “Redevelopment Area,” is an area where the city shall encourage redevelopment of underutilized parcels and neglected structures. Redevelopment within this area will be characterized by pedestrian-oriented neighborhood scale development.

The request is consistent with the city’s development patterns and the revitalization efforts. The subject property offers residential dwellings that help establish trending patterns of growth in the area, and additionally provide neighborhood connections and create a sense of community.

ENVIRONMENTAL SITE ANALYSIS

The subject property does have wetlands. However, the wetlands are proposed to be part of the proposed greenspace.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently not serviced by City Water. However, there are water and sewage lines available nearby. Natural gas is not available along East Olliff Street.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

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?

Analysis: Yes, a R-3 district is adjacent to the subject site.

2. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?

Analysis: No, the R-3 district is adjacent to the subject property. The zoning would be continuous. Also, it would eliminate split zoned parcels, making the area more cohesive and consistent with the Comprehensive Plan.

3. Does the property to be rezoned have a reasonable economic use as currently zoned?

Analysis: Yes, however the proposed residential dwelling units would add necessary infill housing options to the city.

4. The relative gain to the public, as compared to the hardship imposed upon the property owner.

Analysis: The site is within the Redevelopment Area as categorized in the Comprehensive Plan. Rezoning the parcel would allow the property owner develop the parcel in accordance with Unified Development Code and the Comprehensive Plan.

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?

Analysis: No, it's the opinion of the Staff that the proposed rezone would be beneficial to the city.

6. Does the zoning proposal conform to the Long-Range Land Use Plan of the Municipality?

Analysis: It is Staff's opinion that the project conforms to the Comprehensive Plan in order to meet the housing shortage and the assist the revitalization of the neighborhood.



Subject property: Tract 2 from the ROW on Packinghouse Road, facing south.



Subject property: Tract 1 from the ROW on Packinghouse Road, facing north.



View of the property across from subject property, Tract 1 and Tract 2 from ROW on Packinghouse Road, facing northeast.



View of the property across from subject property, Tract 2 and Tract from ROW on Packinghouse Road, southeast.



Subject property: Tract 2 from the ROW on East Olliff Street, facing south.



View of the property between Tract 2 and Tract 3. Privately owned Cemetery deeded since 1903, facing south.



Subject property: Tract 3 on the north side of road directly facing the cemetery, facing east.



View of properties next to Tract 1 and across from Tract 3, at the intersection of East Olliff Street and Orange Street.



Subject property: north end of Tract 3 from the ROW of East Olliff Street, facing south.



Subject property: Tract 3 from ROW on East Olliff Street, facing south.



Subject property: Tract 3 from the ROW East Olliff Street facing south.



View of properties across from Tract 3 from the ROW on East Olliff Street, facing west.



View of properties across from Tract south end of East Olliff Street, facing southwest.



View of properties across from Tract 3 at the fork of East Olliff Street, facing northwest.



Subject property: Tract 3 from the ROW of East Olliff Street, facing north.



View of the property across from Tract 3, facing southeast.



View of the property south of Tract 2, facing east.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **CONDITIONAL APPROVAL of RZ 26-03-01**. If this petition is approved the following enumerated condition(s) shall apply:

- (1) The applicant must provide a subdivision plat for approval prior to issuance of a building permit.

At the regularly scheduled meeting of the Planning Commission on April 7, 2026, the Commission recommended approval of the requests and staff conditions with a 6-0 vote.

CITY OF STATESBORO



COUNCIL

Tangie Johnson, 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: Charles Penny, City Manager and Leah Harden, City Clerk

From: Justin Williams, Director of Planning & Development

Date: April 10, 2026

RE: April 21, 2026 City Council Agenda Items

Policy Issue: *Unified Development Code: Zoning Map Amendment Request*

Recommendation: Planning Commission Recommends Denial of RZ 26-03-03.

Background: PMM Properties LLC requests a Zoning Map Amendment of 115 Park Ave from R-15 (One Household Residential) to R-3 (Medium Density Multi-Household). The parcel is 0.69-acres and is proposed to convert the single-family house into a multi-family with four dwelling and an attached accessory dwelling unit (ADU). Totaling five (5) units (Tax Parcel # S40 000056 000).

Budget Impact: None

Council Person and District: District 3 (Hendley)

Attachments: Development Services Report – RZ 26-03-01



City of Statesboro-Department of Planning and Development

ZONING SERVICES REPORT

P.O. Box 348

(912) 764-0630

Statesboro, Georgia 30458

(912) 764-0664 (Fax)

RZ 26-03-03 ZONING MAP AMENDMENT REQUEST	
LOCATION:	115 Park Ave
PETITIONER/REPRESENTATIVE	PMM Properties LLC/ Christopher Gohagan
EXISTING ZONING:	R-15 (One-Household Residential)
PROPOSED ZONING:	R3 (Medium Density Multi-Household Residential District)
OVERLAYS/DISTRICTS:	N/A
FUTURE LAND USE CLASSIFICATION	Established Residential Neighborhood
TOTAL ACRES:	0.69-acres (30,056.4 sq ft)
PARCEL TAX MAP #:	S40 000056 000
COUNCIL DISTRICT:	District 3 (Hendley)
EXISTING USE:	Single family house
PROPOSED USE:	Multi-family residence

Planning Commission: April 7, 2026

City Council: April 21, 2026

STAFF/PLANNING COMMISSION RECOMMENDATION

RZ 26 03-03 DENIAL

DETAILED DISCUSSION

HISTORY

According to the tax assessor website, the house was constructed in 1920. Based on historic maps, 115 Park Ave was one of two houses on Park Ave in 1920. At this time Park Ave stopped at the corner and only could make a left on to East Grady Street.

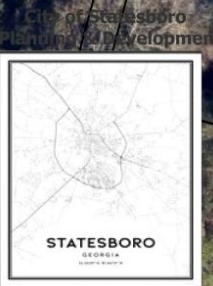
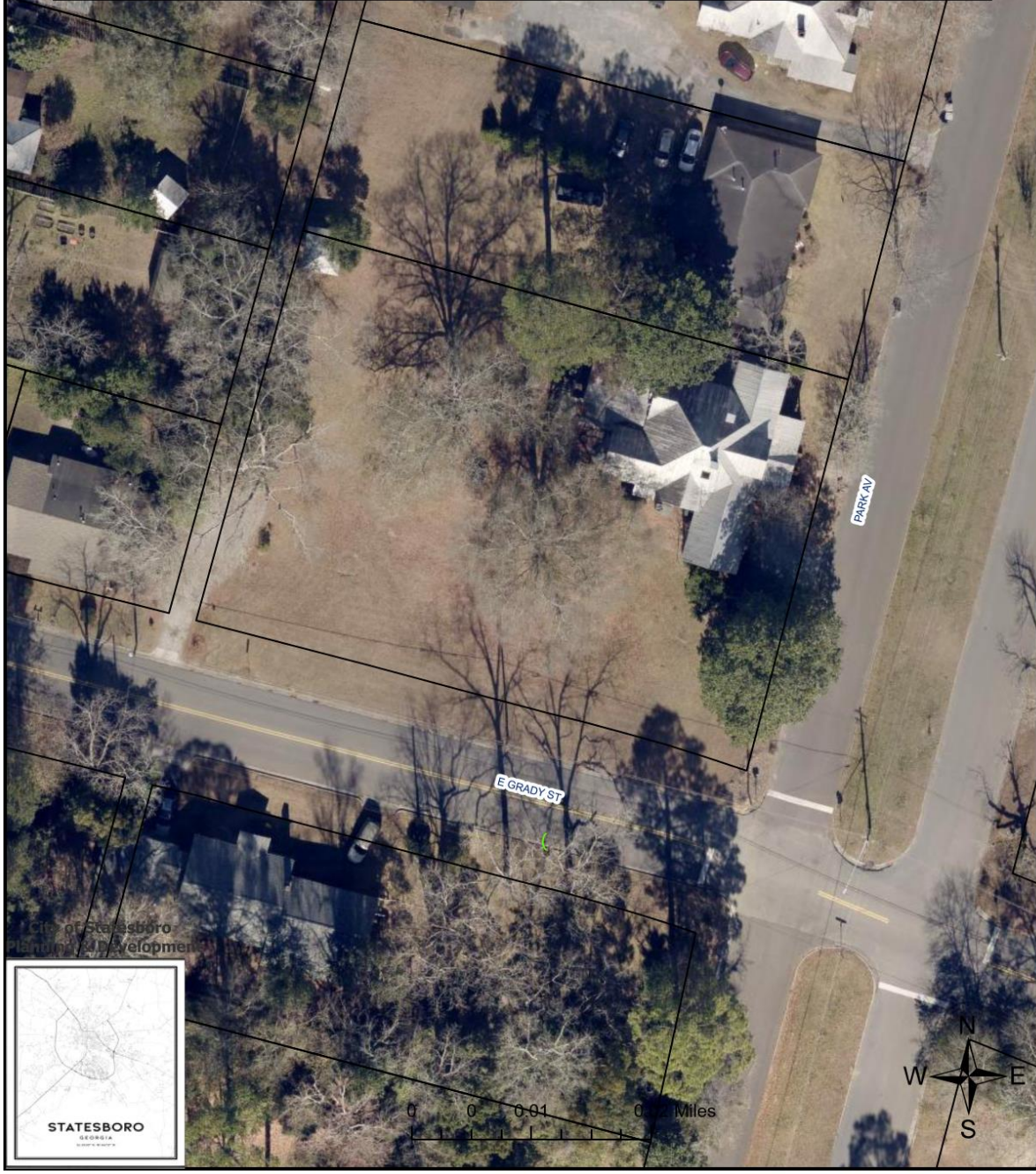
The entrance into the Park Ave neighborhood is a National Register Savannah Ave Historic District, which was first established in 1989. This Historic District does include the home under consideration. Savannah Ave, Park Ave and the surrounding neighborhoods were established between the later 19th century and the early 20th century.

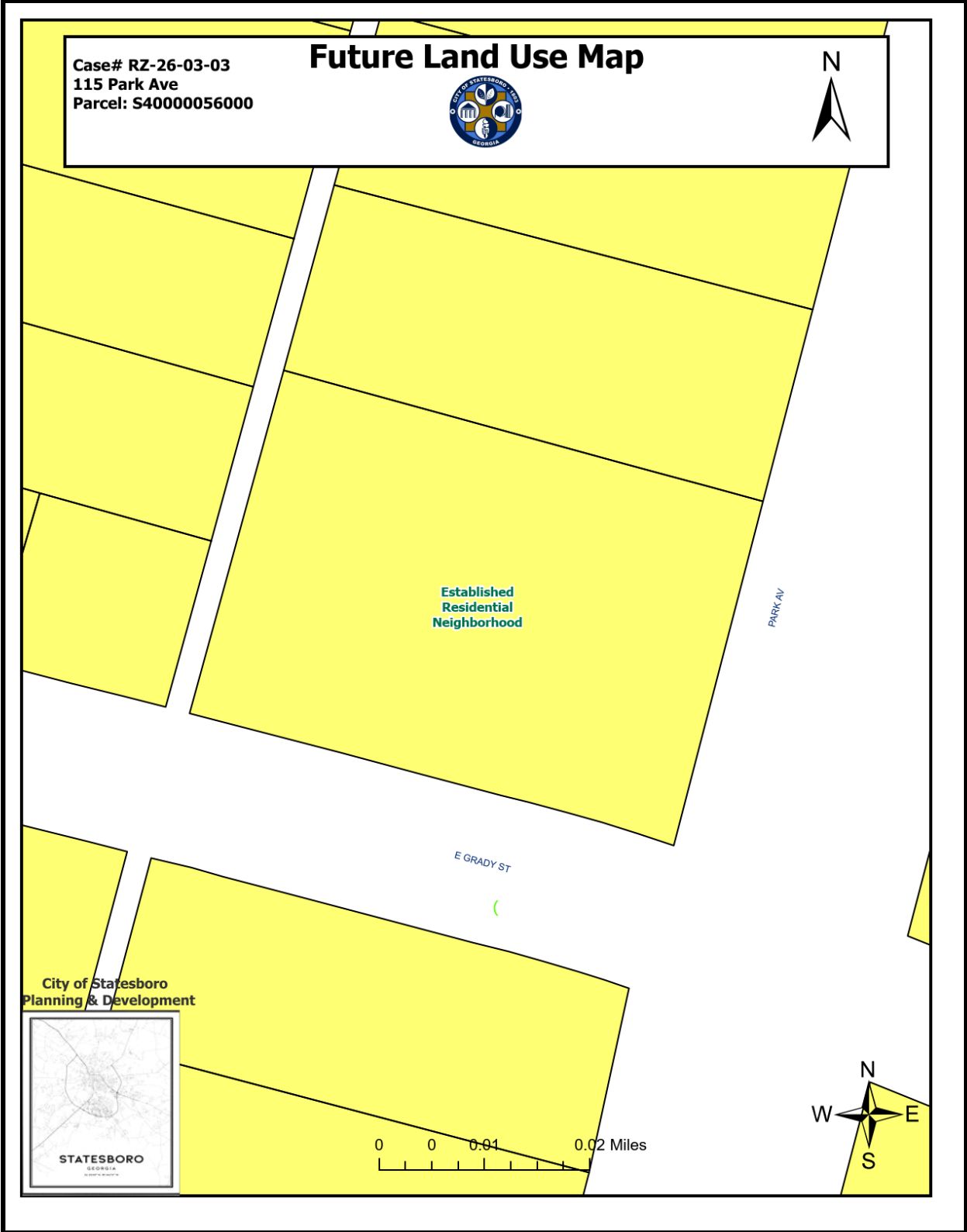
REQUEST

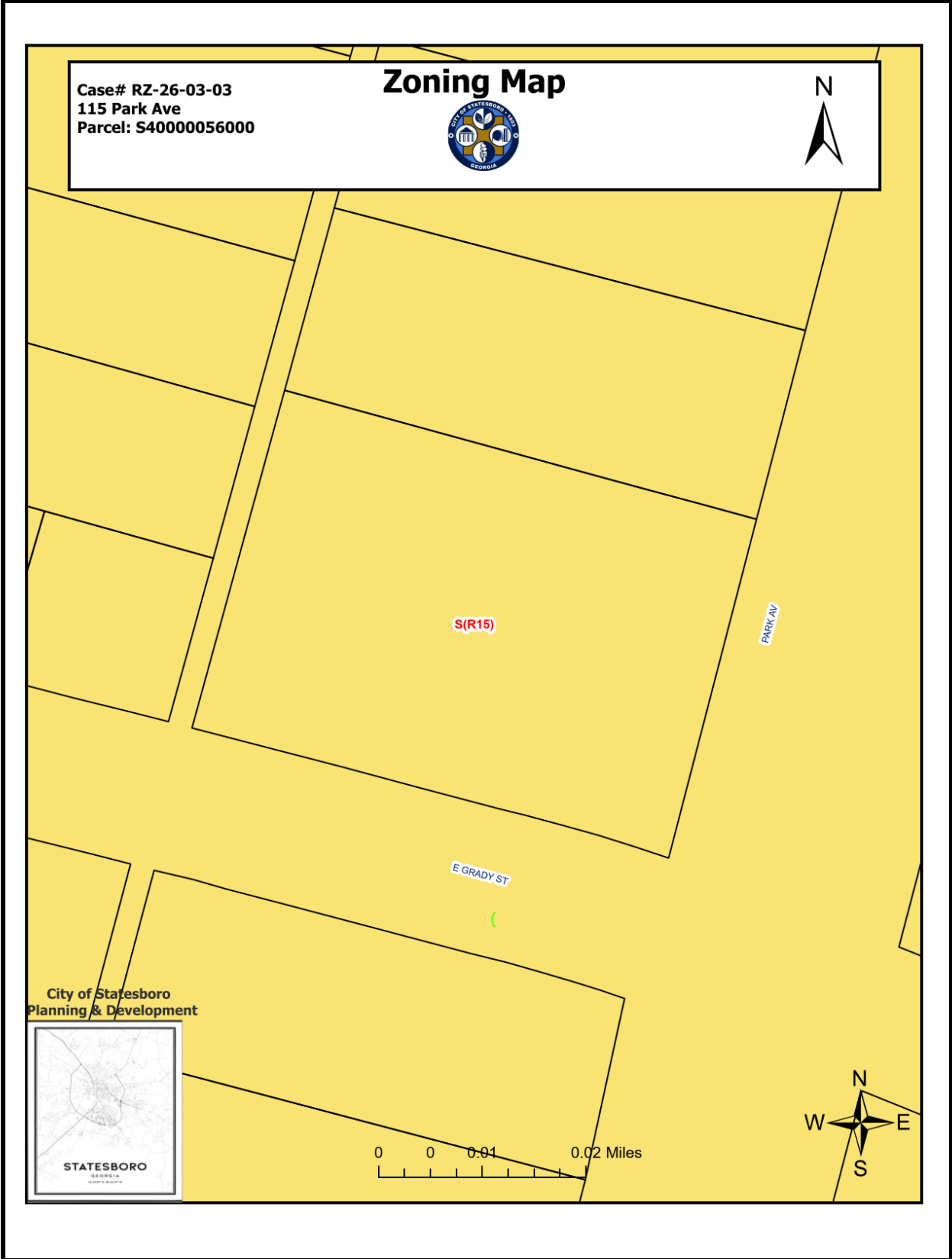
The petitioner is requesting a Zoning Map Amendment of 115 Park Ave from R-15 (One Household Residential) to R-3 (Medium Density Multi-Household Residential District). The parcel is 0.69-acres and is proposed to convert the single-family house into a multi-family with four dwellings and build an additional attached accessory dwelling unit (ADU) with a second-floor unit. The proposed project would consist of five (5) total units.

Case# RZ-26-03-03
115 Park Ave
Parcel: S40000056000

Location Map







SURROUNDING LAND USES/ZONING		
Location	Zoning Information	Land Use
North	R-15 (One-household Residence District)	Duplex
Northeast	R-15 (One-household Residence District)	Single-Family
East	R-15 (One-household Residence District)	Single-Family
Northwest	R-15 (One-household Residence District)	Single-Family
Southeast	R-15 (One-household Residence District)	Single-Family
South	R-15 (One-household Residence District)	Single-Family
Southwest	R-15 (One-household Residence District)	Vacant Lot
West	R-15 (One-household Residence District)	Single Family/ Duplex

SITE CHARACTERISTICS	
Overlay/District	None
Acreage	0.69-acres
Lot	150 X 220
Flooding	None
Wetlands	None

SITE DETAILS
<p><u>Site Design and Layout</u></p> <p>The proposed project consists of a single-family house to be subdivided into four (4) dwelling units. Additionally, an attached ADU would be constructed next to the existing car port with an additionally unit on the second floor.</p>

SITE DESIGN DETAILS			
R-15 (One-Household Residential)		R-3 (Multi-Household Residential District)	
<u>Required</u>		<u>Proposed</u>	
Residential Uses	Dwelling, One-Household	Multi-family household, four (4) dwelling units, with an accessory dwelling unit subdivided into one (1) additional unit. Total units on the properties five (5) units.	
		<u>Required</u>	<u>Proposed</u>
Minimum Lot Area:	15,000 square feet per dwelling unit	6,000 square feet per dwelling unit	6,000 square feet per dwelling unit
Maximum Building Coverage:	25%	50%	
Parking per dwelling:	2 per dwelling	Lesser of 1 bedroom or 2 per dwelling	parking plan was not provided
<u>Section 2.4.9 - Residential Uses</u>			
<u>Required</u>		<u>Proposed</u>	
B. Minimum dwelling size: (5) Multi-household dwelling: each unit must have at least 288 square feet and the average square footage per unit for any one multi-household development must be at least 576 square feet.		Unit 1: 555 sq feet Unit 2: 617 sq ft Unit 3: 640 sq ft Unit 4: 811 sq ft Unit 5: 658 sq ft (ADU)	
E. Multi-household dwellings. In addition to other applicable standards, the following provisions apply to multi-household dwellings. (1) Vehicular access to multi-household dwellings. Where vehicular access is required or otherwise provided, provisions must be made for ingress and egress to and from vehicle streets and highways		Parking plan was not provided.	

serving multi-household dwellings without congestion to or interference with normal traffic flow.	
(2) Recreational features for multi-household dwellings. Multi-household dwelling developments are encouraged to provide community areas, laundry facilities, playgrounds, tot lots, and other services necessary for the comfort and convenience of multi-household dwelling residents.	Information was not provided.
<u>Section 2.4.1 Accessory Dwelling Unit</u>	
<p>A. Attached and detached units. Accessory dwelling units may be attached to the principal building or detached from the principal building in a separate building on the same lot, subject to all applicable standards including the dimensional standards in Table 2.3.3-A - Comprehensive Dimensional Standards Table.</p> <p>B. Maximum floor area. The maximum floor area for an accessory dwelling unit is 750 square feet.</p>	

STAFF SUMMARY AND ANALYSIS
<p>The petitioner is requesting to rezone from a R-15 (One-Household Residential District) to a R-3 (Medium Density Multi-Household Residential District). The subject site is currently part of significant large R-15 district. The proposed R-3 rezone would a create an outlier zone within the R-15 zone. In addition, the proposed project increases density in an area</p> <p>The <i>City of Statesboro 2024 Comprehensive Master Plan</i> shows this area as a part of the “<i>Established Residential Neighborhood</i>,” is a primarily residential neighborhoods that been developed. Growth is generally not anticipated in this area.</p> <p>Many of the Established Residential Neighborhoods were developed from the late 19th century to mid-20th century and feature connected street grids linked with downtown. The entrance onto Park Ave from Savannah Ave is the Savannah Historic District which is a National Registered Historic District, consisting of single-family homes dating back to the early 1900s.</p>

The request presented by the petitioner is not consistent with the *City of Statesboro's Comprehensive Plan* and the city's development patterns in this area. Though there are a limited number of houses that have been converted into multi-family households, those were converted before the UDC was implemented, are considered legal non-conforming.

ENVIRONMENTAL SITE ANALYSIS

The subject property does not have wetlands.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently serviced by City Water and would not require a traffic study.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

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?

Analysis: No, the neighborhood is an established neighborhood and the surrounding area is a historic district that is National Registered. The two multi-family conversions were completed before the UDC was implemented.

2. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?

Analysis: Yes, the multi-family use would add traffic to the immediate area. Additionally, parking is a concern. Street parking would create congestion in the neighborhood. Furthermore, the added density would adversely affect the adjacent and nearby properties.

3. Does the property to be rezoned have a reasonable economic use as currently zoned?

Analysis: Yes, the existing R-15 allows the property to be used as is. Additionally, the property could be subdivided and still follow the R-15 requirements for the size lots.

4. The relative gain to the public, as compared to the hardship imposed upon the property owner.

Analysis: The site is within the Established Neighborhood area categorized in the Comprehensive Plan. The parcel as its currently zoned can be developed in accordance with UDC and the Comprehensive Plan.

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?

Analysis: No, it's the opinion of Staff that proposed rezone would not be beneficial to the City and the immediate surrounding area.

6. Does the zoning proposal conform to the Long-Range Land Use Plan of the Municipality?

Analysis: No, it's the opinion of Staff the proposed project does not conform to the Comprehensive Plan of the City.



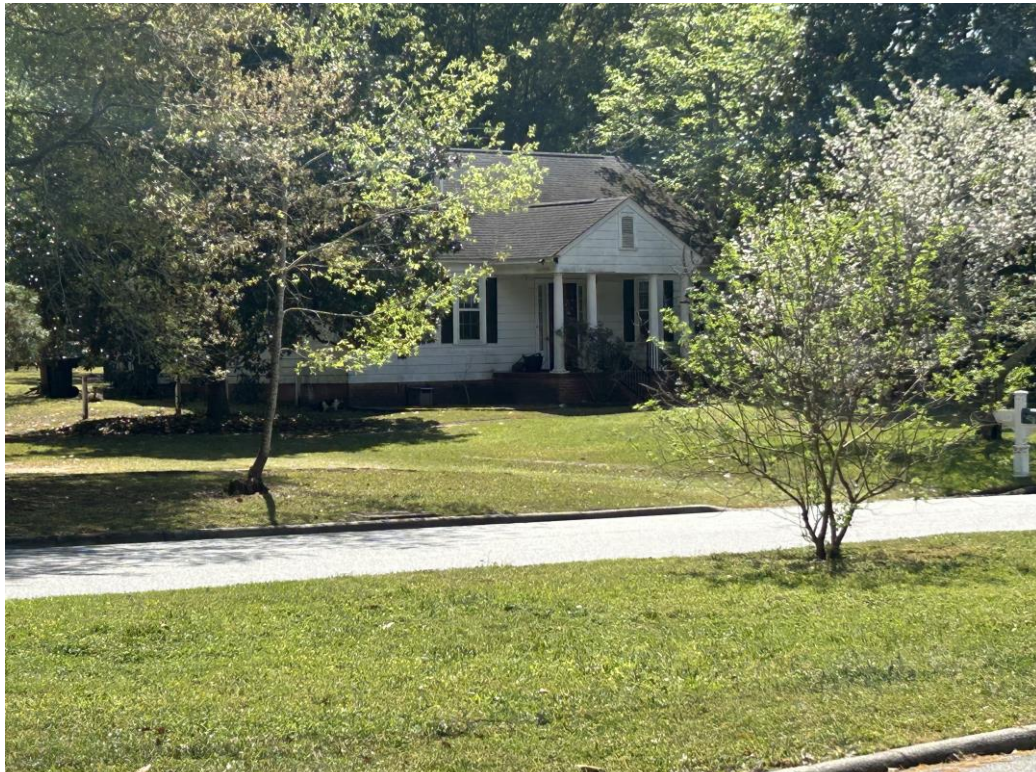
Subject Property: view of the property from the ROW on Park Ave, facing west.



View of the property to the north of the subject property on Park Ave, facing northwest.



View of the property across from the subject property on Park Ave, facing east.



View of the property southeast from the subject property, facing southeast.



View of the property southwest from the subject property, facing southwest.



View of properties entering Park Ave, part of the Savannah Historic District, facing north.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **DENIAL of RZ 26-03-03**. If this petition is approved the following enumerated condition(s) shall apply:

1. Approval of this request does not grant permission to begin building modifications. All construction must be reviewed and approved by the City.
2. The applicant must submit a parking plan prior to the issuance of any permits.
3. The ADU may not exceed square footage as outlined in Section 2.4.1.

At the regularly scheduled meeting of the Planning Commission on April 7, 2026, the Commission recommended DENIAL with a 5-0 vote and 1 abstaining.

CITY OF STATESBORO

COUNCIL

Tangie Johnson
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 14, 2026

RE: April 21, 2026 City Council Agenda Items

Policy Issue: Consideration of Resolution 2026-15, a resolution to terminate the memorandum of understanding with Agape Worship Center and Habitat for Humanity regarding the redevelopment of residential real property in the Johnson Street area

Recommendation: Approval

Background: On January 21, 2025 the City, Agape, and Habitat entered into the previously referenced MOU. Georgia Department of Community Affairs advised City that the MOU and attendant conditions were not adequate for the purposes of the previously awarded CHIP grant. Accordingly, all parties have agreed to terminate the MOU.

Budget Impact: None

Council Person and District: Paulette Chavers, District 2

Attachments: Resolution, letters from Habitat and Agape

**STATE OF GEORGIA
COUNTY OF BULLOCH**

MAYOR AND COUNCIL OF THE CITY OF STATEBORO GEORGIA

RESOLUTION 2026 -15

A RESOLUTION TO TERMINATE THE MEMORANDUM OF UNDERSTANDING WITH AGAPE WORSHIP CENTER AND HABITAT FOR HUMANITY REGARDING THE REDEVELOPMENT OF RESIDENTIAL REAL PROPERTY IN THE JOHNSON STREET AREA

WHEREAS, the City, Agape Worship Center, and Habitat for Humanity entered into an MOU on January 21, 2025 regarding the redevelopment of certain residential lots in the Johnson Street area;

WHEREAS, City was advised by the Department of Community Affairs that the attendant conditions and MOU as executed were inadequate for the purposes of the awarded CHIP grant;

WHEREAS, City notified Agape and Habitat of the issues and the infeasibility of proceeding as contemplated in the MOU;

WHEREAS, City is in receipt of letters expressing the desires of Agape and Habitat to terminate the MOU; and

WHEREAS City also desires to terminate the MOU;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STATESBORO THAT:

The MOU with Agape Worship Center and Habitat for Humanity dated January 21, 2025, is hereby terminated by the express mutual consent of all Parties.

RESOLUTION APPROVED AND ADOPTED this 21st day of April, 2026.

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City Clerk



April 13, 2026

To: City of Statesboro
Attn: Cain Smith, City Attorney

RE: Request to Terminate Memorandum of Understanding (MOU) for Land Donation/Support

Dear Cain,

I am writing to you today regarding the agreement we signed on concerning the proposed land at 27 Pine Street, 19 Pine Street, 15 Pine Street, 10 Spruce Street, 2 Pine Street, and 16 Dunlap Street for the Pine Street affordable housing project.

After learning more about the strict federal rules and the Community HOME Investment Program (CHIP) grant requirements, I believe it is in the best interest of the project to formally terminate our current MOU, effective immediately.

While I still fully support the City's goal of building affordable housing in this neighborhood, I understand that the federal government and Department of Community Affairs has very specific procedures for how land must be appraised and acquired. I do not want our current informal agreement to cause any "red tape" issues or delays that might put the City's grant funding at risk.

By ending this agreement now, I want to make sure the City has a "clean slate" to follow the proper federal land acquisition steps, whether that involves a formal purchase of this property or the selection of a different site that better fits the grant's technical standards.

I am still a big believer in this project and look forward to seeing these new homes built for our community. Please let me know if there is a specific form I need to sign to make this termination official for your records with the Georgia Department of Community Affairs.

Sincerely,


Donald Chavers, Jr.
CEO, Pastor
Agape Worship Center

912-489-2612

agapeworshipcenter1998@gmail.com

CITY OF STATESBORO

COUNCIL

Tangie Johnson, 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
I. Cain Smith, City Attorney

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

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

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

Date: April 14, 2026

RE: FY2026 LMIG Safety Action Plan (SAP) Grant Application

Policy Issue: Grant Application

Recommendation:

Engineering staff recommends approval of the submittal of the GDOT LMIG SAP Application for City of Statesboro.

Background:

GDOT is offering funding from the supplemental budget for safety improvements on local roadways under the SAP program. The program focuses on low-cost safety improvements such as signing and striping improvements and flashing beacons. GDOT also provides a list of city roads that are eligible for the improvements, based on crash data. Staff has developed a project work list for the SAP application. Items on the list include roadway and crosswalk striping, new signage and sign replacements, bicycle lane improvements, rectangular rapid flashing beacons for mid-block crosswalks, and flashing beacons at four-way stops. The project list is attached.

Budget Impact:

The SAP grant amount for the City of Statesboro is \$128,015.38 with a minimum requirement of at least 30% local matching funds. The proposed project list is estimated to cost \$210,142.75. Staff proposes to utilize funds from ENG-127 Traffic Calming and Pedestrian/Bicycle Safety for the local match. \$128,015.38 would come from GDOT, and the remaining \$82,127.37 would come from ENG-127, which has \$130,000 in TSPLOST funds proposed for FY 2027.

Council Person and District: The list includes streets in all districts.

Attachments: SAP Resolution
SAP Letter from GDOT
SAP Cover Letter from City
FY 2026 SAP Application

Copy: Cindy West, Director of Finance

RESOLUTION 2026-16:

A Resolution authorizing the Mayor to execute the Georgia Department of Transportation Local Maintenance & Improvement Safety Action Plan Application for Fiscal Year 2026.

THAT WHEREAS, the City participates in the Georgia Department of Transportation (GDOT) Local Maintenance Improvement Grant (LMIG) Program;

WHEREAS, the GDOT LMIG Safety Action Plan (SAP) program provides funding assistance for low-cost safety improvements on roadways within the City of Statesboro for the benefit of the citizenry;

WHEREAS, the LMIG SAP program requires that the City present a list of projects for participation and that the City execute the Local Government Affidavit and Certification in order to receive funding assistance for the listed streets, with the City providing 30% matching funds;

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

Section 1. The City Engineer has prepared a list of projects for funding through the LMIG SAP program to the City Manager and the City Manager has reviewed the list and recommends approval by the City Council.

Section 2. The City Council hereby authorizes the Mayor to execute the Local Government Affidavit and Certification and all other documents required by the Georgia Department of Transportation related to this grant application.

Section 3. That this Resolution shall be and remain effective from and after its date of adoption.

Adopted this 21st day of April 2026.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
Ginny Hendely, 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

April 21, 2026

Mr. Jeremy Barwick
State Aid Coordinator, District 5
Georgia Department of Transportation
P.O. Box 610
Jesup, Georgia 31598

RE: **FY 2026 LMIG Safety Action Plan Application, City of Statesboro**

Mr. Barwick,

The City of Statesboro wishes to apply for the FY 2026 SAP funding. Attached is the City of Statesboro's Fiscal Year 2026 LMIG Safety Action Plan Application. The proposed project list includes restriping, rectangular rapid flashing beacons, and sign replacements. Statesboro's SAP formula amount is \$128,015.38. The total proposed project list cost estimate is \$210,142.75.

The City of Statesboro greatly appreciates GDOT's assistance in this program. If you should need further assistance, please contact Brad Deal, Director, Public Works and Engineering at 912-764-0655 or brad.deal@statesboroga.gov.

Sincerely,

Jonathan McCollar
Mayor

Copy: Charles Penny, City Manager
Jason Boyles, Assistant City Manager

Attachment: LMIG Application FY2025



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

April 6, 2026

Jonathan McCollar, Mayor
City of Statesboro
50 E. Main Street
Statesboro, Georgia 30458

RE: FY 2026 LMIG Safety Action Plan (SAP)

Dear Mayor McCollar:

To invest in improving the safety of the county and city road system, the Georgia Department of Transportation is targeting funds from the FY 2026 supplemental budget for safety improvements. The program focuses on low-cost safety improvements that can be implemented on Off-System routes that are likely to reduce the frequency and severity of crashes and road departures.

Project/Selection Criteria:

The Safety Action Program will follow the normal LMIG process in which direct payment is made by check/ACH after eligibility requirements are met. The total cost of the projects selected shall not exceed **\$128,015.38** in addition to a 10% or 30% local match that is required.

In order to aid in project selection, Traffic Operations has provided data driven crash summary reports. Project selection must be made from the attached project list.

Local Government (LG) responsibilities:

LGs will be responsible for submitting an LMIG **application and project list** to the District by **May 1, 2026**. The application package can be emailed to **Jeremy Barwick, State Aid Coordinator (SAC) at jbarwick@dot.ga.gov**. The LMIG Grant application must include a cover letter signed by the County Administrator / Manager or Commission Chairman. The letter should contain a short description of the project list, an LMIG Grant application form, map and a Project List. Applications submitted without this information will not be approved. The LMIG Grant Application form and Project List has been attached. **No applications** will be accepted after **May 8, 2026**. All projects must be under contract or completed by **March 30, 2027**.

LGs will be responsible for completion of fieldwork, plan preparation and bidding the project. LGs will also be fully responsible for all clearance of environmental requirements, utility adjustments and right of way.

Payment:

Payment of funds will be made through the normal LMIG process once the application and project list have been approved. If deemed necessary by the SAC, authorization of payment may be held until the project plans have been reviewed and approved.

Eligible Contract Items:

Signing and Marking and Raised Pavement Markers (RPM's); Centerline and shoulder rumble strips; Rectangular Rapid Flashing Beacons (RRFB); Pedestrian Hybrid Beacons (PHB); Guardrail; Minor shoulder widening may be considered if SAC validates there is room for it.

If you have any questions regarding the LMIG SAP Program please contact Jeremy Barwick, State Aid Coordinator at (912) 530-4396 or email jbarwick@dot.ga.gov.

Sincerely,

Jeremy Barwick

Jeremy Barwick
State Aid Coordinator

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20____
TYPE OR PRINT LEGIBLY. ALL SECTIONS MUST BE COMPLETED.**

LOCAL GOVERNMENT INFORMATION

Date of Application: April 21, 2026

Name of local government: City of Statesboro

Address: 50 East Main Street, Statesboro, GA 30458

Contact Person and Title: Brad Deal, Director of Public Works and Engineering

Contact Person's Phone Number: 912-764-0655

Contact Person's Fax Number: 912-764-4691

Contact Person's Email: brad.deal@statesboroga.gov

Is the Priority List attached? Yes

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

I, Jonathan McCollar (Name), the Mayor (Title), on behalf of City of Statesboro (Local Government), who being duly sworn do swear that the information given herein is true to the best of his/her knowledge and belief. Local Government swears and certifies that it has read and understands the LMIG General Guidelines and Rules and that it has complied with and will comply with the same.

Local government further swears and certifies that it has read and understands the regulations for the Georgia Planning Act of 1989 (O.C.G.A. § 45-12-200, et seq.), Service Delivery Strategy Act (O.C.G.A. § 36-70-20, et seq.), and the Local Government Budgets and Audits Act (O.C.G.A. 36-81-7 et seq.) and will comply in full with said provisions. Local government further swears and certifies that the roads or sections of roads described and shown on the local government's Project List are dedicated public roads and are part of the Public Road System in said county/city. Local government further swears and certifies that it complied with federal and/or state environmental protection laws and at the completion of the project(s), it met the match requirements as stated in the Transportation Investment ACT (TIA).

Further, the local government shall be responsible for any claim, damage, loss or expense that is attributable to negligent acts, errors, or omissions related to the designs, drawings, specifications, work and other services furnished by or on behalf of the local government pursuant to this Application ("Loss"). To the extent provided by law, the local government further agrees to hold harmless and indemnify the DEPARTMENT and the State of Georgia from all suits or claims that may arise from said Loss.

**GEORGIA DEPARTMENT OF TRANSPORTATION LOCAL
MAINTENANCE & IMPROVEMENT GRANT (LMIG)
APPLICATION FOR FISCAL YEAR 20__**

LOCAL GOVERNMENT AFFIDAVIT AND CERTIFICATION

If the local government fails to comply with these General Guidelines and Rules, or fails to comply with its Application and Certification, or fails to cooperate with the auditor(s) or fails to maintain and retain sufficient records, the DEPARTMENT may, at its discretion, prohibit the local government from participating in the LMIG program in the future and may pursue any available legal remedy to obtain reimbursement of the LMIG funds. Furthermore, if in the estimation of the DEPARTMENT, a roadway or bridge shows evidence of failure(s) due to poor workmanship, the use of substandard materials, or the failure to follow the required design and construction guidelines as set forth herein, the Department may pursue any available legal remedy to obtain reimbursement of the allocated LMIG funds or prohibit local government from participating in the LMIG program until such time as corrections are made to address the deficiencies or reimbursement is made. All projects identified on the Project list shall be constructed in accordance with the Department’s Standard Specifications of Transportation Systems (Current Edition), Supplemental Specifications (Current Edition), and Special Provisions.

Local Government:

109296

E-Verify Number

_____(Signature)

Sworn to and subscribed before me,

Jonathan McCollar
_____(Print)

This ____ day of _____, 20__.

Mayor / Commission Chairperson

_____(Date)

In the presence of:

NOTARY PUBLIC

LOCAL GOVERNMENT SEAL:

My Commission Expires:

NOTARY SEAL:

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Jonathan McCollar

Printed Name of Authorized Officer or Agent

Mayor

Title of Authorized Officer or Agent

April 21, 2026

Date

FY 2026 Safety Action Plan Grant Project List

Street Name	Begin Termini	End Termini	Cost estimate	Project Description
Gentilly Road	Fair Road	Gentilly Drive	\$59,261.00	Installation of thermoplastic pavement striping and markings, installation of 1 RRFB with signage at existing crosswalk, installation of MUTCD compliant traffic signage
Lovett Road	Northside Drive East	Brannen Street	\$55,652.50	Removal of sidewalk and curb to install wheelchair ramps, installation of MUTCD compliant traffic signage, installation of 1 RRFB with signage at designated area
Martin Luther King, Jr. Drive	West Main Street	Hwy 80	\$36,480.00	Installation of thermoplastic pavement striping and markings, installation of 1 RRFB with signage at existing crosswalk, installation of MUTCD compliant traffic signage, replacement and installation of sidewalk for wheelchair ramps
Brannen Street	South Zetterower Avenue	Prince Way	\$11,306.00	Installation of thermoplastic pavement striping and markings, installation of MUTCD compliant traffic signage
East Jones Avenue	South Main Street	Gentilly Road	\$21,459.50	Installation of thermoplastic pavement striping and markings, installation of MUTCD compliant traffic signage
East Grady Street	South Main Street	Deanna Drive	\$19,515.75	Installation of thermoplastic pavement striping and markings, installation of MUTCD compliant traffic signage
Beasley Road	Jones Mill Road Intersection		\$6,468.00	Installation of 24" flashing LED stop signs with and 24" thermoplastic stop bars
		Total	\$210,142.75	

CITY OF STATESBORO

COUNCIL

Tangie Johnson
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: Cain Smith, City Attorney

Date: April 15, 2026

RE: April 21, 2026 City Council Agenda Items

Policy Issue: *Consideration of Resolution 2026-17, a resolution by the City declaring its official intent to issue its tax allocation district refunding revenue bond (Old Register TAD projects) Series 2026 for the purpose of refunding its outstanding tax allocation district refunding revenue bond (Old Register TAD projects), Series 2023; authorizing the Mayor and other officials of the City take further actions as are necessary to provide for the sale of such bond; and for other purposes.*

Recommendation: Approve

Background: Series 2019 and 2023 revenue bonds have been issued for the Old Register TAD. Both these were short term, interest only bonds necessary until the TAD generated sufficient revenue to also pay principal. Proposed bond would be long-term (between 20 and 30 years) and pay off principal and interest.

Budget Impact: None as current TAD revenue is sufficient to service the contemplated bond, which is revenue based and backed by the full faith and credit of the City.

Council Person and District: Ginny Hendley, District 3

Attachments: Resolution 2026-17

RESOLUTION 2016-17

A RESOLUTION OF THE CITY OF STATESBORO, GEORGIA DECLARING ITS OFFICIAL INTENT TO ISSUE ITS TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2026 FOR THE PURPOSE OF REFUNDING ITS OUTSTANDING TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2023; AUTHORIZING THE MAYOR AND OTHER OFFICIALS OF THE CITY TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE SALE OF SUCH BOND; AND FOR OTHER PURPOSES.

WHEREAS, in accordance with the Constitution and the laws of the State of Georgia, including particularly Chapter 44 of Title 36 of the Official Code of Georgia Annotated (“**O.C.G.A.**”), as amended (the “**Redevelopment Powers Law**”), the Mayor and Council of the City of Statesboro adopted a resolution on August 7, 2018, approving a redevelopment plan and associated tax allocation district identified as “Tax Allocation District #2: Old Register”; and

WHEREAS, the City and Bulloch County (the “**County**”) entered into an intergovernmental agreement dated as of August 7, 2018, and the City and the Bulloch County School District (the “**School District**”) entered into an intergovernmental agreement dated as of August 9, 2018 (together, the “**Intergovernmental Agreements**”), providing for the inclusion of the “County Positive Tax Allocation Increment” and the “School District Positive Tax Allocation Increment,” respectively, as defined by the Intergovernmental Agreements, to be used toward the improvements to be made inside Tax Allocation District #2: Old Register; and

WHEREAS, pursuant to the Redevelopment Powers Law, the City is authorized to finance certain Redevelopment Costs, as defined in the Redevelopment Powers Law, and in accordance with such powers issued its CITY OF STATESBORO TAX ALLOCATION DISTRICT REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2019, in the principal amount of \$4,750,000 (the “**Series 2019 Bond**”) on August 6, 2019; and

WHEREAS, the Series 2019 Bond was authorized pursuant to a bond resolution adopted by the Mayor and City Council of the City of Statesboro on June 26, 2019, and the proceeds of the Series 2019 Bond were spent to finance certain improvements inside Tax Allocation District #2: Old Register (the “**Tax Allocation District**”) consisting of (i) the widening of Old Register Road, (ii) an extension of a new road to Veteran’s Memorial Parkway and Akins Boulevard intersection, and (iii) certain curb, gutter, sidewalks, water, wastewater and stormwater improvements relating to such road improvements (collectively, the “**Projects**”); and

WHEREAS, on August 15, 2023, the City issued its CITY OF STATESBORO, GEORGIA TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2023, in the principal amount of \$4,750,000 (the “**Series 2023 Bond**”) for the purpose of providing funds, together with other funds of the City, to pay the cost of refunding and defeasing the Series 2019 Bond, pursuant to a bond resolution adopted by the Mayor and City Council of the City of Statesboro on July 18, 2023 (the “**2023 Resolution**”); and

WHEREAS, payment of the Series 2023 Bond is secured by certain Pledged Revenues (as defined by the 2023 Resolution) which includes (i) positive *ad valorem* tax allocation increments derived from the Tax Allocation District (the “**Tax Allocation Increments**”) and (ii) in accordance with O.C.G.A. § 36-44-20, when a determination is made by the City that the positive *ad valorem* tax allocation increments derived from the Tax Allocation District will be insufficient to pay all principal and interest on the Series 2023 Bond, general funds derived from the Tax Allocation District (the “**Tax Allocation General Funds**”); and

WHEREAS, the Series 2023 Bond bears interest at the rate of 5.95% per annum, installments of interest are payable semi-annually on February 15 and August 15 of each year, and the principal amount of \$4,750,000 is payable in full on August 15, 2026; and

WHEREAS, the Mayor and City Council of the City have now determined that it is in the best interests of the citizens of the City that the Series 2023 Bond be currently refunded on or prior to its maturity date (the “**Refunding**”) through the issuance of its CITY OF STATESBORO TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2026, to be issued in the principal amount of \$4,750,000 (the “**Series 2026 Bond**”), pursuant to the authority set forth in the Redevelopment Powers Law; and

WHEREAS, it is also proposed that the City should take all such additional actions, make all such elections, authorize the filing of such certificates, applications, reports and notices, and authorize such other actions and proceedings as shall be necessary in connection with the issuance of the Series 2026 Bond.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro in a public meeting properly and lawfully called and assembled, as follows:

1. The City now declares its official intent to issue the Series 2026 Bond to refund and defease the Series 2023 Bond on or prior to the maturity date of the Series 2023 Bond. The principal amount, maturity date, interest rate, debt service schedule, redemption provisions and other particular terms and provisions for the Series 2026 will be set forth in a bond resolution to be approved by the Mayor and City Council of the City of Statesboro prior to the issuance and delivery of the Series 2026 Bond.

2. The Mayor and City Council hereby authorizes the engagement of Davenport & Company LLC, as Financial Advisor to City (the “**Financial Advisor**”), in connection with the issuance and delivery of the Series 2026 Bond. The Financial Advisor, with the assistance of such officers, attorneys, and agents of the City, shall prepare a request for proposals from certain financial institutions to obtain a private placement of the Series 2026 Bond and negotiate the most favorable terms of the Series 2026 Bond on behalf of the City, subject to approval and ratification by the Mayor and City Council of the City.

3. The City Attorney is hereby authorized and directed to associate Gray Pannell LLC, as Bond Counsel, in connection with the issuance and delivery of the Series 2026 Bond. Bond Counsel shall prepare a bond resolution for adoption by the Mayor and City Council of the City setting forth the exact particulars of the Series 2026 Bond based on the proposal received from the

financial institution purchasing the Series 2026 Bonds. After adoption of the such bond resolution by the Mayor and City Council, the City Attorney and Bond Counsel shall take such actions as are necessary and proper to cause the Series 2026 Bond to be validated in the manner provided by law in the Superior Court of Bulloch County, and Bond Counsel shall proceed with the preparation of ancillary closing documents and certificates relating to the issuance and delivery of the Series 2026 Bond.

4. The Mayor, City Manager, Finance Director, City Attorney, City Clerk, and other proper officers, agents, and employees of the City are hereby authorized to take any and all further actions and to execute and deliver any and all other documents which may be necessary in accordance with the intents and purposes of this resolution.

Approved and adopted this 21st day of April, 2026.

CITY OF STATESBORO, GEORGIA

(S E A L)

By: _____
Mayor

Attest: _____
City Clerk

CLERK'S CERTIFICATE

Now comes the undersigned City Clerk of the City of Statesboro, Georgia ("the City"), keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Mayor and City Council in a public meeting properly and lawfully held and assembled on April 21, 2026, the original of which resolution has been entered in the official records of the City under my supervision and is in my official possession, custody, and control.

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

(S E A L)

City Clerk

CITY OF STATESBORO

COUNCIL

Tangie Johnson
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: Cain Smith, City Attorney

Date: April 14, 2026

RE: April 21, 2023 City Council Agenda Items

Policy Issue: *Consideration of water/sewer agreement with North Point Oak Grove, LLC (Developer) in order to serve 39.05 acres at Hwy 67 and Elmer Phillips Drive outside the City limits.*

Recommendation: Approve

Background: Extension of City water and wastewater infrastructure to serve the parcel was requested by Developer. City has advised Developer that there is capacity to serve as requested and reflected in attached contract. Developer would agree to 100% annexation upon contiguity with municipal limits.

Budget Impact: Unknown revenue, cost of project to be borne exclusively by Developer

Council Person and District: N/A

Attachments: Water/Sewer agreement

WATER/SEWER AGREEMENT

GEORGIA, BULLOCH COUNTY

THIS AGREEMENT is entered into as of the 17th day of February , 2026 by and between the **MAYOR AND CITY COUNCIL OF STATESBORO**, a municipal corporation, its assigns and successors, hereinafter referred to as “City”, and **NORTH POINT OAK GROVE, LLC**, a Georgia limited liability company, its assigns and successors, the developer of the project known as Rushing Tract, containing 39.05 acres at 712 Elmer Phillips Drive and GA Hwy 67, Property Tax Number 093 000036 000 and 000018 000108.

WHEREAS, on January 10, 2022 the City entered into a memorandum of understanding (“MOU”) with HS Bulloch Holdings, LLC, as purchaser under a Real Estate Purchase and Sale Agreement regarding the Rushing Tract, and

WHEREAS, pursuant to the MOU, the City agreed to provide water and sewer service to the Rushing Tract, and acknowledged adequacy to serve 72,000 sf of commercial space and 298 dwelling units; and

Whereas, the City subsequently was informed that North Point was granted approval by the County to develop 400 dwelling units, and acknowledged in a letter dated March 2, 2022, to James Polk, Director of Planning and Zoning for Bulloch County, that it would provide water and sewer service for 72,000 sf of commercial space and 400 dwelling units for North Point to the above referenced parcels; and

WHEREAS, on January 17, 2023 the City entered into a Water/ Sewer Agreement with HS Bulloch Holdings, LLC on the subject property; and

WHEREAS, North Point Oak Grove, LLC (“Developer”) is the current owner of subject property; and

WHEREAS, the City and Developer seek to enter into a new assignable Water Sewer Agreement; and

WHEREAS, the engineering design for said water and sanitary sewer systems will be accomplished by competent, professional engineers registered in the State of Georgia;

NOW THEREFORE, the City and Developer covenant and agree as follows:

-1-

City shall approve the designation of the engineer who shall be responsible for the engineering design and inspection in connection with the installation of said water and sanitary sewer systems. The Developer shall be responsible for providing resident inspection during construction and for insuring the engineer’s conformance to area planning, adequacy of design, and conformance to City requirements regarding location, size and depth of lines, capacity and arrangements of lift stations and quality of construction. The Developer shall provide to the City a statement from the project engineer certifying that the materials and workmanship including pipes, bedding, thrust blocks, valves, fire hydrants, manholes, lift station equipment and other related materials and work meet the approved specifications and plans. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and other tests required by the City. All construction, engineering and inspection costs in connection with these systems shall be borne by the Developer. The City will provide only the sewage treatment

facility and the water supply facility adequate to provide service to 72,000 sf of commercial space and 400 dwelling units.

-2-

The Developer will pay a five hundred (\$500.00) dollar non-refundable fee to the City of Statesboro to cover the costs for the City's Consulting Engineers to review plans for compliance with the City's Long-Range Water and Sewer Master Plan. This fee will also cover the costs for said Engineer to update the City's Water and Sewer Master Plan as per the development and to update the City's water/sewer location maps to include this extension of mains. The Developer covenants and agrees to reimburse the City for additional inspection time on unfamiliar contractors until such time as the contractor is approved by the City.

-3-

Both parties covenant and agree that if the project is located outside the limits of the City and is contiguous to the City Limits, that in order to receive utility service from the City, the Developer will agree for the development to be annexed into the City Limits and will formally request annexation by the 100% method, prior to the submittal of any subdivision plat or site plan. The Developer agrees to comply with all City of Statesboro Codes, Ordinances and Regulations applicable to Development and agrees that all inspections and code enforcement shall be conducted by the City of Statesboro and that a City building permit is required. The Developer agrees to submit construction plans to the City for review and to pay all City building permit fees and inspection fees prior to beginning any construction.

-4-

Both parties agree that if the project is located outside the City Limits but is not contiguous to the City Limits, in order to receive utility services from the City of Statesboro, the Developer will agree for the development to be annexed into the City and will formally request annexation by the 100% method at such time as the development becomes contiguous to the City Limits. The Developer requesting water and sewer service for non- contiguous property agrees and covenants with the City that restrictive covenants which are to run with the property will be placed on the property which would require any entity the property is conveyed to, to agree to 100% annexation of the property when it becomes contiguous.

-5-

Both parties covenant and agree that if the project is located outside the City Limits, but is not contiguous to the City Limits, in order to receive utilities from the City, the Developer will agree to comply with the more restrictive development related regulations of the following City or County Ordinances: Drainage Control Ordinance, Sign Ordinance and portions of the Zoning Ordinances which regulate parking, density, building coverage and building set-backs.

-6-

The Developer shall hold the City harmless and indemnify City against any damages due to work associated with the tie on of existing water or sanitary sewer lines.

-7-

Both parties covenant and agree that upon completion of the systems and all related facilities, including all associated water and sewage fees being fully paid for by the Developer (except the sewage treatment facility and the water supply facility) and after the submission of "as

built” drawings (one electronic copy in a format acceptable to the City and two blueprint plans), the City will, subject to approval of the Director of Public Utilities , accept title thereto and assume responsibility for maintenance and operation of those portions located within public easements or rights of way. The acceptance shall include all rights, title and interest that the Developer has in the water and sanitary sewer systems servicing the said project and also all easements and/or rights of way required for the purpose of maintenance thereof. Developer agrees to execute any further documentation, such as a Bill of Sale and/or Easement, upon request of the City as may be necessary to transfer title to the systems. The Developer shall bear the costs for the proper recording of all water and sewer easements. Those portions of the facilities not so conveyed by the Developer such as single use lines, shall remain the responsibility of the Developer or its assigns as to the ownership and maintenance.

-8-

The Developer warrants the water and sanitary sewer systems to include all parts, piping and pumping devices that make up the water or sewer system against defects and improper installation for a period of one (1) year from the date the City accepts the system. During the one (1) year warranty any repairs to the system will be made at the expense of the Developer and any street repairs necessitated for the maintenance and repair of the water system and/or sanitary sewer systems will also be at the expense of the Developer.

-9-

Both parties covenant and agree that all costs, including construction, land, legal and engineering, in connection with the addition and/or installation of the system shall be borne by the Developer. It shall be the Developer’s responsibility to obtain all the necessary regulatory permits

and approvals. It is understood and agreed by and between the parties that the City's sole responsibility will be to provide the sewage treatment facility, the water supply facility and any water and sewer mains that may already be in place.

-10-

It is understood and agreed by and between the parties that there shall be a sanitary sewer connection fee and a separate water connection fee in accordance with the current City rates in effect. The connection fees shall be paid upon issuance of a building permit.

-11-

Developer acknowledges that the City shall be the sole provider of water for consumption or irrigation and covenants and agrees not to obtain a private well or gain water from any source other than the City.

-12-

This agreement may be transferred or assigned in whole by Developer with prior written notice to City of the assignment to ultimate developer of the tract. Any violation of this agreement shall terminate the City's obligation hereunder; provided, however, that City hereby agrees to allow the transfer or assignment of this agreement to a subsequent owner of the Rushing tract, provided that the assignee or transferee assumes and agrees to pay or abide by all obligations of the Developer hereunder.

-13-

This agreement is to be governed by Georgia Law and it is understood and agreed by and between the parties that all provisions of both state and federal law now or hereafter in effect

relating to water and sewage service, while laws may be applicable to the City, shall be applicable to this Agreement.

-14-

Unless terminated by operation of law, this Agreement shall run with the land to the benefit of the Developer's successors and assigns.

IN WITNESS WHEREOF all parties have set their hands and seals on this ___ day of April, 2026.

MAYOR AND CITY COUNCIL OF STATESBORO

BY: _____

ATTEST: _____

Signed, sealed and delivered in the presence of:

Witness

Notary Public

DEVELOPER
NORTH POINT OAK GROVE, LLC

BY: _____
Manager

Signed, sealed and delivered in the presence of:

Witness

Notary Public

CITY OF STATESBORO



COUNCIL

Tangie Johnson, 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
I. Cain Smith, City Attorney

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

To: Charles W. Penny, City Manager
Jason Boyles, Assistant City Manager

From: Darren Prather, Director of Central Services

Date: 4-13-2026

RE: Contract Extensions of **Solid Waste Landfill** and Transportation Contracts

Policy Issue: Purchasing

Recommendation:

Staff recommends an extension of the solid waste disposal agreement with Waste Management of Georgia, Inc. and the extension of the solid waste transportation agreement with Atlantic Services, Inc. for a one (1) year term of with an option to renew for one (1) additional year with both companies. Terms of the contract extensions will be in accordance with the current contract (see attachments) with the City of Statesboro.

Background:

The City of Statesboro currently uses Waste Management of Georgia, Inc. for solid waste disposal and Atlantic Services, Inc. for solid waste hauling. Under the service delivery strategy agreement with Bulloch County, the City of Statesboro provides solid waste disposal and hauling operations to serve all of Bulloch County. The original contracts commenced on July 1, 2021 for one year with four (4) additional one (1) year extensions available. This five year term ends June 30, 2026. We recommend a one (1) year extension with an option to renew for one (1) additional year per the terms and conditions contained in the original contracts (See attachments).

Due to current fuel and market fluctuations staff has determined this approach is in the City's best interest at this time. If approved, the new one (1) year term for these contracts would commence on July 1, 2026 and run until June 30, 2027. Both companies have provided superior and reliable service over the contracted years.

Budget Impact: Landfill expenses will be paid by SPLOST funds; Hauling expenses will be paid with Solid Waste Disposal enterprise revenue in the Solid Waste Disposal

Council Person and District: All

Attachments: Current Disposal and Hauling Contracts

SOLID WASTE DISPOSAL AGREEMENT

THIS SOLID WASTE DISPOSAL AGREEMENT (“Agreement”) is made and entered into this 30th day of June, 2021, by and between the Mayor and City Council of Statesboro, acting by and through its Mayor and City Council (hereinafter referred to as the “City”), and Waste Management of Georgia, Inc., a Georgia corporation doing business as Superior Landfill (the “Contractor”).

WITNESSETH:

WHEREAS, the City is desirous of securing the services of the Contractor to provide disposal services for the solid waste accepted at the City’s transfer station as well as sludge generated at the City’s waste water treatment plant; and

WHEREAS, the Contractor owns and operates a disposal facility and desires to provide to the City the aforesaid solid waste disposal services at the Landfill; and

WHEREAS, the parties hereto desire to set forth terms and conditions for disposal of disposal of the City’s Solid Waste at the Landfill.

NOW, THEREFORE, for and in consideration of the respective covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties agree as follows:

1. DEFINITIONS

(a) Construction and Demolition Waste (“C&D Waste”) - Waste resulting solely from construction, remodeling, repair, or demolition operations on buildings, or other structures, but not inert debris, land clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar non-hazardous material.

(b) Landfill – Contractor’s Superior Landfill located at 3001 Little Neck Road, Savannah, Georgia

(c) Garbage - Dead animals of less than ten (10) pounds in weight that have been slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains, or other animal or vegetable matter including, but not limited to, other foods containers; and all putrescible or easily decomposable waste; animal or vegetable matter which is likely to attract flies or rodents, but excluding sewage and human waste.

(d) Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the federal or state government to be hazardous, toxic, radioactive, volatile, corrosive, flammable,

explosive, biomedical, infectious and/or bio-hazardous as those terms are defined by or pursuant to Federal or State law or regulations.

(e) Medical Waste - Any waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste or those substances excluded from the definition of Solid Waste.

(f) Municipal Solid Waste - Solid Waste resulting from the operation of residential, commercial, industrial, governmental or institutional establishments that would normally be collected, processed and disposed of through a public or private solid waste management service. Municipal Solid Waste never includes Hazardous Waste, Special Waste, Medical Waste, or solid waste from mining or agricultural operations.

(g) Refuse - All nonputrescible waste.

(h) Rubbish/Trash - All waste wood, wood products (but not yard or landscaping waste), chips, shavings, sawdust, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, glass, and mineral or metallic substances.

(i) Services – The waste disposal services described in Section 3 below.

(j) Sludge - discarded material resulting from a wastewater treatment plant, a water supply treatment plant, air pollution control facility, or other discarded material resulting from industrial, commercial, and community activities that is not otherwise prohibited from being received, managed or disposed of at the Landfill by federal, state or local law, regulation, ordinance, permit or other legal requirement, and subject to the profile attached hereto as Exhibit A and the delivery conditions set forth in Section 3 of this Agreement.

(k) Solid Waste - All Municipal Solid Waste, Garbage, Refuse, and Rubbish/Trash, and City Sludge as defined herein, but never (a) Hazardous Waste, Medical Waste or Special Waste, (b) the other items excluded under Section 7 of this Agreement, (c) solid or dissolved materials in domestic sewage, (d) solid or dissolved materials in irrigation return flows, (e) industrial discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act as amended (86 STAT.880), or (f) source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954 as amended (68 STAT.923).

(l) Special Waste - Solid Waste that can require special handling and management, including White Goods, whole tires, used motor oil, lead -acid batteries and Medical Wastes. Also, all treated/de-characterized (formerly hazardous) wastes, polychlorinated biphenyl (“PCB”) wastes; industrial process wastes; asbestos containing material; chemical containing equipment; demolition debris; incinerator ash; medical wastes; off-spec chemicals; sludges; spill-cleanup wastes; underground storage tank (UST) soils; and wastes from service industries.

(m) Transfer Station – the City’s Transfer Station located at 168 Landfill Road in Statesboro, Georgia or any transfer station which accepts the City’s Municipal Solid Waste.

(n) Waste Water Treatment Plant – the City’s facility located at 302 Briarwood Road, Statesboro, Georgia.

2. **AWARD OF AGREEMENT.** The City represents and warrants that it has the authority to enter into this Agreement with the Contractor.

3. **SERVICES PROVIDED.** The Contractor will provide the City with adequate capacity for disposal services for the City’s Municipal Solid Waste, C&D Waste, and City Sludge (subject to the notice provisions hereinbelow) delivered to the Landfill (“Services”) by the City or its subcontractor(s). The City shall not be subject to any minimum or maximum volume requirements under this Agreement, except that the City shall deliver all City Municipal Solid Waste and all Municipal Solid Waste and C&D Waste accepted at the Transfer Station to the Landfill during the term of this Agreement. The anticipated volume of Municipal Solid Waste and C&D Waste delivered by or on behalf of the City to the Transfer Station is 60,000 tons annually. The City also may deliver approximately 4,500 tons per year of non-hazardous sludge generated at the City’s Waste Water Treatment Plant (City Sludge) so long as the material has been profiled and accepted for disposal at the Landfill and conforms to such profile.

Municipal Solid Waste and C&D Waste may be delivered by the City to the Landfill at any time during the facility’s normal business hours. Sludge must be delivered to the Landfill at least one hour before closing.

4. **HOURS OF OPERATION; DELIVERY.** The Landfill shall be open daily and will accept the City Solid Waste for disposal during its posted hours of operation. Operator may, in its discretion, change the hours of operation at the Landfill at any time. Operator may decide to observe any or all of the following holidays by suspension of the Services on such holiday: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

5. **TERM.** The term of this Agreement shall begin on July 1, 2021 (the “Effective Date”), and will expire on June 30, 2022; provided, however, this Agreement shall automatically extend for four (4) additional terms of one year unless one party notifies the other of its decision to terminate the Agreement at least ninety (90) days prior to the expiration date of the then current term.

6. **POINT OF CONTACT.** All contacts between the Contractor and the City shall be directed to the authorized representative designated by the City or his/her successor or designee.

7. **NONCONFORMING WASTE.** The Contractor shall not be required to receive for disposal, dispose of or otherwise handle Hazardous Waste, Medical Waste, Special Waste, Sludge (except as specified herein), toxic substances, waste tires or any other type of waste that is not included in the definition of City Solid Waste as defined in this Agreement, or waste that is prohibited from being received, managed or disposed of at the Landfill by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. any Solid Waste that is mixed with any of the foregoing excluded wastes.

8. **PERMITS, LICENSES AND TAXES.** The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Contractor shall promptly pay all taxes which it is required to pay by local, state and federal laws.

9. **COMPLIANCE WITH LAWS.** Each party shall perform this Agreement in compliance with all applicable state, federal and local laws and ordinances, provided, however, that the terms of this Agreement shall govern the obligations of the Contractor where conflicting City ordinances exist.

10. **LIMITED LICENSE TO ENTER.** When the City is transporting Solid Waste to the Landfill, the City and its employees, representatives or subcontractors shall have a limited license to enter the facility for the sole purpose of off-loading Solid Waste at an area designated, and in the manner directed, by Contractor. City shall comply, and shall ensure that its subcontractors comply, with all rules and regulations of the Landfill, as amended. Contractor may reject waste, deny City or its employees, representatives or subcontractors entry to its facility and/or terminate this Agreement in the event of City's or its subcontractors' failure to follow such rules and regulations.

11. **TITLE.** The Contractor shall provide landfill capacity and accept title to City Municipal Solid Waste, City C&D Waste, and conforming City Sludge (collectively City Solid Waste) upon receipt of such waste at the Landfill. Title to and liability for Nonconforming Waste as set forth in Section 7 above shall remain with the City and/or its contractors, agents, residents or businesses at all times.

12. **CHARGES AND PAYMENTS.** City shall pay to Contractor a tipping fee of \$23 dollars per ton for all City Municipal Solid Waste and C&D Waste delivered by the City to the Landfill, and a tipping fee of \$60 dollars per ton for City Sludge delivered by the City to the Landfill. In the event the volume of City Municipal Solid Waste and City C&D Waste delivered to the transfer station during a contract year falls 10% or more below the estimated annual volume of 60,000 tons, Contractor reserves the right to renegotiate the disposal rate for such materials with the City.

City shall pay for landfill disposal capacity as a capital expenditure with Special Purpose Local Option Sales Tax (SPLOST) funds. In 2019, and in previous years, the electorate of the City of Statesboro and Bulloch County approved a SPLOST ear-marking proceeds for solid waste disposal. The Georgia Attorney General's Office has previously advised Bulloch County that SPLOST proceeds can be used to purchase landfill capacity (air space). The amount of landfill capacity estimated to be purchased by the City shall be calculated by utilizing 0.9 tons per cubic yard of airspace. However, for billing purposes, invoices shall be provided by Contractor to City and paid for on a per ton rate basis.

The fees set forth herein are inclusive of all (i) disposal costs, and (ii) all current environmental fees, host fees, royalties, taxes, federal, state or local fees, or any other administrative or operational fees, costs or charges currently in effect for the Services, except as specifically

provided for under the terms of this Agreement. Contractor shall bill the City monthly for all Services performed in the preceding month, and the City shall pay Contractor's invoices within thirty (30) days of receipt of Contractor's invoice.

If the Agreement is extended, the tipping fee will be adjusted each July 1 by the change in the Consumer Price Index (CPI) over the most recently available 12 month period; provided, no single increase shall exceed four percent (4%). For purposes of this Agreement, CPI shall mean the Consumer Price Index for Garbage and Trash as published by the U.S. Department of Labor.

The fees payable by the City may also be increased to account for: increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Any such increases shall be effective thirty (30) days from the date of receipt of written notice to the City, which notice shall include written documentation of such fees or other information related to the adjustment.

13. **INDEMNIFICATION.** The Contractor agrees to indemnify and save the City harmless from any and all claims, suits, causes of action, judgments, or damages, including damages for care and loss of services because of bodily injury, sickness, or disease, including death resulting therefrom, sustained by it or any other person or persons and because of injury to or destruction of, property, including the loss or use thereof, caused by (in whole or in part), arising out of, or resulting from any act or omission of the Contractor, its agents, servants, and employees. The Contractor further agrees to indemnify the City for any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the Services.

14. **INSURANCE.** During the term of this Agreement, Contractor shall maintain in full force and effect the following insurance:

COVERAGE	LIMITS OF LIABILITY
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability except Automobile	\$1,000,000 each occurrence/\$1,000,000 aggregate
Property Damage Liability except Automobile	\$1,000,000 each occurrence/\$1,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person/\$1,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$1,000,000.00 each occurrence

15. **FORCE MAJEURE.** The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence, except that payments to Contractor for Services rendered prior to the event constituting a force majeure shall not be suspended or adversely affected by a Force Majeure event. "Force Majeure" shall mean:

(a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, act of terrorism, sabotage or similar occurrence, acts

of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, labor shortages, pandemics, epidemics, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;

(b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval essential to the operation of the Contractor; or

(d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement that would be more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, City, or other tax law or workers compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

16. **TERMINATION AND RELATED.** Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein and does not cure said breach or default within fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

17. **NOTICE.** Notice hereunder shall be deemed delivered upon receipt when deposited in the United States mail, registered or certified mail, return receipt requested, or by nationally recognized overnight courier and addressed to the parties at the addresses listed below. The

addresses designated below may be changed from time to time by either party providing written notice in accordance with this paragraph.

City: City of Statesboro
City Hall
P.O. Box 348
Statesboro, GA 30459
Attention: Public Works and Engineering Director

Contractor: Waste Management of Georgia, Inc.
Superior Landfill
3001 Little Neck Road
Savannah, GA 31419
Attention: District Manager

With a copy to:
Waste Management Southern Office
1850 Parkway Circle, Suite 600
Marietta, GA 30067
Attention: Legal Counsel
jfooster@wm.com

18. **ASSIGNMENT.** The Contractor may not assign this Agreement without prior written consent of the City, unless to a parent company, subsidiary, or affiliate of Contractor. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective lawful successors and permitted assigns.

19. **INDEPENDENT CONTRACTOR.** Contractor shall act as an independent contractor pursuant to this Agreement and nothing contained in this Agreement shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City.

20. **SEVERABILITY.** If any provision of this Agreement, or if the application of such provision to any particular person or circumstance, shall to any extent be held by a court of law with jurisdiction over the parties to be illegal or invalid, then such provision shall be modified, if possible, to fulfill the intent of the parties as reflected in the original provision, or else stricken from this Agreement. The remainder of this Agreement, and/or the application of such provision to the persons or circumstances other than those as to which it is held illegal or invalid, shall not be affected thereby, and all other provisions of this Agreement shall remain valid and enforced to the fullest extent permitted by law.

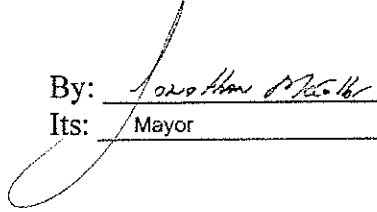
21. **MISCELLANEOUS.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the state of Georgia. No failure or delay by either party to enforce any right, power or privilege hereunder shall operate as a waiver thereof as any ongoing waiver, nor shall any partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or

privilege. Time is of the essence of each and every part of this Agreement. The headings contained in this Agreement are inserted for convenience only and shall not be a part of or affect the meaning and interpretation of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

CITY:

MAYOR AND CITY COUNCIL OF STATESBORO

By: 
Its: Mayor

CONTRACTOR:

WASTE MANAGEMENT OF GEORGIA, INC.

By: _____
Its: _____



Industrial Waste & Disposal Services Agreement

Exhibit A

F. COMMENTS

See Attached

- Waste Management reserves the right to refuse any load or discontinue any waste stream should such waste pose a threat to human health or safety, prove to be operationally challenging, or is in violation of any WM permit.
- All loads must be accompanied by proper shipping paper.
- If Waste Management (WM) received authorization to make changes to your waste profile during the approval process, your acceptance and execution of this Exhibit A confirms the accuracy of the changes.
- If WM (or a WM contracted hauler) is not providing the transportation services, you must ensure that the transporter is licensed and approved to haul the Special Waste and/or Hazardous Waste. All Third Party Transporters must comply with WM Safety requirements and procedures (hard hat, safety glasses, steel-toe boots, and safety vest). If transporting to a CWM facility, a Tyvek suit and respirator are also required.
- Prices quoted herein are valid for 30 days. Unless Waste Management is hired for this project prior to the expiration of this 30 day period in which case pricing remains valid in accordance with the terms of the Service Agreement.
- Pricing is based on the information provided on your profile and the representative data previously submitted. Charges incurred for additional services not listed above will be subject to standard rates and payment of the invoice represents mutual agreement of those charges.
- The fuel surcharge percentage can fluctuate on a weekly basis; www.wm.com/fec.jsp provides the current Fuel Surcharge and DOE average. The actual percentage rate applied to the total project invoice will be determined on the date the load was received.
- Please see profile approval form for special handling instructions. Additional special terms and conditions may be defined on your original quotation.

The work contemplated by this Exhibit A is to be done in accordance with the terms and conditions of the Industrial Waste & Disposal Services Agreement or other contractual agreement between the parties dated: ~~6-30-2021~~ 6-30-2021 Initial City of Statesboro: gm

WM of Georgia Inc.

YOUR ACCEPTANCE OF THESE TERMS CREATES A BINDING AGREEMENT AS FOLLOWS: (I) TYPE OR SIGN YOUR NAME AND TITLE WHERE INDICATED BELOW OR (II) YOUR TENDER OR DELIVERY TO COMPANY OF THE INDUSTRIAL WASTE DESCRIBED IN THE COMPANY APPROVED PROFILE SHEET AND (IF APPLICABLE) CONFIRMATION LETTER SHALL CONSTITUTE YOUR ACCEPTANCE OF THESE TERMS WITHOUT YOUR SIGNATURE.

COMPANY		CUSTOMER	
By: _____	Date: <u>6-29-2021</u>	Signature: _____	Date: <u>06-30-2021</u>
Name: <u>Steve Miller</u>	Name: <u>Jonathan McCollar</u>		
Title: <u>Sales Director - Manufacturing & Industrial</u>	Title: <u>Mayor</u>		

Exhibit A



EZ Profile™

Requested Facility: Superior Landfill Unsure Profile Number: 410977GA
 Multiple Generator Locations (Attach Locations) Request Certificate of Disposal Renewal? Original Profile Number: _____

A. GENERATOR INFORMATION (MATERIAL ORIGIN)

1. Generator Name: Statesboro WWTP
2. Site Address: 302 Briarwood Rd.
(City, State, ZIP) Statesboro GA 30458
3. County: Bulloch
4. Contact Name: Matt Aycock
5. Email: matt.aycock@statesboroga.gov
6. Phone: (912) 681-1161 x606 7. Fax: _____
8. Generator EPA ID: _____ N/A
9. State ID: GA0023108 N/A

B. BILLING INFORMATION

SAME AS GENERATOR

1. Billing Name: Statesboro WWTP
2. Billing Address: 302 Briarwood Rd.
(City, State, ZIP) Statesboro GA 30458
3. Contact Name: Estella Roberson
4. Email: estella.roberson@statesboroga.gov
5. Phone: (912) 681-1161 x600 6. Fax: _____
7. WM Hauled? Yes No
8. P.O. Number: _____
9. Payment Method: Credit Account Cash Credit Card

C. MATERIAL INFORMATION

1. Common Name: POTW Sludge
Describe Process(es) Generating Material: See Attached
Treatment of wastewater at a Municipal POTW.
2. Material Composition and Contaminants: See Attached

1. <u>Municipal POTW Sludge</u>	<u>100%</u>
2.	
3.	
4.	

Total comp. must be equal to or greater than 100% ≥100%
3. State Waste Codes: _____ N/A
4. Color: Various
5. Physical State at 70°F: Solid Liquid Other: Sludge
6. Free Liquid Range Percentage: _____ to _____ N/A
7. pH: _____ to _____ N/A
8. Strong Odor: Yes No Describe: Sewage
9. Flash Point: <140°F 140°-199°F ≥200° N/A

D. REGULATORY INFORMATION

1. EPA Hazardous Waste? Yes* No
Code: _____
2. State Hazardous Waste? Yes No
Code: _____
3. Is this material non-hazardous due to Treatment, Delisting, or an Exclusion? Yes* No
4. Contains Underlying Hazardous Constituents? Yes* No
5. From an industry regulated under Benzene NESHAP? Yes* No
6. Facility remediation subject to 40 CFR 63 GGGGG? Yes* No
7. CERCLA or State-mandated clean-up? Yes* No
8. NRC or State-regulated radioactive or NORM waste? Yes* No
*If Yes, see Addendum (page 2) for additional questions and space.
9. Contains PCBs? → If Yes, answer a, b and c. Yes No
a. Regulated by 40 CFR 761? Yes No
b. Remediation under 40 CFR 761.61 (a)? Yes No
c. Were PCB imported into the US? Yes No
10. Regulated and/or Untreated Medical/Infectious Waste? Yes No
11. Contains Asbestos? Yes No
→ If Yes: Non-Friable Non-Friable - Regulated Friable

E. ANALYTICAL AND OTHER REPRESENTATIVE INFORMATION

1. Analytical attached Yes
Please identify applicable samples and/or lab reports:
TCLP on Statesboro municipal sludge for 2021
2. Other information attached (such as MSDS)? Yes

F. SHIPPING AND DOT INFORMATION

1. One-Time Event Repeat Event/Ongoing Business
2. Estimated Quantity/Unit of Measure: 4452
 Tons Yards Drums Gallons Other: _____
3. Container Type and Size: 30 foot tandem dump trailer
4. USDOT Proper Shipping Name: N/A

G. GENERATOR CERTIFICATION (PLEASE READ AND CERTIFY BY SIGNATURE)

By signing this EZ Profile™ form, I hereby certify that all information submitted in this and all attached documents contain true and accurate descriptions of this material, and that all relevant information necessary for proper material characterization and to identify known and suspected hazards has been provided. Any analytical data attached was derived from a sample that is representative as defined in 40 CFR 261 - Appendix 1 or by using an equivalent method. All changes occurring in the character of the material (i.e., changes in the process or new analytical) will be identified by the Generator and be disclosed to Waste Management prior to providing the material to Waste Management.

I am an Authorized Agent signing on behalf of the Generator, and I have confirmed with the Generator that information contained in this profile, as well as supporting documents provided, are accurate and complete.

Name (Print): Matt Aycock Date: 06/30/2021
Title: WWTP Superintendent
Company: City of Statesboro

Certification Signature

Matt Aycock

THINK GREEN®

QUESTIONS? CALL 800 963 4776 FOR ASSISTANCE Revised November 06, 2020 © 2020 WM Intellectual Property Holdings, L.L.C.

CITY OF STATESBORO



COUNCIL

Tangie Johnson, 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
I. Cain Smith, City Attorney

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

To: Charles W. Penny, City Manager
Jason Boyles, Assistant City Manager

From: Darren Prather, Director of Central Services

Date: 4-13-2026

RE: Contract Extensions of Solid Waste Landfill and Transportation Contracts

Policy Issue: Purchasing

Recommendation:

Staff recommends an extension of the solid waste disposal agreement with Waste Management of Georgia, Inc. and the extension of the solid waste transportation agreement with Atlantic Services, Inc. for a one (1) year term of with an option to renew for one (1) additional year with both companies. Terms of the contract extensions will be in accordance with the current contract (see attachments) with the City of Statesboro.

Background:

The City of Statesboro currently uses Waste Management of Georgia, Inc. for solid waste disposal and Atlantic Services, Inc. for solid waste hauling. Under the service delivery strategy agreement with Bulloch County, the City of Statesboro provides solid waste disposal and hauling operations to serve all of Bulloch County. The original contracts commenced on July 1, 2021 for one year with four (4) additional one (1) year extensions available. This five year term ends June 30, 2026. We recommend a one (1) year extension with an option to renew for one (1) additional year per the terms and conditions contained in the original contracts (See attachments).

Due to current fuel and market fluctuations staff has determined this approach is in the City's best interest at this time. If approved, the new one (1) year term for these contracts would commence on July 1, 2026 and run until June 30, 2027. Both companies have provided superior and reliable service over the contracted years.

Budget Impact: Landfill expenses will be paid by SPLOST funds; Hauling expenses will be paid with Solid Waste Disposal enterprise revenue in the Solid Waste Disposal

Council Person and District: All

Attachments: Current Disposal and Hauling Contracts

SOLID WASTE TRANSPORTATION AGREEMENT

THIS SOLID WASTE TRANSPORTATION AGREEMENT (this "Agreement") is entered into as of the 30th day of June 2021, by and between Mayor and City Council of Statesboro, Georgia (the "City"), and Atlantic Waste Services, Inc. a Georgia Corporation ("Atlantic" or "Atlantic Waste Services").

RECITALS

WHEREAS City of Statesboro owns and operates the Transfer Station (as defined below); and

WHEREAS Atlantic is a provider of transportation services for Municipal Solid Waste from Transfer Stations to EPD approved Subtitle D Landfill facilities; and

WHEREAS City of Statesboro had a Request for Proposals for Waste Hauling Services with "Bid 2021-376 Waste Hauling" on June 1, 2021; and

WHEREAS City of Statesboro desires for Atlantic to deliver such Municipal Solid Waste from the Transfer Station to the Disposal Facility upon the terms and conditions set forth in this Agreement:

AGREEMENT

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Definitions. For the purpose of this Agreement, the following terms shall have meanings set forth below:

(a) "Affiliate" shall have the meaning set forth in Rule 12b-2 of the General Rules and Regulations under the Securities and Exchange Act of 1934, as amended.

(b) "Agreement" means the Agreement between the City and Atlantic Waste Services, as modified, supplemented, or restated from time to time.

(c) "Disposal Facility" means the landfill known as Superior Landfill, owned, and operated by Waste Management of Georgia, Inc. located at 3001 Little Neck Road, Savannah, Georgia in Chatham County, Georgia.

(d) "Disposal Operator" means the Operator of the Disposal Facility.

(e) "Effective Date" means the date first written above.

(f) “Environmental Laws” means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law currently in existence that has been enacted, adopted or amended relating to safety, preservation or protection of human health and the environment (including without limitation, ambient air, surface water, groundwater, land, or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials, including, without limitation, any matters related to Releases and threatened Releases of materials and substances.

(g) “Fees and Taxes” means any federal, state, local or other taxes, assessments, fees, surcharges or similar charges directly or indirectly related to the services provided by Atlantic pursuant to this Agreement which are imposed on either the City or Atlantic Waste Services with respect to the operation of the Transfer Station by law, ordinance, rule, order or regulation and/or agreement with a governmental authority, whether existing as of the Effective Date or as implemented or modified thereafter and whether imposed retroactively or prospectively related to the Transfer Station operation.

(g.1) “Changes in Law”, as it relates to the transportation of Waste from the Transfer Station to the Disposal Facility, means any amendment to, or promulgation of, or change in the interpretation or enforcement of any federal, state, or local statute, regulation, ordinance, levy, tax, or surcharge after the Effective Date of this Agreement.

(h) “Force Majeure” means any event relied upon by Atlantic Waste Services or the City, as applicable, as justification for delay in or excuse from complying with any obligation required of Atlantic Waste Services or the City, as applicable, under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) any act of any federal, state, City or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise affects this Agreement or any permits or licenses of the Transfer Station and/or the Disposal Facility with respect to the acceptance and/or disposal of Waste at the Transfer Station or the Disposal Facility; (iii) the denial, loss, suspension, expiration, termination, failure of renewal, or the attainment of any maximum disposal amounts within any applicable time period, of any permit, license or other governmental approval required to dispose of and/or accept Waste at the Transfer Station or the Disposal Facility; (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, City, or local law, rule, permit, regulation or ordinance after the date of this Agreement, applicable to the obligations of Atlantic Waste Services or the City related to the Transfer Station operations, as applicable, under this Agreement; (v) the institution of a legal or administrative action, or similar proceeding, by any person or entity which delays or prevents any aspect of the acceptance and/or disposal of Waste at the Transfer Station or the Disposal Facility; or (vi) the Disposal Operator’s refusal or inability to accept Waste.

(i) “Hazardous Materials” means any pollutant, contaminant, hazardous or toxic substance, constituent, or material, including, without limitation, petroleum products and their derivatives, or other substances, regulated under or pursuant to any Environmental Laws. The term “Hazardous Materials” also includes any pollutant, contaminant, hazardous or toxic

substance, constituent, or material, including without limitation, petroleum products and their derivatives, or other substance that is, after the date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

(j) “Hazardous Waste” means any waste regulated under or pursuant to any Environmental Laws. The term “Hazardous Waste” also includes any waste that is, after the date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

(k) “OSHA” means the Occupational Safety and Health Act of 1970, as amended, and all rules and regulations promulgated thereto.

(l) “Premises” means the real property where the Transfer Station and Wastewater Treatment Plant are located.

(m) “Release” means any release, spill, emission, leaking, pumping, injection, deposit, discharge, dispersal, leaching or migration into the indoor or outdoor environment, including, without limitation, the movement of Hazardous Materials through the ambient air, soil, subsurface water, groundwater, wetlands, lands, or subsurface strata.

(n) “Ton” means 2,000 pounds.

(o) “Transfer Station” means the City of Statesboro Transfer Station located at 168 Landfill Road, Statesboro, Georgia 30458.

(p) “Wastewater Treatment Plant” means the City of Statesboro’s Plant located at 302 Briarwood Road, Statesboro, Georgia 30458.

(q) “Unacceptable Waste” means any and all solid waste which the Transfer Station is not authorized to accept for disposal pursuant to its then existing permits, licenses and approvals, including without limitation, highly inflammable substances, Hazardous Materials, Hazardous Waste, liquid wastes, certain pathological and biological wastes, explosives, radioactive materials, and other materials deemed by State and Federal law, or in the reasonable discretion of the City or Atlantic Waste Services to be dangerous or threatening to the environment or the operations conducted at the Transfer Station.

(r) “Waste” means all non-hazardous solid waste delivered to the Transfer Station which the Transfer Station is permitted to accept pursuant to its then existing permits, licenses, and approvals.

2. **Term.** Unless earlier terminated pursuant to Section 5 of this Agreement, the term of this Agreement shall be an initial term of one year and will commence on July 1, 2021. This agreement shall automatically extend for four (4), one-year, additional terms unless one party notifies the other of its decision to terminate the agreement at least ninety (90) days prior to the expiration date of the then current term. The parties may agree to renew, modify, or amend the current agreement at any time.

3. **Compensation, Billing and Payment.**

- (a) Compensation -Base Per Ton Fee Subject to the adjustments provided for below, the City of Statesboro shall pay to Atlantic a fee of \$ **15.50** per Ton, which amount includes all Fees and Taxes as of the commencement of the agreement, for Waste transported to the Disposal Facility pursuant to this Agreement (the “Compensation”). All loads hauled by Atlantic will be billed with an 18 tons per load minimum requirement.
- (b) Compensation for Hauling Tires Subject to the adjustments provided for below, the City of Statesboro shall pay Atlantic a flat fee of **\$800** per load to haul tires from the City Transfer Station in City owned trailers to Liberty Tire in Jackson, Georgia. Should a different location become necessary in the future for tire disposal, this flat fee shall be renegotiated by the parties.
- (c) CPI annual increase On the first day of each term, following the initial term, the fees for services may be adjusted in accordance with the percentage of increase based on the annual increase of the CPI Urban Consumer-Garbage and Trash Collection Index for the preceding year (June-June) up to a maximum of 4%.
- (d) Fuel Surcharge The base per ton fee for services (section 3(a)), are based on the On-Highway Low Sulfur Diesel Fuel price of **\$3.00** per gallon per the EIA Lower Atlantic Index. A fuel surcharge adjustment shall be applied on a monthly basis to offset fluctuations in fuel pricing in accordance with the posted price per gallon at the beginning of each month. For each \$.10 per gallon increase or decrease above or below \$3.00 per gallon a 1% per ton increase or decrease shall be applied to the base per ton fee.
- (e) Atlantic shall also maintain the RIGHT TO PETITION the City for an adjustment in rates at any time due to some unforeseen or significant increase in the cost of doing business. Such an increase could be due to a change in State or Federal laws that could affect the landfill disposal location or cost in trucking operations. In the event of the need for such a request, Atlantic shall make a formal request in writing and must justify it with evidence to support such a request. The request will be presented to the City Council for approval and such request shall not be unreasonably withheld.
- (f) Billing and Payment of Compensation. Atlantic shall send to City of Statesboro a monthly invoice showing the total tons hauled for the month, which invoices shall provide a detailed breakdown of each load hauled and the Compensation amount owed based on the Compensation amount per ton as shown in section 3(a) and 3(c) of this agreement. City of Statesboro shall pay Atlantic the full amount of the invoice within 30 days of receipt of such invoice. In the event of any dispute regarding any invoice, or any portion thereof, the parties hereto agree to (i) supply

one another with the appropriate supporting information with respect to each dispute, and (ii) use reasonable efforts to promptly resolve any such dispute. Atlantic shall obtain and furnish to City of Statesboro any appropriate receipts, weight tickets, or other data furnished to Atlantic by the Disposal Facility in connection with the disposal of Waste from the City of Statesboro Transfer Station to the Disposal Facility.

4. Delivery/Loading and Acceptance of Waste at the Transfer Station.

(a) Equipment. Atlantic shall, at its own expense, or through its subcontractors, provide the equipment and materials (including, without limitation, a sufficient number of trucks, tractors, electric tarpaulins and other required equipment, as specified in bid 2021-376) necessary to transport the Waste from the Transfer Station to the Disposal Facility and to handle any increase in the volume of the Waste delivered to the Transfer Station whether such increase is related to an increase in daily permitted capacity of the Transfer Station or otherwise (collectively, the "Equipment"). Atlantic Waste Services shall furnish transfer trailers in good working order. Atlantic shall provide equipment that is in good, clean, sanitary condition, free of contaminants and suitable for performing Atlantic's obligations pursuant to this Agreement. The City and Atlantic acknowledge that Waste received at the Transfer Station may vary in quantity from day to day, and that the City shall be responsible for proper loading of trailers to allow Atlantic the ability to transport volumes safely and efficiently to the Disposal Facility. The City acknowledges and agrees that it is imperative that Waste be accepted and loaded by the City into Atlantic Transfer Trailers at the Transfer Station in a reasonable amount of time and that such loading of trailers will not cause any damage to the trailers by the City. In the event the trailers are damaged by the city during the loading process, the city agrees to compensate Atlantic for the cost of repair of such damages. The City shall maintain ownership of trailers used to haul waste from the City Wastewater Treatment Plant and the City shall be responsible for all maintenance and repairs needed on said trailers.

(b) Maintenance and Repair of Equipment Atlantic shall, at its own expense, or through its subcontractors, maintain the Equipment in good repair, condition, and appearance to assure minimum service interruption and to assure that the Equipment is safe and in full compliance with the terms of this Agreement and all applicable laws, regulations, rules, ordinances, or statutes. Atlantic agrees not to perform any major maintenance of the Equipment while at the Transfer Station or the Disposal Facility without the consent of the City. Atlantic accepts all risks of depreciation, loss or damage to the Equipment used in connection with Atlantic's obligations pursuant to this Agreement, and agrees to pay all operating costs, license plates, permits, taxes and other costs associated with ownership of this Equipment.

(c) Employees of the City. The City shall provide competent, able, and legally qualified employees to operate the Equipment used for loading trailers at the transfer station and provide adequate supervision of their actions. All expenses relating to the City's employees shall be paid directly by the City. The City's employees shall operate the Equipment in an efficient, safe, and lawful manner and in full compliance with federal, state, and local laws, regulations, rules, ordinances, or statutes applicable thereto. The city assumes responsibility for and agrees to indemnify Atlantic Waste Services and the Disposal Facility from any negligent

acts or omissions of its employees, agents and others working under the City's direction. The City shall be responsible for maintaining the permit required to own and operate a solid waste transfer station in Georgia and shall bear the responsibility to remain in compliance with laws and regulations that apply to transfer stations.

(d) Licenses and Land Permits for Operations. The City and Atlantic represents and warrants that (i) it has secured and provided copies of all applicable licenses, permits and approvals of all types as required by any local, state, or federal legislation, regulations, or ordinances to perform its obligations under this Agreement and (ii) there are no proceedings which have been instituted or threatened or are anticipated seeking the suspension, termination, modification, revocation, alteration, or amendment of any such licenses or permits, or to declare any of them invalid in any respect and the operation does not know of any reason for such revocation.

(e) Operations and Facility Maintenance. Atlantic, or its subcontractors shall be solely responsible for all aspects of the transportation of Waste from the Transfer Station to the Disposal Facility and agrees to operate the Equipment and otherwise perform its obligations set forth in this Agreement in a safe manner, according to generally accepted standards for the solid waste industry, under the direction and supervision of qualified, trained personnel and in full compliance with (i) the terms and conditions of this Agreement and (ii) all applicable permits, licenses, laws, ordinances, rules, regulations and orders, speed limits and other highway and traffic safety laws. Atlantic Waste Services shall be solely responsible for tarping and untarping the Atlantic trailers prior to and after loading of the City's trailers at the Transfer Station on a "Drop and Hook" basis. Atlantic shall not allow any Waste to fall out of its trailers during the hauling and transportation of Waste to and from the Disposal Facility. Notwithstanding anything to the contrary set forth in this Agreement, Atlantic agrees that the vehicles delivering Waste pursuant to this Agreement will only transport Waste which is loaded into such trailers at the Transfer Station. The City shall provide access to the facility outside normal operating hours to Atlantic's employees involved in the transportation of waste.

(g) Conversion of loading operations at the transfer station. At any time during the term of this agreement, the two parties may mutually agree to change the loading operations at the transfer station from the Cities responsibility to Atlantic's. Such a change could change the rate of compensation and would be made jointly through a contract amendment to the original agreement.

(h) Use of Atlantic's Transfer Station Both parties recognize Atlantic operates its own permitted Transfer Station for Solid Waste located at 4795 US Highway 301 in Bulloch County. In an emergency case resulting in the inability of the city to load trailers at its Transfer Station due to equipment failure, needed facility repairs, inoperable scales, traffic disruptions or cases of force majeure, the Atlantic Transfer Station would be made available for a disposal alternative for the city and county and any other 3rd party volumes at a rate of \$40 per ton. This fee would be subject to the same compensation adjustment provisions as stated in section 3 of this agreement. This is provided simply as a backup plan in an emergency or as a means of improving efficiencies for either the city or county on a regular or as needed basis. This fee could be segregated for transportation and disposal cost and billed in a manner consistent with the City's desire to pay for disposal costs with SPLOST funds.

(h) Identification. All vehicles of Atlantic entering the Transfer Station and the Disposal Facility shall display proper identification.

(i) Ownership of Waste. Ownership of Solid Waste shall pass to Atlantic upon loading into Atlantic's trailers at the Transfer Station. Atlantic shall have sole and complete responsibility for the Solid Waste until the Solid Waste is disposed of at the Disposal Facility.

(j) Unloading Rights of Atlantic Waste Services. The City acknowledges and agrees that efficient and expedient loading procedures at the Transfer Station are important to Atlantic Waste Services and the City agrees to take all reasonable and necessary steps to facilitate efficient and expeditious loading procedures at the Transfer Station.

(k) Surrender at End of Term. It is understood that upon the last day of any Term or extension or upon the earlier termination of this Agreement pursuant to the provisions hereof and irrespective of when and how such termination occurs, Atlantic shall have no right, title, or interest in and to the Transfer Station Premises.

(l) Prorations. If any payments, rights, or obligations under this Agreement (whether relating to Fees and Taxes, insurance or to any other provision of this Agreement) relate to a period in part before the Effective Date or in part after the date of expiration or termination of the Term, the parties hereto agree that appropriate adjustments and prorations shall be made.

(m) Sufficiency of Personnel and Equipment. Atlantic shall provide a sufficient quantity of personnel and equipment to allow City to completely remove all waste necessary for the Transfer Station to be clean and clear at the end of each and every day and have no excess accumulation of sludge at the Wastewater Treatment Plant.

(n) Left blank intentionally.

(o) Eminent Domain.

(i) Entire Premises. In the event the entire area of the Premises including, without limitation, the Transfer Station, shall be acquired by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof, and such taking relates to the entire fee simply title to the Premises, as well as to the entire right, title and interest of the City, the rights and obligations of the parties hereunder shall terminate as of the date of such taking.

(ii) Partial Taking. If, during the Term, a portion (but less than all) of the Premises shall be acquired by authority of any government or governmental agency in the exercise of its power of eminent domain, or by private purchase in lieu thereof, and the permits and licenses regulating the Transfer Station are modified to reduce the permitted capacity of volume at the Transfer Station, Atlantic Waste Services and the City shall use good faith to negotiate amended fees payable to the Atlantic pursuant to Section 3(a) of this Agreement.

(p). Exclusivity. During the Term, Atlantic shall be the sole and exclusive provider of transportation services from the Transfer Station to the Disposal Facility.

5. Representations and Warranties of Atlantic. Atlantic represents and warrants to The City as follows:

(a) Atlantic is a Georgia Corporation duly organized, validly existing and in good standing under the laws of the State of Georgia.

(b) This Agreement has been duly executed and delivered by Atlantic and constitutes a legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms, except as the same may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and general equitable principles regardless of whether such enforceability is considered in a proceeding a law or in equity.

(c) Atlantic has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Atlantic has taken all action necessary to authorize the execution and delivery of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated hereby to be consummated by it

6. Insurance. Atlantic and any of its subcontractors shall always maintain during the Term, insurance coverage as reasonably requested by the City, including, without limitation, the following:

- | | | |
|-----|--|------------------------|
| (a) | Workers' Compensation | \$1,000,000/occurrence |
| (b) | Employers General Commercial Liability | \$1,000,000/occurrence |
| (c) | Employers Automobile Liability | \$1,000,000/occurrence |
| (d) | Umbrella Liability | \$2,000,000/occurrence |
| (e) | Excess Liability Umbrella | \$10,000,000/primary |

All such insurance coverage shall remain in full force and effect during the term of this agreement and no change in coverage's will be made without notifying the City. The City shall be named as an additional insured under all of Atlantic's insurance policies, except for worker's compensation policies. Atlantic agrees to waive all rights to subrogation against The City in connection with any claims and/or damages covered by any of the insurance policies required under this Section and Atlantic shall cause all such insurance policies to provide that the insurance company waives all right of recovery by way of subrogation against The City in connection with any claims and/or damages covered by such policies. Certificates of insurance evidencing the requirements set forth above shall be delivered to the City prior to commencing any services. Atlantic agrees that should it subcontract any or all its duties and obligations under this Agreement, Atlantic shall deliver to The City each subcontractors Certificates of insurance

evidencing compliance with the requirements of this Section; such insurance certifications shall be delivered prior to a subcontractor commencing any duty and/or obligation of the City hereunder.

7. **Indemnification**. Atlantic and any of its subcontractors agrees to indemnify and save harmless the City and its parent corporations, subsidiaries and Affiliates and the officers, directors, shareholders, agents, employees and attorneys thereof, from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including reasonable costs of defense, settlement, court costs, reasonable attorneys' fees and expert witness and consultation fees), caused by or resulting from (i) any negligent or willful act or omission of Atlantic, its agents or employees in connection with this Agreement, or (ii) a breach by Atlantic of any of the covenants, agreements, representations or warranties of Atlantic set forth in this Agreement.

8. **Performance Bond is not required.**

9. **Notices**. All notices or other communications to be given hereunder shall be in writing and shall be sent by email or overnight delivery or registered or certified United States mail, return receipt requested, properly addressed as follows:

To Atlantic Waste Services: Atlantic Waste Services
125 Pine Meadow Parkway
Pooler, Georgia 31322
912-964-2000 (office)
Attention: Ben Wall
Ben@atlanticwaste.com (e-mail)

To City: City of Statesboro
P.O. Box 348
Statesboro, Georgia 30459
912- 764-5468
Attention: John Washington, Director of Public Works
& Engineering
John.Washington@statesboroga.gov (e-mail)

10. **Assignment** Other than by operations of law, Atlantic shall not assign this Agreement or any right accruing under the Agreement, in whole or in part, without the express written consent of the City, which consent shall not be unreasonably withheld. In event of an assignment, the assignee shall assume all responsibilities under this Agreement and liabilities of Atlantic in writing.

11. **Termination of Agreement** Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein and does not cure said breach or default within fifteen (15) days after the other party has

given the party breaching or defaulting written notice of such breach or default, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing on waiver of the same or any subsequent breach or default.

12. Miscellaneous. This Agreement sets forth the entire Agreement and understanding of the parties hereto with respect to the subject matter of this Agreement and supercedes all arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either party hereto. This Agreement may not be modified, amended, supplemented, canceled, or discharged, except by written instrument executed by all the parties hereto. There are no restrictions, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to herein. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted the waiver. The provisions of this Agreement are independent of and severable from each other and no provision shall be affected or rendered invalid or unenforceable by any provision may be invalid or unenforceable in whole or in part. Except as contemplated in Section 11 of this Agreement, this Agreement is not intended to confer upon any third parties, other than the parties hereto, any rights or remedies. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia. Sections 3(b), 4(h), 4(o), 5, 6, 10, 11, 12, 13, 14 of this Agreement shall survive the termination of this Agreement for any reason. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. In the event of any legal action or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover from such losing party all its costs and expenses incurred in connection with such proceeding, including, without limitation, courts costs, reasonable attorney's fees and expert witness and consultation fees, incurred at either the trial level or the appellate level.

13. Laws Governing Contract This contract shall be in accordance with the laws governing the State of Georgia. The parties stipulate that this contract was entered into in the county of Bulloch, in the state of Georgia. The parties further stipulate that the County of Bulloch, Georgia is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

14. Confidentiality. The City agrees that it shall not, except as required by law or valid legal process or with the written consent of the other party to this Agreement, disclose the terms of this Agreement to any person, firm, corporation, association or other entity for any purpose or reason whatsoever, unless required by law or judicial order.

15. Arm's Length Negotiations. Each party hereto expressly represents and warrants to all other parties hereto that (a) before executing this Agreement, said party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said party has relied solely and completely upon its own judgment in executing this Agreement; (c) said party has had the


opportunity to seek and has obtained the advise and counsel before executing this Agreement; (d) said party has acted voluntarily and of its own free will in executing this Agreement; (e) said party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the parties hereto and their respective counsel.

16. Construction. The parties hereto agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumptions or burdens of proof shall arise favoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. If any party hereto has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty, or covenant.


17. Independent Contractor Atlantic shall act as an independent contractor with respect to equipment and performance of services under this Agreement. Atlantic shall be responsible in all respects for the hiring, employment, safe working conditions, and compliance with all labor and commercial motor carrier regulations under this Agreement. Nothing contained in this Agreement shall constitute or designate Atlantic or any of its agents or employees as agents or employees of the City.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first written above.

Mayor and City Council of Statesboro

By: 
Name: Jonathan McCollar
Title: Mayor
Date: 8-11-2021

Atlantic Waste Services.

By: 
Name: Ben B. Wall Jr
Title: President
Date: 8-3-21



City of Statesboro
PUBLIC UTILITIES DEPARTMENT

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

*912.764.0693
912.764.0928 (Fax)*

To: Mr. Jason Boyles
Assistant City Manager

From: Matt Aycock
Director of Public Utilities

Date: 4/14/2026

RE: Recommendation of Bidder

Policy Issue: Purchasing

Recommendation: Consideration of a motion to award a contract to D. Lance Souther Inc. in the amount of \$153,000.00, for the Belair Subdivision Gas Main & Service Replacement Project with the approval to spend up to \$250,000. Project to be paid for with funds in the Natural Gas CIP budget item # NGD-106 using 2025 SPLOST.

Background: In an ongoing effort to provide the City of Statesboro with safe and reliable natural gas, this project will replace approximately 4200 feet of aging steel gas mains and 12 steel gas services with new plastic mains and services. The project was properly advertised and bid, and four qualified bids were received and opened. The low bid was from D. Lance Souther Inc. in the amount of \$153,000 which is below the total budgeted amount of \$250,000.00. However, we are requesting approval to spend up to the total budgeted amount of \$250,000.00 (based on the contractor's unit pricing) to facilitate natural gas extension into unserved areas within the Belair Subdivision, thereby enhancing service to the customers in this area. The initiative will also contribute to increasing natural gas capacity in the high-growth area surrounding the Belair Subdivision.

It is the recommendation of staff and our consulting engineers at Sapp Engineering to award the contract to D. Lance Souther Inc. In our opinion, they have the resources and experience to successfully complete the project as bid.

Budget Impact: Funds were approved in the FY2026 CIP, Item # NGD-106, using 2025 SPLOST.

Council Person and District: All

Attachments: Engineering award recommendation letter and bid abstract.



Specializing in Natural Gas Engineering • Project Management • Associated Services

P. O. Box 26097 • Macon, GA 31221 • (478) 342-0386 • info@sappengineering.com

April 6, 2026

Darren Prather
City of Statesboro

Re: Belair Subdivision Gas Main & Service Replacement Project Bid Results and Recommendation

Attached is the Bid Tab Sheet for the bids submitted for the Belair Subdivision Gas Main & Service Replacement Project.

All bids have been checked for accuracy and are included on the attached.

Based on the results of the bids and the fact that they have done acceptable work for several municipalities in the past, I recommend awarding the project to the low bidder, D. Lance Souther Inc. for the amount of \$153,000.

The actual project cost will be based on the installed quantities.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Baker".

Jason Baker

BID TABULATION

Project: City of Statesboro, Belair Subdivision Gas Main & Service Replacement Project

BID OPENING DATE: 4-2-2026

ITEM NO.:	ITEM DESCRIPTION:	BIDDERS NAME:		D LANCE SOUTHER INC		EQUIX		SEC		W.L. Griffin	
		QUANTITY		UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$
1	Install 2" PE Gas Main with tracer wire by HDD at 3 ft minimum depth.	4680	FT	\$25.00	\$117,000.00	\$32.25	\$150,930.00	\$26.05	\$121,914.00	\$39.68	\$185,702.40
2	Tie into existing 2" PE gas main	2	EA	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00	\$4,100.00	\$8,200.00	\$2,062.50	\$4,125.00
3	Tie existing 1-1/4" PE main over to the new 2" PE gas main	1	EA	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$4,023.15	\$4,023.15	\$1,625.00	\$1,625.00
4	Tie into existing 2" steel gas main using TDW Short Stop 3 way tee or equivalent. (This is a one way feed)	1	EA	\$4,500.00	\$4,500.00	\$7,500.00	\$7,500.00	\$6,088.85	\$6,088.85	\$4,875.00	\$4,875.00
5	Install 2" PE gas valve with valve box (Locations will be determined in the field)	4	EA	\$500.00	\$2,000.00	\$850.00	\$3,400.00	\$886.46	\$3,545.84	\$650.00	\$2,600.00
6	Replace long side gas service (include EFV, riser, and meter valve)	8	EA	\$2,000.00	\$16,000.00	\$2,800.00	\$22,400.00	\$4,224.11	\$33,792.88	\$2,375.00	\$19,000.00
7	Replace short side gas service (include EFV, riser, and meter valve)	4	EA	\$1,000.00	\$4,000.00	\$2,200.00	\$8,800.00	\$3,609.83	\$14,439.32	\$1,875.00	\$7,500.00
8	Install pipeline markers supplied by Owner	8	EA	\$250.00	\$2,000.00	\$150.00	\$1,200.00	\$67.43	\$539.44	\$100.00	\$800.00
				Total Bid	\$153,000.00		\$202,730.00		\$192,543.48		\$226,227.40
				Amount Shown on Bid	\$153,000.00		\$202,730.00		\$192,543.48		\$226,227.40

PREPARED & CHECKED FOR ACCURACY BY Jason Baker - SAPP ENGINEERING & SERVICES

CITY OF STATESBORO

COUNCIL

Tangie Johnson, 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
I. Cain Smith, City Attorney

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

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

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

Date: April 14, 2026

RE: Task Order 2 with Michael Baker International for Engineering Design Services for the Creek on the Blue Mile Bridges, STM-34

Policy Issue: Purchasing

Recommendation:

Engineering staff recommends approval of Task Order 2 under the Master Service Agreement for continuation of the design of the Creek on the Blue Mile Bridges for \$958,977.31.

Background:

Michael Baker International, Inc. (MBI) was selected as the most qualified firm, and City Council approved staff to enter negotiations with MBI on August 19, 2025. After successful negotiation, it was agreed to create a master service agreement with a task orders system to manage the design of this project due to the complexity. The Master Service Agreement with MBI was approved by Council on November 18, 2025, along with Task Order 1.

MBI has submitted Task Order 2 with a defined scope for next steps, while Task Order 1 is still in progress. The scope items and costs proposed were negotiated. This task order will include project management, continuation of traffic data analysis items, environmental studies with the required public involvement coordination, utilities coordination, as well as development of initial road and bridge concepts. These are preliminary design items required by the GDOT Plan Development Process. The duration of Task Order 2 is nine months. Atlas Technical Consultants performed an independent cost estimate for the services provided in Task Order 2, and the estimate was within 6.6% of the total amount proposed by MBI. There will be additional task orders required to complete the design.

To date, MBI has completed field survey work, traffic data collection, and submitted environmental survey boundaries to GDOT for approval.

Budget Impact: Task Order #2 is not to exceed \$958,977.31. Actual cost will be based on the quantity of work completed according to the billable rates listed in the agreement, plus the fixed fees listed for each subconsultant. GDOT has awarded \$3 million to the City for design of the bridges, and the GDOT funds will be used to fund this work. Task Order #1 was approved in the amount of \$100,000, and \$19,703.59

has been spent to date. The overall cost of the design of the bridges is estimated to be between \$3 million and \$3.5 million.

Council Person and District: Paulette Chavers, District 1 and Ginny Hendley, District 3

Attachments: Task Order 2 with Michael Baker International, Inc.

Copy: Darren Prather, Director of Central Services
Cain Smith, City Attorney
Marcos Trejo, P.E., Assistant Director of Public Works

CLIENT SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”) is entered into this _____ day of _____ 20__ (“Effective Date”) by and between **Michael Baker International, Inc (“MICHAEL BAKER”)**, and the **City of Statesboro (“CLIENT”)**. **CLIENT** and **MICHAEL BAKER** may be referred to individually as a “Party” and collectively as the “Parties” herein.

WHEREAS, CLIENT is undertaking the project for the **Bridges on the Blue Mile (“Project”)**;

WHEREAS, CLIENT desires **MICHAEL BAKER** to perform certain services in connection with the Project as set forth herein, and **MICHAEL BAKER** desires to perform such services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **SCOPE/SCHEDULE OF SERVICES.** **MICHAEL BAKER** shall perform the services more fully described in **Exhibit A** hereto, as may be amended from time to time by the Parties as set forth herein (collectively, “Services”). The Services will be furnished in accordance with applicable Federal, State and local laws. **MICHAEL BAKER** shall have no responsibility for any construction activities, means, methods, techniques, sequences, procedures and/or safety programs or precautions employed on the Project. If **MICHAEL BAKER** reviews any shop drawing, product data, samples or other submittal as a part of the Services, such review is limited to checking for general conformance with the design concept contained in the final released for construction design of **MICHAEL BAKER**, and no other purpose whatsoever. The Services will be furnished in accordance with the mutually agreed upon schedule set forth in **Exhibit B** hereto (“Services Schedule”), subject to any subsequent mutually agreed upon Services Schedule change or **MICHAEL BAKER** right to a Services Schedule extension as may be provided for in this Agreement.
2. **STANDARD OF CARE.** The only standard of care applicable to the Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at that time and at the Project locale. No fiduciary relationship has been created or exists by virtue of the Agreement or the Services. Notwithstanding anything in this Agreement to the contrary, **MICHAEL BAKER** has not made, does not make, and specifically negates and disclaims any implied or express warranty or guarantee of any kind or character relative to the Services including, without limitation, any warranty of fitness for a particular purpose, any warranty of merchantability, and/or any implied warranty of habitability.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **MICHAEL BAKER** for the Services as provided herein and **Exhibit C** hereto. **MICHAEL BAKER** will invoice **CLIENT** for the Services performed on a monthly basis and, unless a shorter period is specified under applicable law, **CLIENT** shall issue payment to **MICHAEL BAKER** no later than 30 days from the date of receipt of **MICHAEL BAKER’s** invoice. **MICHAEL BAKER** shall be entitled to interest at the rate of 1.5% per month on any outstanding sum due **MICHAEL BAKER** for the Services. **MICHAEL BAKER** does not waive and fully reserves any and all mechanics’ or other lien rights for any unpaid Services.

CLIENT's payment obligations to **MICHAEL BAKER** under this Agreement shall survive termination or completion of the Services or this Agreement.

4. **MICHAEL BAKER DELIVERABLES.** **MICHAEL BAKER** shall retain all ownership, title and right (including copyright, patent, intellectual property and common law rights) in and to all designs, calculations, drawings, specifications, reports, technical data and/or any other documents prepared or furnished by or on behalf of **MICHAEL BAKER** in connection with the Services (collectively, "Deliverables"). Conditioned upon **MICHAEL BAKER** timely receiving payment of all sums due under this Agreement, **CLIENT** will have a non-exclusive license to use the Deliverables only for constructing, operating and/or maintaining the Project. Failure to pay **MICHAEL BAKER** for its Services or termination of this Agreement prior to completion of the Services or Deliverables shall terminate the foregoing license. Use of or reliance upon any preliminary or incomplete Deliverables, re-use of any Deliverables without **MICHAEL BAKER's** prior written approval, modification of any Deliverables without written verification or adaptation by **MICHAEL BAKER** (at an additional cost) for the specific purpose identified, or any other unauthorized use of the Deliverables shall be at **CLIENT's** risk and without liability to **MICHAEL BAKER**. **CLIENT** shall indemnify and hold **MICHAEL BAKER** harmless from and against any liability, damage and/or loss (including, without limitation, attorneys' fees or other legal costs) incurred by **MICHAEL BAKER** relating to any unauthorized use, re-use or modification of any Deliverables by **CLIENT**.
5. **CLIENT OBLIGATIONS.** **CLIENT** shall timely coordinate any services being performed by separate consultants of **CLIENT** with the Services of **MICHAEL BAKER**. **CLIENT** shall timely review and approve of all interim Deliverable submissions of **MICHAEL BAKER**, and timely provide any submittal to be reviewed by **MICHAEL BAKER** as a part of the Services to avoid detrimentally impacting the Services or the Services Schedule. **CLIENT** shall timely furnish to **MICHAEL BAKER** any information or documentation of **CLIENT** which may bear upon or impact the performance of the Services. **CLIENT** shall ensure that **MICHAEL BAKER** and its applicable subconsultants are permitted to attend Project meetings of **CLIENT** which relate to or may impact the Services.
6. **CHANGES/IMPACTS.** **CLIENT** has the right to request changes in the Services prior to completion of the same; provided, however, that **MICHAEL BAKER** shall not be obligated to perform any requested change in or to the Services without a written change order executed by the Parties. In the event **MICHAEL BAKER** elects to furnish additional services without an executed change order, any such additional services shall be compensated by **CLIENT** on a Time and Material basis plus **MICHAEL BAKER's** other direct expenses and costs (inclusive of any subconsultant fees and costs). The compensation due **MICHAEL BAKER** under this Agreement and the Services Schedule shall be equitably increased and extended, respectively, to address any change, delay, disruption, acceleration, or other impact to the Services caused by any Force Majeure Event (defined below). No **MICHAEL BAKER** claim for additional compensation or time shall be waived or limited by lack of written notice if **CLIENT** has actual or constructive knowledge of the condition, event, or circumstance giving rise to **MICHAEL BAKER's** claim.

7. **INDEMNIFICATION.** Notwithstanding anything to the contrary in this Agreement and subject to any applicable limitation of liability herein, **MICHAEL BAKER** shall only be obligated to indemnify and hold harmless **CLIENT** from and against direct damages incurred by **CLIENT** resulting from a third-party claim for personal injury (including death) or property (other than the Project work itself) damage against **CLIENT** that is solely caused by the negligence of **MICHAEL BAKER** in connection with the Services.
8. **COST ESTIMATES.** **CLIENT** acknowledges that **MICHAEL BAKER** cannot control market conditions or construction costs, means, methods, techniques and/or processes. As such, notwithstanding anything to the contrary contained herein, **CLIENT** agrees that **MICHAEL BAKER** makes no representation, warranty or guarantee as to the accuracy of any cost estimate related to the Project that is furnished by **MICHAEL BAKER** in connection with the Services, and further agrees that **MICHAEL BAKER** shall bear no responsibility for any increase, inaccuracy or deviation in any such estimates.
9. **SUSPENSION/TERMINATION.** **MICHAEL BAKER** may suspend the Services if **CLIENT** fails to timely issue payment to **MICHAEL BAKER** as required by the Agreement. **MICHAEL BAKER** may terminate the Agreement for cause if any sum owed **MICHAEL BAKER** under the Agreement is more than 30 days past due, or if the Services are stopped for a cumulative period of 60 days through no fault of **MICHAEL BAKER**. **CLIENT** may terminate the Agreement for cause if **MICHAEL BAKER** fails to cure a material breach following receipt of written notice and a reasonable opportunity to cure. In the event of any termination of the Agreement for any reason, **MICHAEL BAKER** shall be entitled to payment for Services properly performed or in process through the effective termination date as well as any non-cancelable third-party fees or costs relating to the Services.
10. **DEFAULT/DISPUTES.** As conditions precedent to **CLIENT** exercising any contractual or legal remedy against **MICHAEL BAKER** for any alleged default relative to the Services or Agreement, **CLIENT** shall provide **MICHAEL BAKER** with prompt written notice specifying the nature and impact of the alleged default and shall afford **MICHAEL BAKER** a reasonable time and opportunity (in no case less than 30 days) to analyze and commence a cure of the alleged default. To the fullest extent permitted by law, the validity or construction of this Agreement, and any dispute of the Parties arising out of or relating to the Services, Agreement or Project, shall be governed by the laws of the jurisdiction where the Project is located (excluding any conflict-of-laws rule or principle that would subject the matter to the laws of another jurisdiction) and the forum/venue for any action or proceeding relating to the same shall be a state or federal court seated in the Project locale. Except as authorized by any applicable prompt payment statute, the Parties shall be responsible for payment of their own respective attorneys' fees and/or costs relative to any dispute between the Parties arising out of or relating to the Services, Agreement and/or Project.

11. **INSURANCE.** Unless otherwise specified in **Exhibit A**, **MICHAEL BAKER** agrees to maintain the following insurance coverages and minimum limits for the duration of the Services:

Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Per Occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Employee)
General Liability	\$2,000,000 (Per Occurrence) \$4,000,000 (Aggregate)
Automobile Liability	\$2,000,000 Combined Single Limit
Professional Liability	\$2,000,000 (Per Claim) \$4,000,000 (Aggregate)

12. **EXHIBITS TO AGREEMENT.** The following Exhibits are included as a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – Services Schedule

Exhibit C – Compensation

13. **ELECTRONIC FILES.** In the event **MICHAEL BAKER** transmits to **CLIENT** any Computer Aided Design and Drafting or other electronic files or media (collectively, "Electronic Files") in connection with the Services, **CLIENT** agrees that **MICHAEL BAKER** makes no representation or warranty that any such Electronic Files: (i) Have any particular compatibility or are free of degradation, alteration or corruption, whether from electronic file transfer process or the modification or conversion of the Electronic Files into another format or otherwise; (ii) will function fully on the computers, hardware, and/or software of **CLIENT**; and/or (iii) will not damage or otherwise impair the computers, hardware and/or software of **CLIENT**. Any such Electronic Files of **MICHAEL BAKER** are provided merely as a convenience to **CLIENT**, do not replace or supplement the signed, dated, and sealed copies of any such files, and **MICHAEL BAKER** does not relinquish any proprietary, copyright or other rights of ownership to the Electronic Files or any data contained therein. To the fullest extent allowed by law, **MICHAEL BAKER** expressly disclaims any warranty regarding the accuracy, title, non-infringement, completeness, or permanence of the Electronic Files.
14. **FORCE MAJEURE.** **MICHAEL BAKER** shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by (i) any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, (ii) any action or inaction of **CLIENT** or a third-party engaged by **CLIENT**, and/or (iii) any other event, occurrence or circumstance beyond the reasonable control of **MICHAEL BAKER** (each, a "Force Majeure Event").
15. **LIMITATIONS/QUALIFICATIONS.** To the fullest extent permitted by law, the Parties expressly agree that: (i) **MICHAEL BAKER** shall not be liable to **CLIENT** for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in

any way to the Agreement, Services or Project; (ii) **MICHAEL BAKER** is entitled to rely on the accuracy of any information or documentation furnished to **MICHAEL BAKER** by **CLIENT** in connection with the Project, and shall not be liable for any site, legal or environmental condition or requirement relating to the Services that is not disclosed or is unknown to **MICHAEL BAKER** prior to the Effective Date; (iii) **MICHAEL BAKER** shall not be liable for any failure to perform to the extent such failure is caused by any event, occurrence, or circumstance beyond the reasonable control of **MICHAEL BAKER**; (iv) **MICHAEL BAKER's** total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense or cost of whatsoever kind or nature arising out of or relating in any way to the Agreement, Services and/or Project shall not exceed the net sum paid to **MICHAEL BAKER** for the Services; and that (v) any cause of action asserted by **CLIENT** against **MICHAEL BAKER** arising out of or in any way relating to the Services, Agreement, or Project shall be deemed to have accrued no later than the date the Services were completed by **MICHAEL BAKER**. Each of the foregoing limitations are separate and independent of the other, and shall survive termination or completion of the Agreement, Services and/or Project.

16. **CONFIDENTIALITY.** A receiving Party shall hold confidential any and all non-public information which is designated by the transmitting Party as confidential, proprietary and/or trade secret in nature (collectively, "Confidential Information") in connection with this Agreement. The receiving Party shall not use or disclose any such Confidential Information for any purpose other than (and then only to the extent necessary) for use relating to the Project; provided, however, that Confidential Information of **CLIENT** may be shared with **MICHAEL BAKER's** subconsultants with a need to know such information for performing the Services. The Parties agree that Confidential Information shall not include information that: (i) is or becomes publicly available without a breach of this Agreement; (ii) was independently developed by the receiving Party without use of the Confidential Information of the transmitting Party; (iii) becomes known to the receiving Party from a source other than the transmitting Party that is not in violation of any obligation to the transmitting Party; or (iv) is required to be disclosed to a court, arbitration tribunal or government agency pursuant to written order, subpoena, regulation, rule or process of law provided, however, that the receiving Party shall provide notice to the disclosing Party as soon as reasonably practicable prior to disclosure.
17. **PROJECT REPRESENTATIVES.** Each Party designates the representatives below who shall have authority to act on their behalf with respect to the Project. The Parties may change their designated Project representative only upon written notice to the other Party.

MICHAEL BAKER: *J. Matt Bennett, DBIA*
 Project Manager
 112 Delk Rd.
 Screven, GA 31560
 912-294-7656

CLIENT: *Marcos Trejo Jr., P.E.*
Assistant Director of Public Works
City of Statesboro – Public Works & Engineering Dept.
50 East Main St.
Statesboro, GA 30458
912-764-0681

18. **ASSIGNMENT/SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other. Notwithstanding the foregoing, **MICHAEL BAKER** may subcontract portions of the Services to subconsultant(s) subject to approval of **CLIENT**, which approval will not be unreasonably withheld.
19. **INDEPENDENT CONTRACTOR.** The Parties acknowledge that **MICHAEL BAKER** is furnishing the Services under this Agreement as an independent contractor, and not as an agent, representative, partner, joint venturer or employee of **CLIENT**.
20. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein is intended to nor shall be construed as giving any third-party (other than the Parties' successors and permitted assigns) any interest in the Agreement, Services or Deliverables, and/or any right or claim against **MICHAEL BAKER** with regard to the Agreement, Services or Deliverables.
21. **CONSTRUCTION/SEVERABILITY/SURVIVAL/COUNTERPARTS.** If this Agreement or any of its terms shall be reviewed, construed or brought into issue, the provisions shall be construed as if jointly prepared by the Parties. Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement. If any term or provision of this Agreement is adjudicated or determined to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby. Any provision of this Agreement which contemplates performance, rights or obligations extending beyond termination or completion of this Agreement or the Services shall survive such termination or completion and continue in effect. This Agreement (and any change order hereto) may be executed in counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same instrument. Signatures obtained electronically or by facsimile, PDF and/or email shall be treated as valid for all purposes.
22. **DEBARMENT CERTIFICATION.** By entering into this Agreement, the Parties certify that to the best of their knowledge, they are not presently suspended, debarred or otherwise sanctioned by a state or the federal government, or conduct restricted business with sanctioned countries or sanctioned entities, which are listed by the United States Department of the Treasury, Office of

Foreign Asset Control or the United States Department of Commerce, Bureau of Industry and Security.

24. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein and supersedes all prior oral or written understandings and agreements related to the same. No modification or amendment to this Agreement shall be valid unless set forth in a writing signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed and delivered as of the Effective Date by their duly authorized representatives below.

WITNESS:

CONTRACTOR LEGAL NAME:

Michael Baker International, Inc

Recommended by: _____

Charles Penny, City Manager

APPROVED AS TO FORM:

I. Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____

Leah Harden, City Clerk

By: _____

Jonathan McCollar, Mayor

EXHIBIT A
Scope of Services

MICHAEL BAKER agrees to furnish **CLIENT** with full services in connection with the Project, which include:

All services required to deliver the project per GDOT Plan Development Process and designed to GDOT standards, policies and requirements.

See below for specific scope of services for this Task Order.

TASK ORDER

MASTER CONTRACT ID #:
TASK ORDER #: 2

Total Task Order Amount: \$ 958,977.31

Task Order Funding Project Information:

PI #: 0019357

County: Bulloch

Client: City of Statesboro

TPRO Description: 0019357 – Bridges on the Blue Mile – SR 67; SR 73 & Zetterower Ave. @ Little Lotts Creek

The above project task order is made and entered into as of _____, (hereinafter referred to as “Task Order Effective Date”) by and between Bulloch Co., through its Office listed in Item # I. (responsibilities and obligations pursuant to this task order will be performed by the individuals identified in Item # I of this task order), hereinafter referred to as the City;

AND

MICHAEL BAKER INTERNATIONAL, INC.

hereinafter referred to as the Consultant.

This task order is made a part of the Professional Services Agreement Master Contract referenced above between the City and the Consultant.

I. CITY AND CONSULTANT CONTACT INFORMATION:

Mailing addresses and telephone numbers for correspondence, reports, and other matters relative to this contract, except as otherwise indicated, are:

Department's Project Manager:

City of Statesboro
Marcos Trejo
50 East Main St.
Statesboro, GA 30458
912-764-0681
marcos.trejo@statesboroga.gov

Consultant's Project Manager:

Michael Baker International
J. Matt Bennett
112 Delk Rd.
Screven, GA 31560
912-294-7656
J.Matt.Bennett@mbakerintl.com

II. TASK ORDER DESCRIPTION:

The purpose of this task order is to provide Schedule Development to Draft Concept Report for project 0019357. All deliverables shall be in accordance with the current edition of the GDOT Plan Development Process (PDP), Electronic Data Guidelines (EDG), and the GDOT Design Policy Manual. All required engineering studies are considered part of the scope of services. All work shall be done in accordance with the current edition of the GDOT's Plan Development Process (PDP), Plan Presentation Guide (PPG), Electronic Data Guidelines (EDG), Design Manuals, Project Related Engineering Studies/Reports/Tasks, and Environmental Procedures Manual (EPM).

III. SCOPE OF SERVICES:

The Consultant shall provide:

A. Attend Project Team Meetings:

1. The consultant shall prepare for, attend, and prepare meeting minutes for monthly coordination/team meetings for the life of this contract.

B. Traffic data and projections:

1. Traffic Analysis for operational features
2. Develop growth rate for project area using GDOT TADA historical count data, county or city census data, Metropolitan Planning Organization (MPO) model data, area development information, etc.
3. Report existing Average Annual Daily Traffic (AADT), existing Design Hourly Volume (DHV), base year AADT, base year DHV, design year AADT, design year DHV, base year +2 AADT, base year +2 DHV, design year AADT+2, design year+2 DHV, K factor, D factor, peak hour truck percentage with single unit and combination breakdown, 24 hour truck percentage with single unit and combination breakdown following GDOT standards using the one page bridge template. Round AADT to nearest 25, DHV to nearest 5, and percentages to nearest 0.5%.
4. Conduct Stage 1 and Stage 2 (or waiver) ICE analysis

C. Provide Programmatic Cost Estimate Updates:

1. Provide annual construction cost estimate update prepared in the latest GDOT approved software (as needed).
2. Provide annual right-of-way cost estimate, prepared by a GDOT prequalified right-of-way service provider, and approved by GDOT's Office of Right-of-Way (as needed).
3. Provide utility plans and utility cost estimate request checklist for annual utility cost estimate request.

D. Provide Environmental Documentation and Required Studies:

1. Property Owner Access Notification Letters, Cultural Resources Notification Letter, National Environmental Policy Act (NEPA) Letter, Waters of the US
2. Public Involvement Coordination
3. Survey for Parks, Land Use, Farmland, Communities/Community Resources, Cemeteries, if necessary
4. Ecology- Field Survey and Resources Survey Report
5. NEPA Management including Early Coordination, Project Meetings, Meeting Notes, TPro and P6 Schedule Updates
6. USACE Delineation Concurrence
7. GADNR-EPD State Waters Determination
8. Historic Resource Survey and Report
9. Archaeology Resource Survey and Report
10. Protected Species Survey and Report, if needed– Winter Bat Culvert Survey
11. Protected Plant Survey and Survey Forms, one Protected Plant Species Survey and PSSR
12. Assess Impacts to Land Use, Parks, Communities, Community Resources, Cemeteries, Farmlands, USTs. Coordinate and attend an Avoidance & Minimization Measures Meeting

E. Approved ICE Stage 2 or Waivers

F. Utility Coordination

1. Utility coordination per Utilities Accommodation Procedures & Policy Manual
 2. Develop Concept Utility Report
 3. Develop Concept Utility Cost estimates
 4. Railroad Coordination necessary to complete the Concept Report

5. Perform SUE QL D investigation
 - i. Conduct Utility Records Research
 - ii. Develop utility composite

G. Provide OpenRoads Database: *All work shall meet the guidelines of the GDOT survey manual as of the NTP date of this task order.**

1. Perform property resolution holding to as many property corners as possible using professional judgement.
2. Perform Survey data processing to meet GDOT guidelines.

H. Roadway Concept Activities

1. Prepare for, attend, and document constructability review.
2. Data gathering for Draft Concept
3. Develop layouts and evaluate build alternatives and no-build alternative.
4. Prepare for, attend and document Initial Concept Team Meeting.
5. Prepare Draft Limited Scope Concept Report. The report shall utilize the most current Limited Scope Concept Report template available on ROADS.
6. The Consultant shall provide project Risk Assessment and monitor and propose mitigation for identified risks associated with the project for up to five (5) risks, including preliminary assessment of need for off-site detour.
7. Prepare concept drainage review including identifying existing drainage issues..
8. Prepare Concept Construction Cost Estimate and contribute to Concept Right of Way and Utilities Cost Estimate.

I. Bridge Concept Activities

1. Prepare for and attend Initial Concept Team Meeting (in-person near the project location).
2. Prepare for and attend Concept Team Meeting (in-person near the project location).
3. Prepare for and attend Constructability review (in-person near the project location).
4. Conduct a site visit (2 people).
5. Attend in-person and virtual meetings with the client (5 each).
6. Data gathering for Draft Concept
7. Develop layouts and evaluate three (3) alternatives and no-build alternative.
8. Prepare cost estimates for three (3) alternatives.
9. Concept hydraulic review of available FEMA data & documentation. Conceptual criteria review and coordination of proposed flood control reservoir.

J. PH I ESA Report

IV. AVAILABLE INFORMATION:

The City shall provide the following:

- A. Any background data, documents, etc.
- B. Copies/files for any previous survey, planning, environmental work completed

V. DELIVERABLES:

The following items shall be completed by the Consultant and delivered to the City during the term of this task order as specified by the GDOT Project Manager:

- A. Meeting Agendas
- B. Meeting Materials, Handouts, and Presentation
- C. Meeting Minutes
- D. Targeted Stakeholder Group Plan, to include:
 1. How the TSG will be formed
 2. How the TSG will operate
 3. A recommended list of members for GDOT approval/acceptance
- E. Public Involvement Plan
- F. GDOT Approved Traffic Forecasting Report, including:
 1. Project Description
 2. Site visit notes
 3. Count Map

4. Raw Count Data
5. K & D chart including AM and PM peak hour volumes, 24 hour volumes, K & D calculations, and growth rate analysis
6. Columnar chart with traffic data for Build and No Build cases
- G. Ecology Resource Survey Report
- H. Protected Species Report, if needed
- I. Protected Plant Survey Forms, if needed
- J. History Survey Report
- K. Archaeology Survey Report
- L. Early detour coordination letters
 1. City & County Officials
 2. EMS
 3. Schools
 4. Approval from District Engineer of detours, if applicable
 5. Etc.
- M. Early environmental coordination letters to Resource Agencies and Government Officials
 1. USFWS
 2. DNR
 3. USACE
 4. NMFS
 5. Etc.
- N. PH I ESA Report
- O. Accepted OpenRoads Survey Database
- P. Accepted Survey Control Package
- Q. QL/D SUE
 1. SUE database with Utility Owners List, Utility Legend, and Concept Level Utility Plans
- R. Early Constructability Review Meeting:
 1. ABC Discussion
 2. High level costs
 3. Concept Layout
- S. Draft Limited Scope Concept Report and Layouts
- T. Cost Estimates per milestones and update annually
- U. PH I ESA Report

VI. WORK SCHEDULE:

The Consultant shall not begin any work on a Task Order until authorized in writing by the City through a Notice to Proceed, which shall provide an effective date for the start of consultant services. Any work, including but not limited to travel, preliminary meeting, planning, etc., performed outside the terms and conditions of this Task Order, or conducted before the Notice to Proceed has been issued by the City, will not be considered for payment.

The Consultant must complete all work between the date of the Notice to Proceed (NTP) and the completion date specified in the NTP letter. In no instance shall any work be authorized beyond the completion date specified unless specifically authorized in writing by a task order time extension. All work specified in this task order shall be completed within 9 month(s) of the Notice to Proceed date, not to exceed the master professional services agreement expiration date.

VII. COMPENSATION (PAYMENT) METHODS:

The following method of payment(s) to consultant shall be used in accordance with The Professional Services Agreement and 23 CFR 172.9(b) Payment methods:

- Lump Sum (Firm Fixed Price) – A fixed/negotiated price not subject to any adjustment; the Consultant agrees to fulfill its obligation under this agreement, regardless of cost with no expectation of additional compensation beyond the agreed upon lump sum price in the performance of the work.

Under the following cost reimbursement payment methods (below), the Consultant will be compensated for actual allowable incurred costs, in accordance with the Federal Cost Principles. The Maximum Allowable Compensation dollar amount has been established as an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the Consultant may not exceed.

[X] Cost Plus Fixed Fee - An agreed-upon fixed fee amount for the Prime and Sub-consultants, together with all allowable incurred costs in the performance of the scope of services. Each individual consultant's fixed fee amounts will not vary with the actual cost in the performance of work by the Prime and/or Sub-consultants.

(Fixed Fee = (Direct Labor + Overhead / Indirect Cost Rate) X 10%);

Note: FCCM is not included in the calculation of the Fixed Fee amount.

[] Cost Per Unit of Work (Menu of Services) – An agreed-upon cost for an agreed-upon effort per unit of work. The GDOT Project Manager shall manage and request the unit of work (Menu Items) to be performed by the Consultant. The Consultant shall not be in direct control of the number or menu items worked.

[] Specific Rates of Compensation (Billable Hourly Rates) – An agreed-upon loaded fixed hourly rate for each classification of employees, which will not change for the duration of this task order and provides reimbursement to the Consultant based on the actual direct labor hours worked at specified fixed hourly rates. The loaded fixed hourly rates include direct labor costs, indirect cost, and fee plus any other direct expenses or costs determined allowable during negotiation. The GDOT Project Manager shall manage and monitor the consultant's level of effort and classification of employees used to perform the services under the Specific Rates of Compensation and the consultant shall not be in direct control of the number of hours worked.

NOTE: It is the responsibility of the Consultant to account for costs appropriately and maintain adequate records and supporting documentation to demonstrate costs claimed to have incurred are allocable to this task order, and comply with applicable cost principles. It is important to note that all costs or prices based on estimated costs shall be eligible for Federal-Aid reimbursement, only to the extent that cost incurred or cost estimates included in negotiated prices are allowable in accordance with the Federal cost principles.

VIII. SEXUAL HARASSMENT PREVENTION POLICY:

In accordance with ARTICLE #402 COMPLIANCE WITH APPLICABLE LAW, of the Original Professional Services Agreement, all contractors shall comply fully with The State of Georgia, Sexual Harassment Prevention Policy.

IX. ATTACHMENT LISTING:

ATTACHMENT A, STATE OF GEORGIA'S, SEXUAL HARASSMENT PREVENTION POLICY
ATTACHMENT B, COST PROPOSAL SUMMARY or BILLABLE HOURLY RATES or MENU OF SERVICES

IN WITNESS WHEREOF, said parties have hereunto affixed their signatures the day and year above first written:

WITNESS: CONTRACTOR LEGAL NAME

Michael Baker International, Inc.

Al Bowman, Vice President

Recommended by: _____
Charles Penny, City Manager

APPROVED AS TO FORM:

I. Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____ By: _____
Leah Harden, City Clerk **Jonathan McCollar, Mayor**

ATTACHMENT A

STATE OF GEORGIA SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
 - (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State of the Georgia Department of Transportation, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

EXHIBIT B
Services Schedule

It is Michael Baker International's intention to adhere to the approved GDOT specificized schedule unless the City of Statesboro directs otherwise at any given time, or unforeseen circumstances prevent the team from doing so.

EXHIBIT C
Compensation

See below for cost proposal, including tasks, assumptions, hours, rates, etc., which make up the total compensation for the services provided in this task order.

City of Statesboro

COST PROPOSAL SUMMARY

Proj. No.:
 PI No.: **0019357**
 Prime: **Michael Baker International**
 Date: **2-Apr-2026**

Offeror: **Michael Baker International**
112 Delk Rd.
Screven, GA 31560

Contact: **J. Matt Bennett** **912-294-7656**
Project Manager j.matt.bennett@mbakerintl.com

Contract Office: **City of Statesboro**

Contract Action: **Task Order**
 Contract Type: **Cost Plus Fixed Fee**

Project: **Bridges on the Blue Mile**
 County: **Bulloch**
 Contract Type: **Cost Plus Fixed Fee**
 Fixed Fee %: **10%**

Master Contract:
 Contract Expiration: **31-Jan-2027** **ASSUMED NTP 4/31/2026**
 Task Order No: **2**

	Task Order Totals
Maximum Allowable Cost	\$ 958,977.31
(Prime) Maximum Amount for Fixed Fee	\$ 58,543.62
Provisional Overhead Rate	148.79%
Fixed Fee Percentage	10%
Minimum DBE Percentage	16.0%