



June 3, 2023 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Ginny Hendley
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 05-13-2025 Budget Work Session Minutes
 - b) 05-20-2025 Work Session Minutes
 - c) 05-20-2025 Council Minutes
 - d) 05-20-2025 Executive Session Minutes
5. Public Hearing to solicit input on the proposed FY2026 Budget for the City of Statesboro.
6. Public hearing and first reading of **Ordinance 2025-03**: An Ordinance amending Statesboro Code of Ordinances Section 18-105 regarding professional occupational taxes for attorneys.
7. Consideration of a motion to approve **Resolution 2025-10**: A Resolution approving the City of Statesboro's proposed amendment of the FY2025 Street Resurfacing Program, and authorizing the Mayor to execute the Local Road Assistance Grant Application. The project CIP item is ENG-128; no local matching funds are required.
8. Consideration of approval of **Resolution 2025-11**: A Resolution adopting the maximum tariff rates by towing and storage operators engaged in Non-Consensual Towing.
9. Consideration of a motion to approve the Statesboro Police Department Towing Rotation and Wrecker Agreement for FY 2026.
10. Consideration of a motion to rescind the previous approval of the application submitted by Centurion Property 111 South, LLC dba South Apartment for funding under the Security Enhancement Incentive Program in the amount of \$19,969.50 and to approve an amended application submitted by Centurion Property 111 South, LLC dba South Apartment for funding under the Security Enhancement Program in the amount of \$9,969.50 subject to the fulfillment of all eligibility requirements.

11. Consideration of a motion to approve two lease renewal agreements with Georgia Southern University for a (1) year term beginning July 1, 2025 and ending June 30, 2026 for 58 East Main Street and 62 East Main Street.
12. Consideration of a motion to approve a contract with Southern Asbestos Abatement Co. to conduct asbestos abatement at 31 Lovett Street (Tax Parcel S08 000039 000).
13. Consideration of a motion to approve a contract with JRD, LLC to demolish multiple structures on the City Demolition List.
14. Consideration of a motion to approve the purchase of a set of battery-operated vehicle extrication equipment in the amount of \$35,450.00. This purchase will be paid for from 2019 SPLOST funds.
15. Consideration of a motion to approve purchase of a new diesel pump in the amount of \$59,869.46 from Xylem Dewatering Solutions for use by the Solid Waste Disposal Division at the Landfill. This item, SWD-12, is funded by Solid Waste Disposal Operating Income revenues.
16. Consideration of a motion to approve Change Order #1 in the amount of \$33,750 with Atlas Technical Consultants for a Hydrologic and Hydraulic Study of a segment of Little Lotts Creek for the West Main St./Johnson St./MLK Dr. Intersection Improvements Project. This work is funded from TSPLOST funds.
17. Consideration of a motion to approve a Memorandum of Understanding with the Youth Career Commission to provide residential development opportunities to underserved juvenile and young adult citizens of the City of Statesboro.
18. Other Business from City Council
19. City Managers Comments
20. Public Comments (General)
21. 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)
22. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
COUNCIL BUDGET WORK SESSION MINUTES
May 13, 2025**

A work session of the Statesboro City Council was held on May 13, 2025 at 2:00 p.m. in the Council Chambers at City Hall. Present were Mayor Jonathan McCollar, Council Members: Tangie Johnson, Ginny Hendley, John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles, Finance Director Cindy West. Absent was Councilmember Paulette Chaves.

Mayor Jonathan McCollar called the meeting to order.

Review of the Proposed City of Statesboro Fiscal Year 2026 Operating Budget.

City Manager Charles Penny presented the “City Manager’s Proposed FY 2026 Annual Operating Budget.” The FY 2026 budget objectives include, retaining and recruiting exceptional employees, emphasis on utility infrastructure growth, tax base and revenue growth, and an emphasis on public safety. The FY 2026 budget highlights include a 6% total decrease from FY2025, an 8% General Fund increase, a balanced budget, and an increase in water & sewer rates, aid to construction fees, stormwater, gas, solid waste collection, solid waste disposal rates, and Police & Fire extra duty fees.

Compensation and benefits review includes a pay plan adjustment per Condrey and Associates of 4%, continuation of pay for performance, and no increase in employee health premiums. The current & future opportunities are to position Statesboro for growth in the region, grow the downtown city center, keep the pay plan up to date, and advance a creative, inclusive, and professional culture.

Mr. Penny reviewed the FY 2026 Budget in brief which includes the general fund, enterprise funds, special purpose sales tax funds, hotel/motel tax, and grant funds. The General Funder operating expenses, Fire Service, Water/Sewer, Stormwater, Natural Gas, Solid waste Collection, and Solid Waste Disposal funds. The total for FY 2025 was 108,973,791 and in FY 2026, it is \$103,984,585. The operating budget of the General fund was \$53,253,616 in FY 2025 and is \$58,859,335 for FY 2026. Excluding internal funds and fund transfers total expenditures for FY 2025 comes in at \$93.5 million down from current fiscal years’ \$103.9 million. The General Fund expenditures will increase about \$1.2 million, which is about 8% due to personnel, benefits, as well as increases in operating costs.

Revenue trends reflect a 7.5% overall increase in General Fund revenues and a 12% increase in the property tax digest while franchise fees remain flat. Mr. Penny presented a bar chart showing the City’s current property tax rate compared to other cities comparable to Statesboro. Statesboro is in the middle of the pack with a tax rate of 8.625 and is what the FY 2026 budget is based on. We are not proposing a property tax increase in this budget however; we are not recommending a rollback either. The City has a lower rate than that of Bulloch County Board of Commissioners. A one-mill increase for Statesboro would generate about \$1.1 million. The city is at a good place when it comes to debt service there is just a small amount of debt in the general fund.

When we look at balancing the budget, \$928,755 of fund balance will be used to balance the General Fund. By doing this, we should still be able to maintain per city policy the 25% fund balance. If for some reason, we drop below that we will notify you. In the General Fun 64.8% of the fund is salary and benefit costs. Projected increased expenditures include salaries and benefits, credit card fees, police cloud storage, police Taser contract, and electricity for street lights.

City Manager Charles Penny reviewed the fund appropriation levels. The Statesboro Fire Service Fund includes a third fire station and a feasibility study for a fire fee. It also reflects the loss of the Fire District tax of \$2.3 million. In order to absorb that loss in the FY2026 budget we could take out a one time loan from some of our enterprise funds such as the Water/Sewer fund, Gas fund, and Solid Waste Collection fund, to be paid back over ten years. The water/sewer fund reflects a 10% fee increase for all Water & Sewer user fees and aide to construction fee increase to assist with a future 4 million gallon per day (mgd) waste water treatment plant. Which would allow for continued growth in the city. Some of the water sewer rates have not been increased since 2012 and it is now 2025. The cost of operations have increased over that time period and we need to be keeping pace with expenses. We also need to increase the transfer to the General Fund from the water/sewer fund. The stormwater fund includes a 10% fee increase for single and non-single family residential to help maintain the funding reserve and to implement essential capital projects. The natural gas fund also has a 10% fee increase for gas distribution and continue pursuing opportunities for expansion and system growth as well as to study the expansion of infrastructure trunk line. The gas fund show an increase transfer to the general fund. Solid waste reflects a 10% increase on all solid waste collection fees, continuing to meet the increasing service demand, and increase transfer to the General Fund. The Solid Waste Disposal fund will have a 10% increase on all solid waste disposal fees and the expansion the inert landfill.

The capital project priorities include housing rehabilitation continues to be an important part of our operation as well as sewer installation in unserved areas, and enhanced roadways, sidewalks, and intersection improvements to accommodate growth.

In summary the FY 2026 budget is financially sound we have strong reserves. The General Fund is health and the enterprise fund balances are strong. We continue to see growth in our property values. As mentioned before, this budget does not reflect the tax base increase from any of the approved new developments. Balancing the budget using Fund Balance will take \$928,755. We are currently able to use \$1 million in interest earnings to balance the budget. Prior to FY2023 we were averaging less than \$25,000 in interest earnings. As good as it is to use the interest earning to balance the budget we need to use caution when doing so because it might not be available next year.

The city must continue to expand the tax base and a way to do that is by accepting voluntary annexations and through development. The city has approved zoning for over 4505 residential units with potential for additional rezoning requests. We are seeing new commercial retail development, which also helps to grow the tax base and revenue.

The next steps for the FY 2026 budget are holding a Public Hearing on June 3rd during the regular council meeting followed by budget adoption set for the June 17th council meeting.

No action taken.

The meeting was adjourned at 3:21 pm

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
WORK SESSION MINUTES
MAY 20, 2025

Mayor & Council Work Session

50 East Main Street

3:30 PM

A Work Session of the Statesboro City Council was held on May 20, 2025, at 3:30 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present were Mayor Jonathan McCollar, and Council Members: Tangie Johnson, John Riggs, and Shari Barr. Also present were City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles, and Public Affairs Manager Layne Phillips. Absent was Councilmembers Paulette Chavers and Ginny Hendley.

1. Financial Audit Presentation

Richard Deal with Lanier, Proctor and Deal presented the highlights of the Fiscal Year 2024 City Audit. The City had a 10% increase in total assets and a 3% decrease in total liabilities from the previous year. Liabilities include unearned revenue- ARPA, OPEB (other posted employee benefits), pension, and revenue bonds. The City's total net position increased by 13% and there was a 21% increase in total expenses. Total revenues for governmental activities increased by 29% these revenues include ARPA, TSPLOST, and SPLOST. The General Fund balance represents 35% percent of our annual expenditures and transfers out. Lastly, Mr. Deal reviewed the net position of SPLOST, TSPLOST, Proprietary Funds, Enterprise Funds, and Internal Service Funds. The bottom line, the City is still doing well financially.

2. Quarterly Financial Report

Director of Finance Cindy West presented the third quarter financial report of Fiscal Year 2025, reviewing revenues and expenditures in the General Fund, Fire Service Fund, Water/Sewer Fund, Stormwater Fund, Natural Gas Fund, Solid Waste Collection Fund and the Solid Waste Disposal Fund. Revenues in the General fund is showing an increase over the prior year. Our expenditures are up slightly. The fire service fund is up over last year. Water and Sewer fund are in line where it should be. Natural gas fund fairly close to last year and solid waste collection fund is relatively flat. Ms. West also reviewed the SPLOST and TSPLOST collections stating we have seen a little bit of a SPLOST decrease from where we were in March 2024. TSPLOST follows the same trend. The Hotel/Motel tax revenue is trending higher than in FY 2024.

3. Raftelis Report on Water and Sewer Rates

Mihaela Cooperson with Raftelis presented Mayor and Council with an update on the water and sewer rate study. Utility Financial Planning the objective is balance system reliability, sustainability and financial integrity with customer costs and impacts. A financial plan is developed by taking all the input from your staff starting with billing data, usage data and revenue data and plug it into our model and use your financial policies to help guide our decisions. Mihaela went over Revenue Requirements, operating expenses, debt services, capital spending. The study findings water subsidizes sewer, water 50% of the total revenues & 32% of the total expenses. Wastewater treatment plant planned for FY 2027, revenue bond financing will require the utility to meet debt service coverage requirements,

complex rate structure with multiple customer classes and tiers. Initial Recommendations – increase revenues by FY28 to meet a minimum debt service coverage target of 1.20x. Future rate considerations continue to work towards sewer self-sufficiency. Focus on small incremental changes to minimize rate impact. Start moving sewer volumetric toward one uniform rate equal to the industrial rate, once sewer changes are done, focus on small changes to the water structure, phased in to minimize bill impacts. Revenues, include user charge revenues projected by customer class, accounts and usage projected to increase parallel to planned city development with 941 units added on average for FY26-FY30. Other revenues include admin service fees, rental income, penalties which are projected to remain flat. Tap & ATC fees are projected to increase parallel to planned city development. Mihaela showed Mayor and Council rate options which included 3 scenarios, 100%, 75% and 50 % execution of City Development Units. Residential typical bill comparison at 5 kgal, there will be an increase between 6-10% depending on the scenario. The percentages sound high but when looking at the actual rates they are not that much. You can see under the existing rates you would be ok now and next year. If you do nothing now and nothing next year these 2-3 10%'s will become 40-50%. Mayor and Council were shown a graph for residential bill comparisons (5kgallons) for surrounding cities. Right now Statesboro is at the bottom even with the 10% increase, even with the 3 10% increases you will just get to the middle. Further discussion was had about future developments and construction fees.

4. Unified Development Code

Planning and Development director Kathy Fields presented Mayor and Council with the Unified Development Code and Major Amendments. Section 2.2.12(F1): Mixed Use Concurrency, this amendment will amend the requirement for mixed use developments exceeding 100 acres in size for planned unit developments. This will reduce the requirement from 20% to 10% with developments exceeding 100 acres. Creation of Section 2.2.12(G), this amendment will require PUD road networks to adhere to the minimum local road standards of the UDC unless serving as a parking lot. All roads built within a PUD, whether being considered for public or private ownership, must be built to the minimum standards of a local road as outlined in Articles 3.2.2. & 3.2.3 of the UDC unless serving as a multifamily parking lot. Townhouse building standards 2.4.12-H(4) this amendment will change right-of-way to external roadway, which will require all buildings to share architectural features in the front and rear façade of each building if they are facing any roadways, whether it be a public or private road. Sec 4.2.5(A) Adoption of GSMM amending language to alter the implementation of the Georgia Stormwater Management Manual (GSMM) and changing the language from “The City Shall” to “The City May”. Section 5.2.4 Townhome Definition, this amendment updates the language related to townhomes with the following: townhomes are distinguished from multifamily units by adherence to all sections of Article 2.4.12 and require individual permitting per unit and not for the building. Section 5.21.A, amenity definition, this amendment updates the language related to amenity space allowances for developments. Amenity space may include, but is not limited to, the following spaces: playgrounds, pool areas, tennis courts, basketball courts, other sports courts, community lawns located outside of existing utility easements, community gardens, hardscape areas improved for pedestrian enjoyment, splash pads, walking trails, dog parks and wooded areas.

Fire Chief Tim Grams spoke to Mayor and Council on Creation of New Section 2.5.9(E3) creating new language to provide for enhanced fire protection in all multifamily and townhome units. This amendment will require the use of residential fire sprinklers on all new construction multifamily buildings and townhomes greater than three units, unless already underway. This will take effect after 1 year after adoption. Further discussion was had over sprinkler systems in new developments.

Kathy Fields continued with Section 3.4.1 (B3)-XV creating new language to add a requirement for the submission of subdivision PLATS. The approximate location and square footage of any proposed signage, to include the base of the signage and appropriate setbacks as determined by the sign district of the property. Section 5.2.12 this amendment will create a definition to create a distinction between the types of landfills in the Ordinance. Landfill: any facility used solely for the disposal of solid waste

and classified as either Sanitary or Inert. 1. Landfill: Inert- a disposal facility that accepts waste that is unlikely to produce leachate that is a concern to the environment as defined by EPD. 2. Landfill: Sanitary- a designed disposal site for general household waste, where waste is layered with soil to prevent contamination. Section 5.2.4 (6) Tiny Home Definition- this amendment creates language related to tiny homes and provides some regulatory guidance. Dwelling: Tiny home. A building between 400-749 square feet designed exclusively for dwelling purposes, and generally as a part of a larger development containing common areas managed by an appropriate association or management company within the medium-density and high-density multi-family residential districts upon approval of a special use permit. Tiny homes may not fall under American National Standards Institute A. 119.2 which regulates recreational vehicles, and must meet all applicable building codes as adopted by the City. Tiny home developments must additionally meet the site requirements as set forth in Section 2.4.2. Deletion of Sections 54.1 & 54.2 This amendment will remove the entirety of Chapter 54 in the Code of Ordinances, which previously regulated Manufactured homes and trailers. This language was updated and implemented as section 2.4.7 of the Unified Development Code, and is now in conflict with that code.

5. Massage Therapy Business Recommendation

City Attorney Cain Smith presented Mayor and Council with a Massage Therapy Business Recommendation. The current massage parlor ordinance predates major State law change in 2007 and is not compatible with current state regulation. Staff is recommending that there be an updated local ordinance for Massage establishments. Further research is needed for the ordinance to be presented to City Council. Prior to the first reading of the proposed ordinance, staff will hold a stakeholders meeting. There are two ordinances we are looking at for possibly crafting from which are Richmond and Cobb County. City Manager Charles Penny stated that the state would regulate the therapist but we would regulate the businesses.

6. Attorney Occupation Tax

City Attorney Cain Smith presented Mayor and Council with attorney occupation tax. Our ordinance for occupational taxes does not pass muster under Moss v Dunwoody in regards to taxing attorneys. In Moss Dunwoody's ordinance was ultimately upheld because the tax was to be paid in arrears, our ordinance was last revised in 2007. In order to charge lawyers occupational taxes we will need to put an ordinance revision on the May work session.

The meeting was adjourned at 5:04 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
MAY 20, 2025

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Councilmember Paulette Chavers 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 Via Zoom | |
| Ginny Hendley | Councilmember | Present | |
| 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 May 18 – 24, 2025 as Public Works Week.

Mayor McCollar read and presented a Proclamation recognizing May 18-24, 2025 as National Public Works Week to Director of Engineering and Public Works Brad Deal and public works employees.

B) Presentation of a retirement award to Steve Hotchkiss, Director of Public Utilities after 36 years of service to the City of Statesboro.

Mayor McCollar recognized and presented a retirement award to Director of Public Utilities Steve Hotchkiss for his 36 years of service to the City of Statesboro.

C) Presentation of a retirement award to Kathy Field, Director of Planning after 5 years of service to the City of Statesboro.

Mayor McCollar recognized and presented a retirement award to Director of Planning and Development Kathy Field for her 5 years of service to the City of Statesboro.

D) Presentation by Richard Deal with Lanier, Deal, and Proctor on how the City financially ended Fiscal Year 2024.

Richard Deal with Lanier, Deal, and Proctor presented to Mayor and Council the highlights from the Fiscal Year 2024 audit they performed for the City of Statesboro.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 05-06-2025 Council Minutes

b) 05-06-2025 Executive Session Minutes

A motion was made to approve the consent agenda.

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

6. Public hearing and consideration of a motion to approve:

A. APPLICATION AN 25-03-04: Blue Water Bulloch LLC requests an Annexation of approximately 38.54 acres of property in order to develop a townhome subdivision at 285 Herman Rushing Road (Tax Parcel # 108 000013 000).

B. APPLICATION RZ 25-03-05: Blue Water Bulloch LLC requests a Zoning Map Amendment from the R-40 (One-Household Residential) zoning district to the R-2 (Townhouse Residential) zoning district in order to develop a townhome subdivision of approximately 198 units at 285 Herman Rushing Road (Tax Parcel# 108 000013 000).

A motion was made to open the public hearing.

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

Haydon Rollins with Hussey Gay Bell representing the applicant spoke in favor of the request.

Joel Martin spoke against the request due to concerns of increased traffic on Burkhalter Road and the impact that will have at the intersection with highway 67.

A motion was made to close the public hearing.

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

Mayor Pro Tem Shari Barr expressed concerns regarding the wetland area on the property, the use of utility easements being used for amenity space, and the traffic issues on Burkhalter Road.

City Manager Charles Penny shared that as far as Burkhalter is concerned that is a project we have been working with the County, Georgia Power and GDOT. Meetings have been taking place with them to plan that improvement. Fortunately, we do have TSPLOST funds to help make this happen. The issue is the timing of when things are scheduled. Mr. Penny stated

Assistant City Manager Jason Boyles added that at the beginning of the Fiscal Year we'll start with start with the procurement process.

There was conversation regarding the traffic concerns and the proposed round about at the intersection of Cawana Road and Burkhalter Road.

Mayor Pro Tem Shari Barr stated this is a huge concern for many people including me.

Haydon Rollins shared that the traffic study considered all the development in the area. The report covers the intersections or Cawana Road and Hwy 67 and what would help those intersections function properly.

A motion was made to approve **APPLICATION AN 25-03-04**: Blue Water Bulloch LLC requests an Annexation of approximately 38.54 acres of property in order to develop a townhome subdivision at 285 Herman Rushing Road (Tax Parcel # 108 000013 000) and **APPLICATION RZ 25-03-05**: Blue Water Bulloch LLC requests a Zoning Map Amendment from the R-40 (One-Household Residential) zoning district to the R-2 (Townhouse Residential) zoning district in order to develop a townhome subdivision of approximately 198 units at 285 Herman Rushing Road (Tax Parcel# 108 000013 000).

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| RESULT: | Approved 4-1 |
| MOVER: | Councilmember Ginny Hendley |
| SECONDER: | Councilmember Paulette Chavers |
| AYES: | Johnson, Chavers, Hendley, Riggs |
| NAYS: | Mayor Pro Tem Shari Barr |
| ABSENT: | |

7. Public hearing and consideration of a motion to approve: APPLICATION V 25-04-01: Ramona Hagin requests a variance from Section 2.4.1 B of the Unified Development Code in order to convert an existing building into an accessory dwelling unit greater than the allowed 749 square feet at 109 Sandy Way (Tax Parcel # MS85 000006 000).

A motion was made to open the public hearing.

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

Russell Jones with Taulbee, Rushing, Snipes representing the applicant spoke in favor of the request.
No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION V 25-04-01**; Ramona Hagin requests a variance from Section 2.4.1 B of the Unified Development Code in order to convert an existing building into an accessory dwelling unit greater than the allowed 749 square feet at 109 Sandy Way (Tax Parcel # MS85 000006 000).

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

8. Public hearing and consideration of a motion to approve: APPLICATION SU 25-04-03: Bill Gross requests a Special Use Permit to allow for an increased number of units in the R-4 (High-Density Multi-household) zoning district in order to complete Phase III of the Bryant's Landing Senior Housing Project (Tax Parcel # MS38000056 002).

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION SU 25-04-03**: Bill Gross requests a Special Use Permit to allow for an increased number of units in the R-4 (High-Density Multi-household) zoning district in order to complete Phase III of the Bryant's Landing Senior Housing Project (Tax Parcel # MS38000056 002).

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

9. Consideration of a motion to approve APPLICATION SUB 25-04-02: 3SD Investments LLC requests a Preliminary Subdivision PLAT on 0.98 acres of property in order to develop a cottage court consisting of 8 units on East Main Street (Tax Parcel# S49 000016 001).

A motion was made to approve **APPLICATION SUB 25-04-02**: 3SD Investments LLC requests a Preliminary Subdivision PLAT on 0.98 acres of property in order to develop a cottage court consisting of 8 units on East Main Street (Tax Parcel# S49 000016 001).

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

10. Consideration of a motion to approve Resolution 2025-09: A Resolution accepting the street right of way of Roscomare Lane, Somera Lane, Anzio Drive and Hamner Drive within the Bel-Air East Subdivision as public streets to be owned and maintained by the City of Statesboro.

A motion was made to approve **Resolution 2025-09**: A Resolution accepting the street right of way of Roscomare Lane, Somera Lane, Anzio Drive and Hamner Drive within the Bel-Air East Subdivision as public streets to be owned and maintained by the City of Statesboro

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

11. Consideration of a motion to approve the acceptance of 0.65 acres of real property located at 64 East Main Street from the Downtown Statesboro Development Authority (DSDA) for the Business Innovation Group (BIG) expansion.

A motion was made to approve the acceptance of 0.65 acres of real property located at 64 East Main Street from the Downtown Statesboro Development Authority (DSDA) for the Business Innovation Group (BIG) expansion.

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

12. Consideration of a motion to approve an easement with the Archibald Bulloch Chapter, National Society Daughters of the American Revolution to place a historical marker on City of Statesboro property adjacent to the Triangle Park.

A motion was made to approve an easement with the Archibald Bulloch Chapter, National Society Daughters of the American Revolution to place a historical marker on City of Statesboro property adjacent to the Triangle Park.

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

13. Consideration of a motion to approve Change Order #1 in the amount of \$33,500.00, to Southeast Pipe Survey, Inc. to be paid for with 2019 SPLOST and Water Sewer Funds included in CIP projects #WWD 14, 187, and 188.

A motion was made to approve Change Order #1 in the amount of \$33,500.00, to Southeast Pipe Survey, Inc. to be paid for with 2019 SPLOST and Water Sewer Funds included in CIP projects #WWD 14, 187, and 188.

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

14. Other Business from City Council

Mayor Pro Tem Shari Barr announced that Downtown Live would be happening this Thursday evening and encouraged people to come out and enjoy the free concert.

15. City Managers Comments

City Manager Charles Penny stated that last year the city gave \$3,500 to Rev. Wayne Williams for the Youth Career Commission summer camp and that Rev. Willams reached out to see if the city would be willing to contribute that same amount for this year's youth camp.

A motion was made to approve the use of \$3,500 to support this year's Youth Career Commission's summer camp.

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

Mr. Penny shared that the city received notification of the award of the CHIP Grant for 1.3 million for the Pine Street area neighborhood. This project will be in conjunction with Habitat for Humanity and Agape Worship Center.

In addition, last week the city sent out a press release welcoming a national home furnishings store here in Statesboro. When the idea of a small business recruiter was introduced, it was with the understanding that it would probably take about three years before we would start seeing results. We have seen some results from having Allen Gross on staff and doing that work recruiting small businesses. He has done work with the Downtown Development Authority but this is one he really went out and worked.

The last item Mr. Penny addressed was the opioid settlement money. We have about 90,000 available, and we have been using that funding to ensure our police officers are trained dealing with an opioid crisis. Staff has worked on establishing a new reimbursement grant opportunity in amounts up to \$15,000 to eligible public, state and federally recognized nonprofit organization, agencies, and partnerships for expenses related to opioid abatement. A review panel of five members consisting of community members and city will be established to review applications and determine grant awards.

16. Public Comments (General): None

**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).**

At 6:54 pm a motion was made to enter into executive session to discuss “Personnel Matters”.

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

At 7:03 pm motion was made to exit executive session.

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

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

A motion was made to appoint Jean Owens, Philip Campbell, Ashley Tremble-Scott, Tina Patterson, Caitlin Brady, and Lakesha Hill to the Statesboro Youth Commission.

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

18. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 7:04 pm.

Jonathan McCollar, Mayor

Leah Harden, 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
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: May 27, 2025

RE: Public Hearing of FY2026 Budget

Background: State law requires the City of Statesboro to have a Public Hearing on the proposed budget, at which time any person wishing to be heard on the budget may appear. The public hearing must be held at least one week prior to the meeting of the governing authority at which adoption of the budget resolution will be considered.

Budget Impact: \$ 103,984,585 (including transfers and internal service funds)

Council Person and District: All

Attachments: FY2026 Budget in Brief

FY 2026 Budget in Brief

| Fund | FY2025 | FY2026 |
|-------------------------------------|----------------------|----------------------|
| General Fund | | |
| Revenues | \$ 24,609,270 | \$ 26,443,470 |
| Fund Balance Appropriated | 730,755 | 928,755 |
| Total | <u>\$ 25,340,025</u> | <u>\$ 27,372,225</u> |
| Operating Expenses | <u>\$ 25,340,025</u> | <u>\$ 27,372,225</u> |
| Statesboro Fire Service Fund | | |
| Revenues | \$ 7,646,005 | \$ 8,217,780 |
| Fund Balance Appropriated | 35,476 | - |
| Total | <u>\$ 7,681,481</u> | <u>\$ 8,217,780</u> |
| Operating Expenses | <u>\$ 7,681,481</u> | <u>\$ 8,036,930</u> |
| Water Sewer Fund | | |
| Revenues | \$ 13,884,740 | \$ 16,163,635 |
| Loans/Grants | \$ 1,900,000 | - |
| Fund Balance Appropriated | \$ 1,900,020 | - |
| Total | <u>\$ 17,684,760</u> | <u>\$ 16,163,635</u> |
| Operating Expenses | \$ 10,978,690 | \$ 11,868,390 |
| Capital Expenses | 5,610,000 | 1,850,000 |
| Debt Service | \$ 1,096,070 | 1,077,440 |
| Total | <u>\$ 17,684,760</u> | <u>\$ 14,795,830</u> |
| Stormwater Fund | | |
| Revenues | \$ 1,413,000 | \$ 1,522,500 |
| Loans/Grants | 9,580,000 | 3,770,000 |
| Fund Balance Appropriated | - | 33,770 |
| Total | <u>\$ 10,993,000</u> | <u>\$ 5,326,270</u> |
| Operating Expenses | \$ 838,200 | \$ 961,120 |
| Capital Expenses | 9,830,000 | 4,105,000 |
| Debt Service | 100,150 | 260,150 |
| Total | <u>\$ 10,768,350</u> | <u>\$ 5,326,270</u> |
| Natural Gas Fund | | |
| Revenues | \$ 5,397,665 | \$ 6,091,245 |
| Fund Balance Appropriated | 591,450 | 1,363,370 |
| Total | <u>\$ 5,989,115</u> | <u>\$ 7,454,615</u> |
| Operating Expenses | \$ 4,969,115 | \$ 6,244,615 |
| Capital Expenses | 1,020,000 | 1,210,000 |
| Debt Service | - | - |

| | | |
|------------------------------|---------------------|---------------------|
| Total | <u>\$ 5,989,115</u> | <u>\$ 7,454,615</u> |
| Solid Waste Collection Fund | | |
| Revenues | \$ 5,533,050 | \$ 6,197,500 |
| Fund Balance Appropriated | - | - |
| Total | <u>\$ 5,533,050</u> | <u>\$ 6,197,500</u> |
| Operating Expenses | \$ 5,077,600 | \$ 5,551,960 |
| Capital Expenses | 285,000 | 550,000 |
| Total | <u>\$ 5,362,600</u> | <u>\$ 6,101,960</u> |
| Solid Waste Disposal Fund | | |
| Revenues | \$ 4,645,000 | \$ 5,784,675 |
| Fund Balance Appropriated | 450,035 | - |
| Total | <u>\$ 5,095,035</u> | <u>\$ 5,784,675</u> |
| Operating Expenses | \$ 4,285,535 | \$ 4,681,335 |
| Capital Expenses | 809,500 | 810,000 |
| Total | <u>\$ 5,095,035</u> | <u>\$ 5,491,335</u> |
| Special Revenue Funds | | |
| Confiscated Asset Fund | | |
| Revenues | <u>\$ 1,500</u> | <u>\$ 500</u> |
| Operating Expenses | <u>\$ 1,500</u> | <u>\$ 500</u> |
| Opioid Settlement Fund | | |
| Fund Balance Appropriated | <u>\$ 10,000</u> | <u>\$ 10,000</u> |
| Operating Expenses | <u>\$ 10,000</u> | <u>\$ 10,000</u> |
| CDBG Fund | | |
| Fund Balance Appropriated | <u>\$ 25,000</u> | <u>\$ -</u> |
| Operating Expenses | <u>\$ 25,000</u> | <u>\$ -</u> |
| US DOJ Fund | | |
| Revenues | \$ 10,000 | \$ 8,000 |
| Fund Balance Appropriated | - | 2,000 |
| Total | <u>\$ 10,000</u> | <u>\$ 10,000</u> |
| Operating Expenses | <u>\$ 10,000</u> | <u>\$ 10,000</u> |
| ARPA Fund | | |
| Revenues | \$ 250,000 | \$ - |
| Fund Balance Appropriated | \$ 4,212,000 | \$ - |
| | <u>\$ 4,462,000</u> | <u>\$ -</u> |

| | | |
|---------------------------|---------------------|---------------------|
| Operating Expenses | <u>\$ 4,462,000</u> | <u>\$ -</u> |
| Multiple Grant Fund | | |
| Revenues | <u>\$ -</u> | <u>\$ -</u> |
| Operating Expenses | <u>\$ -</u> | <u>\$ -</u> |
| South Main TAD Fund | | |
| Revenues | <u>\$ 675,000</u> | <u>\$ 865,000</u> |
| Operating Expenses | <u>\$ -</u> | <u>\$ 50,000</u> |
| Old Register TAD Fund | | |
| Revenues | <u>\$ 242,630</u> | <u>\$ 402,000</u> |
| Operating Expenses | <u>\$ 242,630</u> | <u>\$ 284,665</u> |
| Hotel Motel | | |
| Revenues | <u>\$ 1,400,000</u> | <u>\$ 1,685,000</u> |
| Operating Expenses | <u>\$ 1,400,000</u> | <u>\$ 1,685,000</u> |
| Tech Fee | | |
| Revenues | <u>\$ 60,000</u> | <u>\$ 55,000</u> |
| Operating Expenses | <u>\$ 40,000</u> | <u>\$ 22,595</u> |
| Capital Funds | | |
| 2013 SPLOST | | |
| Revenues | \$ 75,000 | \$ 45,000 |
| Fund Balance Appropriated | - | - |
| | <u>75,000</u> | <u>45,000</u> |
| Capital Expense | <u>\$ -</u> | <u>\$ -</u> |
| 2018 TSPLOST | | |
| Revenues | \$ 1,400,000 | \$ 400,000 |
| Fund Balance Appropriated | 6,341,000 | 7,825,000 |
| Total | <u>\$ 7,741,000</u> | <u>\$ 8,225,000</u> |
| Capital Expense | <u>\$ 7,741,000</u> | <u>\$ 8,225,000</u> |
| 2019 SPLOST | | |
| Revenues | \$ 9,596,184 | \$ 2,605,715 |
| Fund Balance Appropriated | \$ - | \$ - |
| Total | <u>\$ 9,596,184</u> | <u>\$ 2,605,715</u> |

| | | |
|-------------------------------|---------------------|---------------------|
| Capital Expense | <u>\$ 6,961,460</u> | <u>\$ 2,013,765</u> |
| 2023 TSPLOST | | |
| Revenues | \$ 6,242,000 | \$ 6,767,000 |
| Fund Balance Appropriated | \$ - | \$ - |
| Total | <u>\$ 6,242,000</u> | <u>\$ 6,767,000</u> |
| Capital Expense | <u>\$ 2,795,000</u> | <u>\$ 6,350,000</u> |
| 2025 SPLOST | | |
| Revenues | \$ - | \$ 2,449,755 |
| Fund Balance Appropriated | \$ - | \$ 590,245 |
| Total | <u>\$ -</u> | <u>\$ 3,040,000</u> |
| Capital Expense | <u>\$ -</u> | <u>\$ 3,040,000</u> |
| CIP | | |
| Revenues | <u>\$ 110,000</u> | <u>\$ -</u> |
| Capital Expense | <u>\$ 110,000</u> | <u>\$ -</u> |
| CDBG-EIP | | |
| Revenues | <u>\$ -</u> | <u>\$ -</u> |
| Capital Expense | <u>\$ -</u> | <u>\$ -</u> |
| LMIG- Akins Blvd | | |
| Revenues | <u>\$ -</u> | <u>\$ -</u> |
| Capital Expense | <u>\$ -</u> | <u>\$ -</u> |
| Internal Service Funds | | |
| Health Insurance Fund | | |
| Revenues | \$ 5,177,500 | \$ 5,268,325 |
| Fund Balance Appropriated | - | - |
| Total | <u>\$ 5,177,500</u> | <u>\$ 5,268,325</u> |
| Operating Expenses | <u>\$ 5,177,500</u> | <u>\$ 5,268,325</u> |
| Fleet Management Fund | | |
| Revenues | \$ 710,505 | \$ 884,460 |
| Fund Balance Appropriated | 243,290 | \$ 138,715 |
| Total | <u>\$ 953,795</u> | <u>\$ 1,023,175</u> |
| Operating Expenses | \$ 936,340 | \$ 1,005,720 |
| Capital Expenses | - | - |

| | | |
|--|-----------------------|-----------------------|
| Debt Service | 17,455 | 17,455 |
| Total | <u>\$ 953,795</u> | <u>\$ 1,023,175</u> |
| Wellness Fund | | |
| Revenues | \$ 71,290 | \$ 73,335 |
| Fund Balance Appropriated | \$ - | \$ - |
| Total | <u>\$ 71,290</u> | <u>\$ 73,335</u> |
| Operating Expenses | <u>\$ 71,150</u> | <u>\$ 73,335</u> |
| Central Services Fund | | |
| Revenues | \$ 2,423,185 | \$ 2,732,825 |
| Fund Balance Appropriate | \$ - | \$ - |
| | <u>\$ 2,423,185</u> | <u>\$ 2,732,825</u> |
| Operating Expenses | \$ 1,627,065 | \$ 1,759,105 |
| Capital Expense | \$ 638,000 | \$ 945,000 |
| | <u>\$ 2,265,065</u> | <u>\$ 2,704,105</u> |
| Less Internal Funds Expenses | \$ 7,812,055 | \$ 8,106,485 |
| Less Transfers Between Funds | \$ 7,646,160 | \$ 7,920,000 |
| Total Operating | <u>\$ 53,253,616</u> | <u>\$ 58,859,335</u> |
| Total Capital | <u>\$ 40,261,960</u> | <u>\$ 29,098,765</u> |
| Total Debt Service (Enterprise Funds) | <u>\$ 1,196,220</u> | <u>\$ 1,355,045</u> |
| Total Expenditures | <u>\$ 93,515,576</u> | <u>\$ 87,958,100</u> |
| Total Expenditures Including Transfers and Internal Service Funds | <u>\$ 108,973,791</u> | <u>\$ 103,984,585</u> |

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: Cain Smith, City Attorney

Date: May 27, 2025

RE: June 3, 2025 City Council items

Policy Issue: Public Hearing and First Reading of Ordinance 2025-03 amending Statesboro Code of Ordinances Section 18-105 regarding professional occupational taxes for attorneys.

Recommendation:

Approval

Background:

This revision is necessary to collect occupational taxes from attorneys under current state case law. Was approved for first reading at May 20, 2025 work session.

Budget Impact: Unknown

Council Person and District: All

Attachment: Redlined ordinance

Ordinance 2025-03:

Sec. 18-105. - Practitioners of professions and occupations.

Practitioners of professions and occupations enumerated in O.C.G.A. 48-13-9(c) shall pay the occupation tax as set forth in section 18-104 above or shall pay an occupation tax of \$400.00 per practitioner. On the tax return for 2008 or such later time as the practitioner first commences business in the city, the practitioner shall elect a method of taxation. Such election shall be changed for subsequent calendar years only by a written request filed by the practitioner on or before February 1 of the year in which the election is to be changed.

Occupational taxes on attorneys continuing from the preceding year shall be due and payable on January 1 of each subsequent year. Occupational tax due from attorneys continuing operation in the current year from the preceding year shall be considered delinquent if not paid by April 15 of each year. Any attorney failing to pay the occupational taxes within 120 days after January 1 shall be subject to and shall pay a ten percent penalty of the amount of tax or fees due and interest as provided by state law. Such penalty shall be assessed in full on the 121st day of the tax year in addition to interest on delinquent occupation taxes and regulatory fees.

CITY OF STATESBORO

COUNCIL

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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, Director of Public Works and Engineering

Date: 5/27/2025

RE: FY2025 Local Road Assistance (LRA) Grant Application

Policy Issue: Street Resurfacing

Recommendation:

Engineering staff recommends approval of the submittal of the GDOT LRA Application for City of Statesboro Street Resurfacing FY 2025.

Background:

Local Maintenance and Improvement Grant (LMIG), is an annual program in which GDOT allocates transportation funds to local governments. The City uses these funds to supplement the Street Resurfacing Budget. City Engineering staff evaluates City streets annually to prioritize and select streets for the yearly LMIG resurfacing list that is submitted to GDOT.

For FY 2025, GDOT is providing an opportunity to receive additional LMIG funding in the form of the Local Road Assistance Grant. This funding will require no local match, and the application will need to be submitted no later than June 15, 2025. The Engineering Department will utilize all funding received from both the LMIG grant and LRA grant on resurfacing for FY2025. The resurfacing list that was presented as part of the FY2025 LMIG application at the November 5, 2024 Council Meeting has been amended to add more resurfacing work.

Budget Impact:

The GDOT formula amount for FY 2025 is \$366,515.86 to be allocated to the City of Statesboro with a minimum requirement of at least 30% matching funds. The City will also receive LRA funding in the amount of \$449,653.53 with no local match requirement. The TSPLOST funds available for FY2025 is \$1,000,000. Therefore, the total amount of \$1,816,169.39 will be the budget for the FY2025 resurfacing project.

Council Person and District:

All council districts. The street resurfacing list includes each district.

Attachments: FY2025 LRA Resolution
FY2025 Resurfacing List

RESOLUTION 2025-10:

A Resolution approving the City of Statesboro Proposed Fiscal Year 2025 Street Resurfacing Program and further authorizing the Mayor to execute the Georgia Department of Transportation Local Road Assistance Grant Application for Fiscal Year 2025.

THAT WHEREAS, the City participates in the Georgia Department of Transportation (GDOT) Local Maintenance Improvement Grant (LMIG) Program for funding assistance for road improvement projects within the City of Statesboro;

WHEREAS, GDOT has allocated additional LMIG funding for FY2025 called Local Road Assistance which requires no local match;

WHEREAS, the LMIG program requires that the City present a list of streets for participation annually and that the City execute the Local Government Affidavit and Certification in order to receive funding assistance for the listed streets;

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 roads for funding through the LMIG 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 3rd day of June, 2025.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City Clerk

FY 2025 RESURFACING

| District | Street Name | Beginning | End | Estimated Cost | Miles |
|----------|-------------------|----------------|---------------------|----------------|-------|
| 1,2,3,4 | Zetterower Avenue | Fair Road | East Parrish Street | \$1,360,000 | 1.710 |
| 3,5 | Gentilly Road | Gentilly Drive | East Grady Street | \$434,134 | 0.6 |
| Total | | | | \$1,794,134 | 2.310 |

| | |
|---------------|----------------|
| LMIG Funds | \$366,515.86 |
| LRA Funds | \$449,653.53 |
| TSPLOST Funds | \$1,000,000.00 |
| Total | \$1,816,169.39 |




STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police 

DATE: June 3, 2025

RE: Maximum Non-Consensual Towing Rates

POLICY ISSUE: Non-Consensual Towing

RECOMMENDATION: That Council adopt a Maximum Rate Tariff that ties the city's rate to the state rate.

BACKGROUND: In 2021, the City Council adopted a Maximum Tariff Rate for non-consensual towing that tied the city's rate to the state's rate. However, in that Resolution, the Council also referenced the 2017 state rates. I propose that Council adopt a new resolution which simply matches the city rate to whatever the current state rate is, regardless of adoption date, to ensure the city and state match.

BUDGET IMPACT: These are fees charged to individual citizens and have no impact on the City budget.

COUNCIL DISTRICT: All

ATTACHMENTS: (1) The current City Towing Rates and Charges
(2) The current State Towing Rates and Charges
(3) Resolution

GEORGIA DEPARTMENT OF PUBLIC SAFETY
MAXIMUM RATE TARIFF
INTRASTATE RATES AND CHARGES
NON-CONSENSUAL TOWING

SECTION 2 – RATES AND CHARGES

A. TOWING RATES AND CHARGES

- | | |
|--|------------------------|
| 1. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less | Not to exceed \$175.00 |
| 2. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds to 20,000 | Not to exceed \$300.00 |
| 3. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – per unit charge | Not to exceed \$450.00 |
| 4. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – combination unit | Not to exceed \$850.00 |
-

B. STORAGE RATES AND CHARGES

- | | |
|--|-----------------------|
| 1. Storage for the first 24 hours, beginning at the time the vehicle is removed from the property | No charge |
| 2. Storage for any day or days the impoundment facility is closed and the vehicle's owner is unable to claim the vehicle | No charge |
| 3. Daily storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less | Not to exceed \$25.00 |
| 4. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds to 20,000 pounds | Not to exceed \$30.00 |
| 5. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – per unit charge | Not to exceed \$40.00 |
| 6. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – combination unit | Not to exceed \$75.00 |
-

ISSUED: 09/25/2017

EFFECTIVE: 11/10/2017

GEORGIA DEPARTMENT OF PUBLIC SAFETY
MAXIMUM RATE TARIFF
INTRASTATE RATES AND CHARGES
NON-CONSENSUAL TOWING

SECTION 2 – RATES AND CHARGES

C. OTHER RATES AND CHARGES

Operator Fee

1. If vehicle has been hooked with hoisting apparatus or loaded by the wrecker service and the vehicle has not left the premises and the owner or operator produces ignition key and removes vehicle immediately.
 - (a) Operator Fee for vehicles with a GVWR of 19,999 or less Not to exceed \$ 100.00
 - (b) Operator Fee for vehicles with a GVWR of 20,000 or more Not to exceed \$150.00

Notification Fee

2. Notification fee may be charged within the first 24 hours where local law enforcement is notified in writing, by facsimile or other electronic means, in a manner acceptable to local law enforcement Not to exceed \$ 20.00
3. Notification fee may be charged after the first 72 hours Not to exceed \$ 50.00
4. The Notification Fees provided for herein SHALL NOT EXCEED a maximum total Notification Fee of \$70.00, cumulatively
5. After 30 days, the process outlined in Chapter 11 of Title 40 of the Official Code of Georgia, related to abandoned motor vehicles, applies.

After Hours Fee

6. After hours fee may be charged if the vehicle's owner wishes to claim an impounded vehicle after the carrier's posted business hours Not to exceed \$ 50.00

ISSUED: 09/25/2017

EFFECTIVE: 11/10/2017



GEORGIA DEPARTMENT OF PUBLIC SAFETY

STATEWIDE MAXIMUM RATE TARIFF NO. 5

INTRASTATE RATES AND CHARGES

Applying to

NONCONSENSUAL TOWING

As described in DPS Rule 570-38-7

O.C.G.A. § 44-1-13

MAXIMUM RATE TARIFF

NOTE: The rates contained herein apply to the towing and storage of vehicles improperly parked or trespassing on private property and removed at the request of the property owner or their authorized agent, without the prior consent of the vehicle's owner or operator.

ISSUED BY:

GEORGIA DEPARTMENT OF PUBLIC SAFETY

P.O. Box 1456

Atlanta, Georgia 30371-1456

ISSUED: 04/11/2024

EFFECTIVE: 06/17/2024

GEORGIA DEPARTMENT OF PUBLIC SAFETY
STATEWIDE MAXIMUM RATE TARIFF NO. 5
INTRASTATE RATES AND CHARGES
NONCONSENSUAL TOWING

SECTION 1 – BACKGROUND/INTRODUCTION

The rates prescribed in this tariff apply to all nonconsensual towing and storage movements within the State of Georgia for the removal and storage of vehicles improperly parked or trespassing on private property. (Exception: The governing authority of a municipality may require towing and storage operators to charge lower maximum rates on traffic moving between points within such municipality than those provided herein.)

APPLICATION OF TARIFF

This tariff governs rates, fares and charges for services related to the removal and storage for towing of trespassing vehicles on private property when towing is performed without the prior consent or authorization of the owner or operator of the vehicle.

GOVERNING LAW AND RULES

This tariff is authorized by O.C.G.A. § 44-1-13 and governed by Georgia Department of Public Safety Rules and Regulations Chapter 570-38-7.

DISCOUNTS FROM MAXIMUM RATES OR CHARGES

The rates and charges prescribed herein are maximum rates. Nonconsensual towing carriers (or "carriers") shall not exceed the maximum rates and charges set forth herein. However, carriers may negotiate lower rates at their discretion.

METHOD OF PAYMENT

Payment may be made by cash, money order, certified check or cashier's check. Carriers equipped to accept debit cards and major credit cards may do so at no additional charge to the owner or operator of the vehicle.

ISSUED: 04/11/2024

EFFECTIVE: 06/17/2024

GEORGIA DEPARTMENT OF PUBLIC SAFETY
STATEWIDE MAXIMUM RATE TARIFF NO. 5
INTRASTATE RATES AND CHARGES
NONCONSENSUAL TOWING

SECTION 1 – BACKGROUND/INTRODUCTION

POSTED NOTICE

The rates and charges prescribed in this tariff may only be assessed if the private property on which the trespassing vehicle is located has posted notice stating that any unauthorized vehicles will be towed. Such notices must conform to the sign specifications outlined in DPS Rule 570-38-7-.14. An owner of residential private property containing not more than four residential units is not required to comply with the posting requirements of O.C.G.A. § 44-1-13 and DPS Rule 570-38-7-.14.

IMPOUNDMENT RECORDS AND CONTRACTS

In lieu of executing a contract with a private property owner or their authorized agent, nonconsensual towing carriers removing trespassing vehicles from residential properties containing not more than four residential units may instead obtain advance, signed authorization from the property owner or authorized agent. Proof regarding any such authorization must be maintained by the wrecker service and furnished to DPS staff upon request.

ISSUED: 04/11/2024

EFFECTIVE: 06/17/2024

GEORGIA DEPARTMENT OF PUBLIC SAFETY
MAXIMUM RATE TARIFF NO. 5
INTRASTATE RATES AND CHARGES
NONCONSENSUAL TOWING

SECTION 2 – RATES AND CHARGES

A. TOWING RATES AND CHARGES

- | | |
|--|--------------------------|
| 1. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less | Not to exceed \$228.00 |
| 2. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds to 20,000 pounds | Not to exceed \$390.00 |
| 3. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – per unit charge | Not to exceed \$585.00 |
| 4. Removal fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – combination unit | Not to exceed \$1,105.00 |
-

B. STORAGE RATES AND CHARGES

- | | |
|--|------------------------|
| 1. Storage for the first 24 hours, beginning at the time the vehicle is removed from the property | No charge |
| 2. Storage for any day or days the impoundment facility is closed and the vehicle's owner is unable to claim the vehicle | No charge |
| 3. Daily storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,000 pounds or less | Not to exceed \$33.00 |
| 4. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 10,001 pounds to 20,000 pounds | Not to exceed \$39.00 |
| 5. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – per unit charge | Not to exceed \$52.00 |
| 6. Daily Storage fee for vehicles with a Gross Vehicle Weight Rating (GVWR) of 20,001 pounds or greater – combination unit | Not to exceed \$98.00 |
| 7. Daily Storage fee for electric vehicles | Not to exceed \$60.00 |
| 8. Daily storage fee for electric vehicles that are damaged and require an isolation barrier | Not to exceed \$100.00 |
-

GEORGIA DEPARTMENT OF PUBLIC SAFETY
MAXIMUM RATE TARIFF NO. 5
INTRASTATE RATES AND CHARGES
NONCONSENSUAL TOWING

SECTION 2 – RATES AND CHARGES

C. OTHER RATES AND CHARGES

Operator Fee

1. If vehicle has been hooked with hoisting apparatus or loaded by the wrecker service and the vehicle has not left the premises and the owner or operator produces ignition key and removes vehicle immediately.

| | |
|---|-------------------------|
| (a) Operator Fee for vehicles with a GVWR of 19,999 or less | Not to exceed \$ 130.00 |
| (b) Operator Fee for vehicles with a GVWR of 20,000 or more | Not to exceed \$195.00 |

Notification Fee

2. Notification fee may be charged within the first 24 hours where local law enforcement is notified in writing, by facsimile or other electronic means, in a manner acceptable to local law enforcement

| | |
|--|------------------------|
| | Not to exceed \$ 26.00 |
|--|------------------------|
3. Notification fee may be charged after the first 72 hours

| | |
|--|------------------------|
| | Not to exceed \$ 65.00 |
|--|------------------------|
4. The Notification Fees provided for herein SHALL NOT EXCEED a maximum total Notification Fee of \$91.00, cumulatively.
5. After 30 days, the process outlined in Chapter 11 of Title 40 of the Official Code of Georgia, related to abandoned motor vehicles, applies.

After Hours Fee

6. After hours fee may be charged if the vehicle's owner wishes to claim an impounded vehicle after the carrier's posted business hours

| | |
|--|------------------------|
| | Not to exceed \$ 65.00 |
|--|------------------------|

Resolution 2025-11: A Resolution Adopting Maximum Tariff Rates by Towing and Storage Operators Engaged in Non-Consensual Towing

Whereas the City of Statesboro has adopted an ordinance to regulate non-consensual towing, and said ordinance calls for certain fees to be established by the Mayor and Council, and;

Whereas the City has decided to adopt the Maximum Tariff Rate as established by the State of Georgia rather than a lower maximum rate;

Now therefore be it resolved that any towing or storage operator engaged in the business of providing non-consensual towing services shall not charge the owner of any towed motor vehicle more than the maximum rates published in the "Non-Consensual Towing Maximum Rate Tariff" prescribed by the State of Georgia through the Georgia Department of Public Safety.

Be it further resolved that no storage fees will be charged for the first 24 hour period starting from the time the vehicle is removed from the property.

Be it further resolved that the imposition of unauthorized charges or rates for storage and removal is a violation of Section 18-235 of the Code of Ordinances and shall subject the offending towing or storage operator, upon conviction in the Municipal Court, to a maximum fine of \$1,000 and a period of incarceration not to exceed thirty (30) days, and that any violation shall be reported to the Georgia Department of Public Safety so that agency can take appropriate action against the offending owner's or operator's state issued, non-consensual towing license.

This Resolution shall be and remain in full force and effect from and after its date of adoption.

Dated this 3rd Day of June, 2025

The Mayor and City Council of Statesboro, Georgia

BY:

The Honorable Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City Clerk



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: June 3, 2025

RE: Annual Wrecker Agreement

POLICY ISSUE: Adoption of Annual Wrecker Agreement

RECOMMENDATION: That Council approve the July 1, 2025-June 30, 2026 Wrecker Agreement.

BACKGROUND: The City maintains a Wrecker Agreement with local businesses that conduct motor vehicle tows. The Agreement provides companies with requirements in order to be used by the City to tow vehicles at the City's request. In order to be placed on the wrecker rotation, companies must agree to, and abide with, the Agreement. As an example, if the police respond to a motor vehicle crash and a driver requires a tow from the scene, and that driver does not have a personally preferred towing service, the City will contact the next wrecker available under the rotation. This Agreement has been adopted annually by City Council.

There are no proposed changes to last year's Agreement aside from the dates.

BUDGET IMPACT: There is no budget impact.

COUNCIL DISTRICT: All

ATTACHMENTS: Updated Wrecker Agreement.

STATESBORO POLICE DEPARTMENT TOWING ROTATION AGREEMENT

July 01, 2025 to June 30, 2026

DEFINITIONS

1. SPD: The Statesboro Police Department
2. Company: The towing company making application for Rotation
3. Owner: Person(s) that own and/or operate/manage a company
4. Operator: An approved tow truck driver/operator
5. Yard: A secured impoundment facility that meets the requirements of the Department of Public Safety's Rule 570-6-1-08
6. Normal Business Hours: 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays
7. Sanctions: A penalty, including but not limited to, warnings, suspensions, and/or termination

DISCLAIMER

SPD is seeking to establish a Towing Rotation list to be used when a sworn officer requests the removal and towing of a motor vehicle. SPD reserves the right to make changes to the Agreement, with sufficient notice to the Companies.

Being on the SPD Towing Rotation List is a privilege and not a right. This does not create a contract between SPD and the Company. To be eligible for inclusion on the SPD Towing Rotation List towing Companies must submit, during the application period, their Towing Rotation Application. Companies must agree to comply with the rules and regulations as set forth in this Towing Rotation Agreement. Companies must also follow all Federal, State, and local laws and regulations related to towing companies. Failure to comply with the terms of this Agreement or applicable Federal, State, or local laws or regulations may lead to sanctions against the Company. These sanctions are described further by this Agreement.

The signature of the duly authorized representative on the Application and Agreement signifies that the company acknowledges the following:

- the entire document has been read
- the information provided by the Company is complete and accurate
- that the Company and all of its employees are bound by the provisions of the Agreement
- that the Company understands the requirements for inclusion on the Towing Rotation List
- that the Company accepts all conditions of the Agreement
- that the Company accepts responsibility for the actions of its owners and operators
- that the Company's inclusion on the SPD Towing Rotation List is a discretionary privilege and not a right
- that the Company's inclusion on the SPD Towing Rotation List does not guarantee an equal or specific number of calls while on the rotation

- that falsification of any portion of this Application or Agreement, including in any documentation provided in support of the Application, shall be cause for immediate removal from the Towing Rotation List
- that any such falsifications may later result in criminal prosecution

DESCRIPTION

1. This rotation and agreement will be effective July 01, 2024 to June 30, 2025 unless terminated earlier at the discretion of SPD.
2. Renewals and enrollments for existing and/or new companies must be completed each year during the renewal/enrollment period specified by SPD.

APPLICATION REQUIREMENTS

1. SPD will receive sealed packets until June 17, 2024 at 4:00 p.m. at 25 West Grady Street, Statesboro, Georgia. Packets delivered by this date and time will be processed in preparation for the July 01, 2024 implementation date.
2. Packets must be complete in order to be considered.
3. SPD reserves the right to reject all application, to waive any informality or technicality, and to accept applications deemed to be in the best interest of the Agency.
4. Packets which include trucks, drivers, yards, owners, operators, or managers not qualifying for participation per the terms of this Agreement will not be considered.

CONDITIONS APPLYING TO THE COMPANY

1. The Company is responsible for submitting all information requested as part of this application
2. Managers who do not drive or operate tow trucks must submit original GCIC criminal histories not older than 30 days. Arrests that do not have dispositions listed will not be acceptable for the background check without a court document showing formal disposition of the charges.
3. Managers must be in compliance with the following criteria:
 - a. Must be legally authorized to work in the United States
 - b. Shall not have been convicted in Georgia of murder, rape, armed robbery, kidnapping, aggravated sodomy, aggravated sexual battery, aggravated child molestation, any felony crime involving an assault or battery against a law enforcement officer or government official, or any felony crime involving sexual conduct. For purposes of this definition, a conviction includes a guilty verdict, a guilty plea, or a plea of Nolo Contendere and includes anyone placed under a Court's supervision to avoid an adjudication of guilt under a First Offender sentence or Pre-Trial Diversion program. The date of conviction is the date on which any of these sentences was imposed by the Court.
 - c. Shall not have been convicted in any other state of a crime similar to the Georgia offenses listed above.
 - d. Shall not have been declared incompetent by reason of mental defect or disease without a later adjudication restoring said competency by a Court.
 - e. Shall not be a Registered Sex Offender in Georgia or in any other state.

- f. Shall not have any convictions in Georgia or any other state involving violence, moral turpitude, weapons, illegal use/possession of any substance, domestic violence, resisting arrest, obstructing justice, or theft within the past 5 years. This applies to misdemeanors and felonies. For purposes of this definition, moral turpitude means conduct which is done knowingly contrary to justice, honesty, or good morals; has an element of falsification or fraud, or contains an element of harm or injury directed to the person or property of another.
4. The Company must maintain at least one approved yard within 7 miles of the city limits.
5. If the Company has only one approved Driver, and if that Driver is to be unavailable or out of service for any length of time, the Company shall not use an unauthorized driver during that time period.
6. The Company must maintain general liability and property damage insurance equivalent to that required by the Georgia Department of Public Safety Rule 570-6-1-09 governing nonconsensual towing. The City of Statesboro shall be listed as an additional insured and the Company shall provide proof to SPD that the City of Statesboro is so listed.
7. The Company shall provide evidence of Worker's Compensation Insurance and shall maintain said coverage throughout the rotation year as required per Georgia law.
8. The Company will be available 24 hours a day, 7 days a week. The towing company called to tow a vehicle must be at the scene of the call within 20 minutes, except under extraordinary circumstances. The wrecker which arrives must bear the markings of the towing company which was contacted to respond. If the wrecker contacted does not arrive within 20 minutes then another towing service may be requested to respond and the first company sanctioned.
9. The Company bears the responsibility for ensuring that it can respond to requests. SPD's Dispatch Center will attempt to contact Companies on the list by phone one time and then move on to the next towing service on the list. It is not Dispatch's responsibility to continue to call the towing service. If a Company cannot be reached and the next service is contacted, SPD's Dispatch will note this fact and forward the information to the Operations Bureau Captain.
10. For all regular rotation calls, the Company agrees to bill for towing and storage at the exact same rate as provided in the "Nonconsensual Towing Maximum Rate Tariff" adopted and published annually by the Mayor and City Council of Statesboro. In cases of tows which are longer than one hour, an on-scene SPD supervisor may sign the tow receipt, noting the wrecker's arrival and departure from the scene, and thereby authorize billing at an additional \$15.00 per additional quarter hour. For purposes of this section, the tow begins when the SPD dispatcher or officer contacts the Company. It ends when the wrecker departs the scene with the vehicle in tow.
11. If the Company initiates proceedings to perfect and enforce its lien rights against the vehicle as provided for in Chapter 3 of Title 40 of the Official Code of Georgia, the Company may assess the actual costs of postage for providing notice via certified mail or statutory overnight delivery to the owner.
12. Only those charges allowed per this agreement may be charged to a vehicle owner or insurance company. There will be no additional charges allowed for cleanup of any debris or spills at the scene. SPD may perform audits on Company billing receipts.
13. The Company will ensure that all operators, assistants, trainees, and any other employees have sufficient experience and/or training in currently recommended towing techniques. It will also

ensure that they are capable of performing their duties in a lawful, safe, proper, and efficient manner.

14. The dispatch phone number shall be answered in the name of the Company making application.
15. The Company agrees not to use unapproved managers, drivers, operators, yards, or trucks. New managers, drivers, operators, yards, and trucks may be added by submitting the required information and supporting documentation. The Company must immediately notify SPD of any and all changes to Company information including the removal of any yard, truck, driver, or operator.
16. The Company shall state their regular business hours on the application and shall maintain those hours while serving on the Towing Rotation List.
17. Applications for inclusion on SPD's Towing Rotation List shall constitute agreement and consent by the person or entity making the application for inspections by SPD personnel. These inspections include, but are not limited to, entry onto the premises during normal business hours, inspection of records, inspection of the conditions on the yard, and inspection of equipment. These inspections are for purposes of determining compliance with the terms set forth in this agreement.
18. Only those Companies contacted by SPD's Dispatch from the Towing Rotation List may respond to an SPD tow request. Companies are prohibited from responding to calls based on surveillance, either in person or by overhearing radio traffic and responding. Further, the Company contacted by Dispatch from the Towing Rotation List must be the one which responds. Companies are not permitted to cover for one another without the List itself being changed at the direction of the Chief of Police or his/her designee.
19. The Company will maintain complete and accurate records of all SPD-requested tows and shall provide SPD with said records upon request. Failure to maintain such records will result in sanctions up to suspension or removal from the Towing Rotation List.
20. The Company agrees that all work will be performed using equipment declared on the Company's application and approved for use by SPD. No work on behalf of SPD will be performed by equipment, employees, or agents of the Company not declared on the Company's application. The only exceptions are when specialized equipment is needed for the towing of vehicles requiring special handling. In that case, a subcontractor may be utilized.
21. The Company will ensure that tow truck operators provide only those services that are necessary or requested and will, at the time of the tow, provide the owner or driver of the vehicle (if present on scene) with the following:
 - a. the location where the vehicle will be stored
 - b. a copy of the current rate schedule
 - c. the terms of the vehicle recovery
22. The Company shall make every effort to resolve legitimate claims for damage or theft that are obviously related to the towing and/or storage of the vehicle. This will be done in a timely manner. Vehicles that are damaged as a result of the tow may result in the Company being sanctioned up to suspension or removal from rotation.
23. The Company shall provide SPD officers on scene any requested information regarding the Company, driver, truck, equipment, yard, or any other fact deemed pertinent.

24. The Company shall ensure that once the Operator is given control of the vehicle at the tow scene a notation is made on the invoice describing any property removed from the vehicle and the name of the person removing it.
25. Operators shall not leave the scene of a tow on a traffic collision until all debris, oils, and radiator fluids (including all absorbent material) have been properly removed unless permitted by the SPD officer.
26. The Company shall provide renewal copies of occupation tax certificates, local/state/federal licenses, insurance, registration, Motor Carrier Certification, and driver certificates to SPD at the time the item is renewed. As the Companies should reasonably know when these items are due, Companies will be suspended without notice until the renewed copies are provided or may be terminated if the renewal is not received within 30 days of the previous expiration. Notification by an insurance company or the State of Georgia that a required element of this Agreement has been revoked shall be cause for immediate suspension without notification by SPD.
27. The Company shall ensure that all owners, operators, office staff, and any other Company employees shall cooperate fully and honestly with SPD officers at the scene of traffic collisions. Dishonesty and/or failure to cooperate may result in sanctions up to termination from the Towing Rotation List.
28. The Company shall ensure that all owners, managers, and operators report to SPD at 25 West Grady Street no later than July 1 of each year to sign authorization forms for bi-annual criminal and driver's history checks to be conducted.
29. The Company must submit a Georgia E-Verify affidavit form or exemption affidavit along with its application packet.

CONDITIONS APPLYING TO THE OPERATOR

1. Operators shall comply with all Federal, State, and local laws and regulations when engaged in Rotation Towing.
2. Each Owner and Operator must submit original GCIC criminal histories not older than 30 days. Arrests that do not have dispositions listed will not be acceptable for the background check without a court document showing formal disposition of the charges.
3. An SPD identification card shall only be issued to Owners and Operators who meet the following criteria:
 - a. Must be legally authorized to work in the United States
 - b. Shall not have been convicted in Georgia of murder, rape, armed robbery, kidnapping, aggravated sodomy, aggravated sexual battery, aggravated child molestation, any felony crime involving an assault or battery against a law enforcement officer or government official, or any felony crime involving sexual conduct. For purposes of this definition, a conviction includes a guilty verdict, a guilty plea, or a plea of Nolo Contendere and includes anyone placed under a Court's supervision to avoid an adjudication of guilt under a First Offender sentence or Pre-Trial Diversion program. The date of conviction is the date on which any of these sentences was imposed by the Court.
 - c. Shall not have been convicted in any other state of a crime similar to the Georgia offenses listed above.
 - d. Shall not have been declared incompetent by reason of mental defect or disease

- without a later adjudication restoring said competency by a Court.
- e. Shall not be a Registered Sex Offender in Georgia or in any other state.
 - f. Shall not have any convictions in Georgia or any other state involving violence, moral turpitude, weapons, illegal use/possession of any substance, domestic violence, resisting arrest, obstructing justice, or theft within the past 5 years. This applies to misdemeanors and felonies. For purposes of this definition, moral turpitude means conduct which is done knowingly contrary to justice, honesty, or good morals; has an element of falsification or fraud, or contains an element of harm or injury directed to the person or property of another.
- 4. Each Owner and Operator must submit his driving record, not older than 30 days, from the Georgia Department of Public Safety.
 - 5. Each Owner or Operator who responds to Rotation calls shall clearly display a valid SPD identification card which has been issued to that Owner or Operator for his/her specific Company. ID cards are non-transferable and shall be used for official, Rotation calls only. The use of ID cards to obtain credit, complete a financial transaction, or secure a gratuity is prohibited. The card remains the property of SPD and shall be surrendered to SPD upon termination. The Company is responsible for making sure that the ID card is returned to SPD and shall not destroy or dispose of said ID cards.
 - 6. Operator error that results in excess of \$1,000.00 in damage to a vehicle or which causes bodily injury may result in the Company being sanctioned and the Operator being permanently banned from participating in the Towing Rotation List.
 - 7. Using an unauthorized Operator on a Rotation call may result in a Company's immediate termination from the Towing Rotation List.

CONDITIONS APPLYING TO THE TRUCKS AND EQUIPMENT

- 1. Each tow truck shall comply with the equipment requirements as established by the Georgia Department of Public Safety's Rule 570-6-1-11.
- 2. Tow trucks must comply with all Federal, State, and local laws.

CONDITIONS APPLYING TO THE STORAGE YARD/LOT

- 1. Yards/lots shall be located within a 7 mile radius of the city limits of Statesboro and in compliance with the requirements of the Georgia Department of Public Safety's Rule 570-6-1-.08 governing non-consensual towing.
- 2. The Company shall provide owner access to vehicles towed subject to a Rotation call during the normal business hours on the Company's application. If the Company provides access to the vehicle outside of the normal business hours listed on the application, the Company may charge the owner "after hours fees" as prescribed in the "Nonconsensual Towing Maximum Rate Tariff" adopted and published annually by the Mayor and City Council.
- 3. Companies, upon being contacted by the vehicle owner or authorized agent will comply with the following:
 - a. A representative of the Company will respond within 20 minutes and by appointment
 - b. The Company will not charge the vehicle owner or authorized agent an additional fee

for responding to the yard during normal business hours for the purposes of any of the following activities:

- i. Releasing a vehicle
 - ii. Releasing life essential personal property contained within the vehicle
 - iii. Inspecting the condition of the vehicle
4. Yards that experience frequent problems with theft from, or vandalism to, towed or stored vehicles may be prohibited from accepting vehicles towed under the Towing Rotation List.
 5. All property removed from towed vehicles by the Company for "safekeeping" must be listed on the invoice received by the vehicle owner.
 6. The Company shall ensure that the storage yard operator maintains a log of individuals who have been given access to vehicles for the purpose of removing personal property. Such a log shall show the name, vehicle, date, time, and receipt number.

COMPLAINTS PROCEDURES

1. The Company shall cooperate with SPD in any inquiry regarding a complaint alleging that any part of this agreement has been violated by the Company.
2. As a matter of practicality, the enforcement of certain articles in this Agreement occurs primarily as violations are reported to SPD.
3. SPD shall be the determining authority as to the severity of any violation. Complaints will be delivered to the Dispatch Supervisor, registered with the Operations Bureau Captain, and then assigned out for investigation. The Operations Bureau Captain will then make a recommendation to the Chief of Police or his/her designee as to the appropriate disposition of the complaint and any potential sanctions.

PENALTIES FOR VIOLATION OF THE TERMS OF THIS AGREEMENT

1. SPD has an obligation to the public regarding the safety of vehicles and their contents when towed and stored at SPD request and by a Company operating under the Towing Rotation List. When circumstances warrant, it may be necessary to immediately suspend a towing company from the Rotation and continue said suspension until the situation can be thoroughly investigated and a fair decision rendered.
2. Actions that may result in a Company's suspension or termination from the SPD Towing Rotation List include, but are not limited to:
 - a. requesting or demanding a vehicle owner sign any financial responsibility disclaimers
 - b. charging unauthorized fees
 - c. holding life-essential personal property "hostage" for payment to the company
 - d. expiration of liability or workers compensation insurance
 - e. failure to maintain complete and accurate records of Rotation towed vehicles
 - f. threats
 - g. operating a tow truck or Company in violation of law
 - h. using unauthorized company operators, trucks, or yards on rotation calls
 - i. serious operator error
 - j. vehicle damage sustained during the towing process

- k. operating unsafe tow trucks
 - l. moving a yard to another location without prior notification to SPD
 - m. operating a yard which does not have an office on site unless the yard and off-site storage location is approved by SPD
 - n. falsifying information on this application
 - o. revocation/suspension of driving or towing privileges by the State of Georgia
3. Following an investigation, the Company will be notified by email or U.S. mail of any sanctions deemed appropriate by SPD
 4. SPD will determine the length of any suspension. Suspension may result in a Company being denied participation for any length of time in the current Rotation, extended into a proceeding Rotation, permanently, or as determined by the Chief of Police or his designee.
 5. A company, yard, truck, or driver may be suspended or terminated from the Rotation for practices determined by SPD to be unlawful, unreasonable, or otherwise not in the best interests of the public and as outlined in this Application.
 6. A violation of any part of this Agreement may be the cause for sanctions.
 7. If SPD removes, suspends, or sanctions a Company on the Rotation the Company will be furnished with the reasons for said sanctions, in writing, within 5 days of imposition of said sanctions. The Company has the right to appeal this decision to the Mayor and City Council. in order to appeal such a decision, the Company shall file a written notice of appeal with the City Clerk within 30 days of receipt of the written decision by SPD. Upon receipt of a notice of appeal, the City Clerk shall place the appeal on the agenda for the next meeting of the Mayor and City Council for hearing.

AFFIRMATION AND ACKNOWLEDGEMENT

I hereby declare under criminal penalty of the State of Georgia that the information contained in the foregoing STATESBORO POLICE DEPARTMENT TOWING ROTATION AGREEMENT application is true and correct. I agree to be bound by all of the terms and conditions contained in the foregoing application and acknowledge that by signing below, I have read the application in its entirety. I agree to abide by the

terms and conditions set forth in the application. I agree to accept responsibility for ensuring that all employees of the Company comply with the provisions of the application.

Company Owner

Printed name: _____

Company name: _____

Date: _____

Phone number: _____

Email address: _____

Mailing address: _____

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Olympia Gaines, Assistant to the City Manager

Date: May 27, 2025

Re: Security Enhancement Incentive Program Application

Policy Issue: Consideration of a motion to:

- 1) Rescind approval of the application submitted by Centurion Property 111 South, LLC dba South Apartment for funding under the Security Enhancement Incentive Program in the amount of \$19,969.50.
- 2) Conditionally approve an application submitted by Centurion Property 111 South, LLC dba South Apartment for funding under the Security Enhancement Incentive Program in the amount of \$9,969.50 subject to the fulfillment of all eligibility requirements.

Recommendation: Approval

Background: The initial application was approved in April 2024, however, due to a delay in the contracted services, the vendor has submitted an updated proposal amending the scope of work. The attached documents include the signed guidelines and an application for the Security Enhancement Incentive Program along with recommendations from the Statesboro Police Department.

Budget Impact: ARPA

Council Person and District: District 2

Attachments: Signed Program Guidelines and Application; Quotation



STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

To: Olympia Gaines, Assistant to the City Manager

cc: Chief Mike Broadhead, SPD

From: Captain Jared Akins, SPD

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

Date: 5/27/25

Mrs. Gaines:

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

To fully understand this amended application, some history and context is necessary. 111 South utilized CableLink Technology, LLC to install their existing camera system several years ago. The system's footprint covered the property effectively but has aged with time and is in need of updates or replacement. 111 South was also the first multi-family student housing complex to agree to network into SPD's Fusus system. Due to the same age and maintenance related issues, Fusus service connecting with the location is often down. In March 2024, 111 South submitted three bids for what amounted to a complete replacement of the existing system, the lowest quote of which was from CableLink Technology, LLC in the amount of \$39,939.00. That application for reimbursement under the Security Enhancement Incentive program was approved by Council unanimously on 4/16/24, with a projected reimbursable amount of \$19,969.50.

Subsequent to Council's approval of the reimbursement, the work quoted was not performed and no reimbursement ever took place. The camera system has continued to suffer from technical issues since. This second application, a sole source quote from the current vendor CableLink, proposes a more modest set of modifications. According to my conversation with Trent Sikes, CableLink owner, the proposed work will restore the existing cameras to functionality (and Fusus access) and will add updated infrastructure including an NVR, dedicated switch, and additional AI capable cameras at the entrance gates. The total quote for this amended project is \$19,969.50 with an allowable reimbursement under SEIP policy of \$9,969.50. As the current system is at the moment troubled but still capable when operable, restoring it to functionality while adding modern AI capable cameras at sensitive locations would seem to be a valid use of SEIP funds.

Overview

Security Enhancement Incentive Program

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

Eligibility Criteria

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

Ineligible:

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

Private Security Camera System Criteria

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

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

Initial: KMB

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

Access Control Systems Criteria

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

Submission Requirements

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

Award Notifications

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

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

Property Owner Signature: _____



Date: _____

9/19/2025

Initial: KMB



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

Please complete this application and submit to:

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

Include the following:

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

Section I: General Information

Property Owner: Centurion Property Group Date: 5/15/2025
Address: 111 RUCKER lane Statesboro, GA 30458
Telephone: 912-225-0381
Email Address: katherine.brown@assetliving.com

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

Property Owner Signature

Date 5/15/2025

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

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

Section II: Reserved for Statesboro Police Department

Checklist:

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

Fiscal Year: 2025
Date Reviewed: 5-19-2025
Approval Amount: \$9,969.50

Lowest Bid Contractor: CableLink Technologies

Total Paid Contract: _____

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

Cablelink Technology LLC.

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



Estimate

ADDRESS

Katherine Brown
111 South
111 South Rucker Lane
Statesboro, Ga 30458

SHIP TO

Katherine Brown
111 South
111 South Rucker Lane
Statesboro, Ga 30458

ESTIMATE

1431

DATE

12/25/2025

EXPIRATION

07/01/2025

DATE

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------------|--|-----|------|--------|
| 12/25/2024 | Service:Service Install Network Cable for IP Cameras | 4 | | 0.00 |
| | Service:Service Install Surface Mt Trim for Network Cable at Main Entrance for LPR Camera | 0 | | 0.00 |
| | Service:Service Install UniFi Dream Machine Pro In MDF Network Rack | 1 | | 0.00 |
| | Service:Service Install UniFi 24-port, Layer 2 PoE switch with a fan-less cooling system at Floor 3 IDF. One Per Breezeway for Camera Connection Per Building | 6 | | 0.00 |
| | Service:Service Install USW 8-port, Layer 2 switch made for 10G SFP+ connections in MDF Network Rack | 1 | | 0.00 |
| | Service:Service Install Turing 64 Channel NVR in MDF Network Rack | 1 | | 0.00 |
| | Service:Service Install 40 TB Hard Drive For Camera Storage | 1 | | 0.00 |
| | Service:Service Install Turing IP 24/7 5 MP With Human AI Detection in Breezeway | | | 0.00 |
| | Service:Service Install PTZ Cameras to Cover | 2 | | 0.00 |
| | Service:Service Install License Plate Camera at Main Entrance with Trim Near Gutter to Hide Cable | 1 | | 0.00 |
| | Service:Service Install Single Mode SFP Modules in Dream Machine and Switches for a Dedicated Camera Network | 7 | | 0.00 |

| | | | |
|---|---|-----------|-----------|
| Service:Service Install Single Mode Fiber Jumpers to Connect Network. | 7 | | 0.00 |
| Service:Service Lift Rental | 1 | | 0.00 |
| Service:Service Total All | 1 | 19,939.00 | 19,939.00 |

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

 PLEASE SEE ATTACHED DOCUMENTATION

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

Thank You for Your Business!!

TOTAL

\$19,939.00

Accepted By

Accepted Date

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Olympia Gaines, Assistant to the City Manager

Date: May 27, 2025

RE: Lease Renewals

Policy Issue: Consideration of a motion to approve the following lease renewal agreements for a one (1) year term beginning July 1, 2025 and ending June 30, 2026:

- 1) Lease #7974, located at 58 East Main Street, Statesboro, Ga
- 2) Lease #8976, located at 62 East Main Street, Statesboro, Ga

Recommendation: Approval

Background: The Board of Regents of the University System of Georgia (Georgia Southern University) has provided a notice of exercise of option to renew the rental agreements for the properties listed above. Documentation regarding the request is attached.

Council Person and District: All

Attachments: Lease Renewal Requests



April 7, 2025

The Honorable Jonathan McCollar
Mayor and City Council of the
City of Statesboro
50 East Main Street
Statesboro, GA 30458

Attention: Mayor Jonathan McCollar

RE: Notice of Exercise of Option to Renew Rental Agreement:

| | |
|--------------------------|------------------------------------|
| <i>Institution Name:</i> | <i>Georgia Southern University</i> |
| <i>Lease #:</i> | <i>7974</i> |
| <i>Lease Type:</i> | <i>Operating</i> |
| <i>Address:</i> | <i>58 East Main Street</i> |
| <i>Renewal period:</i> | <i>10 of 19</i> |
| <i>Size / Units:</i> | <i>10, 808 square feet</i> |

Dear Mayor McCollar:

Pursuant to Paragraph 2.3 of the Rental Agreement dated June 2, 2015, between Mayor and City Council of the City of Statesboro (the "Landlord") and the Board of Regents of the University System of Georgia (the "Tenant"), notice is hereby given of our decision to renew the agreement for an additional one (1) year term beginning July 1, 2025 and ending June 30, 2026.

Rental payments of \$1.00 will be made annually upon renewal.

In accordance with the terms of the Agreement, Tenant is not in breach and this notice shall be considered the formal exercise of Tenant's option to renew the Agreement for the above-described term.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron W. Stalnaker", written over a horizontal line.

Ronald Stalnaker
Vice President for Business and Finance

cc: Jennifer Johnson, Real Estate Manager
Real Estate & Facilities
Board of Regents of the University System of Georgia
270 Washington Street, SW
Atlanta, Georgia 30334

Mr. Mark Haldane
Mr. Matthew Shingler



April 7, 2025

The Honorable Jonathan McCollar
Mayor and City Council of the
City of Statesboro
50 East Main Street
Statesboro, GA 30458

Attention: Mayor Jonathan McCollar

RE: Notice of Exercise of Option to Renew Rental Agreement:

| | |
|--------------------------|------------------------------------|
| <i>Institution Name:</i> | <i>Georgia Southern University</i> |
| <i>Lease #:</i> | <i>8976</i> |
| <i>Lease Type:</i> | <i>Operating</i> |
| <i>Address:</i> | <i>62 East Main Street</i> |
| <i>Renewal period:</i> | <i>11 of 19</i> |
| <i>Size / Units:</i> | <i>9,234 square feet</i> |

Dear Mayor McCollar:

Pursuant to Paragraph 2.3 of the Rental Agreement dated June 2, 2015, between Mayor and City Council of the City of Statesboro (the "Landlord") and the Board of Regents of the University System of Georgia (the "Tenant"), notice is hereby given of our decision to renew the agreement for an additional one (1) year term beginning July 1, 2025 and ending June 30, 2026.

Rental payments of \$1.00 will be made annually upon renewal.

In accordance with the terms of the Agreement, Tenant is not in breach and this notice shall be considered the formal exercise of Tenant's option to renew the Agreement for the above-described term.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron W. Stalnaker", written over a horizontal line.

Ronald Stalnaker
Vice President for Business and Finance

cc: Jennifer Johnson, Real Estate Manager
Real Estate & Facilities
Board of Regents of the University System of Georgia
270 Washington Street, SW
Atlanta, Georgia 30334

Mr. Mark Haldane
Mr. Matthew Shingler

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, Planning & Housing Administrator

Date: May 23, 2025

RE: June 3, 2025 City Council Agenda Items

Policy Issue: 31 Lovett Street Asbestos Abatement

Recommendation: Staff Recommends Approval of a Contract with Southern Asbestos Abatement, Co. to remove asbestos from 31 Lovett Street in preparation for demolition.

Background: In 2012, 31 Lovett Street was identified as an unsafe structure within the City of Statesboro. This was reaffirmed in 2021, which resulted in the City beginning the process court of proceedings to ensure the demolition or reconstruction of this building. While an initial demolition order was granted by the municipal court, budget constraints prevented the City from proceeding with demolition. In 2025, a new order was granted on the property.

Budget Impact: \$80,000

Council Person and District: All

Attachments: Contract & Scope of Services

AGREEMENT

THIS AGREEMENT (Agreement") is made and entered into this 3rd day of June, 2025 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **SOUTHERN ASBESTOS ABATEMENT CO.**, hereinafter referred to as "Contractor", party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the parties hereto, the Contractor hereby agrees to perform, and City agrees to compensate Contractor for, all necessary services to provide the removal of asbestos from 31 Lovett Street as described in the proposal dated May 12, 2025 to the Planning & Development Department, which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services"; provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the parties to take account of the date, if any, by which this Agreement is executed by both parties.
2. Contractor's compensation for the services outlined in the Scope of Services shall be No Greater than \$80,000.
3. Contractor shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City of Statesboro. Contractor's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Contractor for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
4. If any items in any invoices submitted by the Contractor are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

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

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

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

WITNESS:

CONTRACTOR LEGAL NAME

Vendor Number _____

Recommended by: _____
Charles Penny, City Manager

APPROVED AS TO FORM:

Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____
Leah Harden, City Clerk

By: _____
Jonathan McCollar, Mayor

SOUTHERN ASBESTOS ABATEMENT CO., INC.

Minority Contractor

PO BOX 1711

STATESBORO, GA 30458

PHONE: 912-839-5141 CELL: 912-536-1524

FAX: 912-839-3923

Attention: Charles Brown
City of Statesboro

Scope of Work:

Southern Asbestos will establish a regulated Asbestos work area by roping off worksite with red asbestos danger tape and required asbestos signage. We will remove approximately 13,500 square feet of 9x9 asbestos floor tile and black mastic. There is also approximately 13,500 square feet of drywall and texture to be removed. All debris will be removed placed in bags, put in a lined dumpster, and hauled to an asbestos certified landfill per all GA EPD and OSHA rules and regulations. There will be a decon constructed for the entrance and egress for the workers into the area. All workers will have required asbestos worker/supervisor training, respirator training, and fit test. Workers will wear all required PPE including Tyvek suits, boots, safety glasses, and respirators.

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, Planning & Housing Administrator

Date: May 23, 2025

RE: June 3, 2025 City Council Agenda Items

Policy Issue: Property Demolition

Recommendation: Staff Recommends Approval of a Contract with JRD, LLC to demolish multiple structures on the demolition listing.

Background: In 2025 the Code Enforcement Division identified a listing of structures requiring demolition. Using ARPA interest funds, multiple high priority structures were selected for demolition, with a low bid being received from JRD, LLC.

Budget Impact: \$50,000

Council Person and District: All

Attachments: Contract & Scope of Services

AGREEMENT

THIS AGREEMENT (Agreement") is made and entered into this 3rd day of June, 2025 by and between the **CITY OF STATESBORO, GEORGIA** hereinafter referred to as the "City", party of the first part, and **JRD, LLC**, hereinafter referred to as "Contractor", party of the second part,

WITNESSETH

WHEREAS, and in consideration of the mutual benefits accruing to the parties hereto, the Contractor hereby agrees to perform, and City agrees to compensate Contractor for, all necessary services to provide the demolition of multiple structures, as described in the proposal dated May 12, 2025 to the Planning & Development Department, which is attached hereto and incorporated by reference herein (the "Proposal"), and upon the terms and conditions hereinafter provided:

1. That written proposal is attached hereto and hereby made a part of this Agreement ("Proposal") and the services described in the Proposal are hereinafter referred to as "Scope of Services"; provided, however, that the parties acknowledge and agree that any and all completion dates set forth in the Proposal shall be adjusted by mutual written agreement of the parties to take account of the date, if any, by which this Agreement is executed by both parties.
2. Contractor's compensation for the services outlined in the Scope of Services shall be No Greater than \$50,000.
3. Contractor shall not perform any work that is clearly beyond the "Scope of Services" unless and until such work has been authorized in writing by the City of Statesboro. Contractor's compensation for work that is clearly beyond the "Scope of Services" shall be at a negotiated rate and in this instance, payment shall be made upon certified billing and progress reports to be made monthly to the City by Contractor for work performed during the preceding month, with payment to be made by the City within thirty (30) days from receipt of such billing.
4. If any items in any invoices submitted by the Contractor are disputed by the City in good faith for any reason, including the lack of reasonable supporting documentation, City shall temporarily delete the item(s) and shall promptly notify Contractor of the dispute and request clarification and/or remedial action. After the dispute has been settled, Contractor shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only. The undisputed portion of the invoices shall, however, be paid within the normal 30-day period.

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

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

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

WITNESS:

CONTRACTOR LEGAL NAME

Vendor Number 96624

Recommended by: _____
Charles Penny, City Manager

APPROVED AS TO FORM:

Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____
Leah Harden, City Clerk

By: _____
Jonathan McCollar, Mayor

INVOICE

JRD, LLC
30760 Salem Church Rd
Metter, GA 30439

brandonmccormick800@gmail.com
+1 (912) 536-2540

Bill to
City Of Statesboro
Ga
Statesboro, GA

Ship to
City Of Statesboro
Ga
Statesboro, GA

Invoice details
Invoice no.: 4824
Terms: Due on receipt
Invoice date: 05/12/2025
Due date: 06/01/2025

| # | Product or service | Description | Qty | Rate | Amount |
|----|--------------------|---|-----|-------------|-------------|
| 1. | Demo | Demo 31 Lovett Street. JRD will demo a 13,469 sq ft home and load in dumpsters provided by city and grade out site | 1 | \$30,000.00 | \$30,000.00 |
| 2. | Demo | Demo 21 Donnie Simmons, JRD will demo a 750 sq ft home and load in dumpster provided by city and grade out site | 1 | \$2,500.00 | \$2,500.00 |
| 3. | Demo | Demo 122 Bobby Donaldson, JRD will demo a 1505 sq ft home and load in dumpsters provided by city and grade out site | 1 | \$2,500.00 | \$2,500.00 |
| 4. | Demo | Demo 107 Bobby Donaldson, JRD will demo a 1433 sq ft home and load in dumpsters provided by city and grade out site | 1 | \$2,500.00 | \$2,500.00 |
| 5. | Demo | Demo 327 Johnson Street, JRD will demo a 1144 sq ft home and load in dumpsters provided by city and grade out site | 1 | \$2,500.00 | \$2,500.00 |
| 6. | Demo | Demo 117 Loretha Street, JRD will demo a 1150 sq ft home and lad in dumpsters provided by city and grade out site | 1 | \$2,500.00 | \$2,500.00 |
| 7. | Demo | Demo 38 Elm Street, JRD will demo a 5036 sq ft home and load in dumpsters provided by city and grade out site | 1 | \$5,000.00 | \$5,000.00 |
| 8. | | | | | |

| | | | | |
|-------|---|---|------------|-------------|
| Demo | Demo 36 Popular Street, JRD will demo a 1288 sq ft home and load in dumpsters provided by city and grade out site | 1 | \$2,500.00 | \$2,500.00 |
| 9. | The City of Statesboro is responsible for Tippage and Asbestos testing | | | |
| Total | | | | \$50,000.00 |



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 5-27-2025

RE: Purchase of TNT Hydraulic Extraction Tools

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to move forward with the purchase of a set of TNT Hydraulic Extraction tools in the amount of \$ \$35,450.00 from Victory Steel LLC.

Background: The Fire Department is requesting to purchase a set of battery-operated hydraulic extrication tools. These tools will replace some of the department's aging equipment and offer greater mobility, faster deployment, and increased efficiency during emergency responses. Battery-operated systems eliminate the need for power units and hoses, reducing setup time and allowing our crews to work more safely and effectively in confined or hazardous environments. This set includes Cutters, Spreaders and a Telescoping Ram. This is a sole source purchase in the amount of \$35,450.00 and will be funded using 2019 SPLOST funds.

Budget Impact: This purchase will utilize budgeted funds from the 2019 SPLOST.

Council Person and District: All

Attachments: None

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Brad Deal, Director of Public Works and Engineering
Marcos Trejo, Assistant Director of Public Works
Jeff McCarty, Solid Waste Disposal Superintendent

Date: May 22, 2025

RE: Contract Award – Dri-Prime CD150S Diesel Pump

Policy Issue: Purchasing Policy

Recommendation:

Staff recommends approval of the purchase of a new Dri-Prime Diesel Pump with 6-inch flange suction and discharge for the Public Works & Engineering Department in the amount of \$59,869.46.

Background:

This water transfer pump will be purchased to drain borrow pits of ground water to extract clay soil for use at the City/County Solid Waste Disposal Facility to cover the Inert landfill material. This pump is essential in order to extract this clay material efficiently to keep inert landfill within EPD compliance. This pump will be funded, in the amount of \$59,869.46, from the FY 2025 Solid Waste Disposal budget. The Florida Sheriff's Contract #091219 meets all requirements, specifications and warranty needed. This pump will be on 8-year rotation to minimize the downtime and maintain operational efficiency due to the continuous work load of the Inert Landfill. The amount quoted includes extended warranty on engine, transmission and emissions.

Budget Impact: The funds used for this purchase will come from the Solid Waste Disposal budget under CIP SWD-12 using The Florida Sheriffs Contract #FSA23-EQU21.0 Specification #313. \$60,000 is budgeted in SWD-12 for FY2025.

Council Person and District: N/A (citywide)

Attachments: Quote

May 19, 2025

Mr. Jeff McCarty
City of Statesboro
PO BOX 348
WATER DEPARTMENT
Statesboro, GA 30459-0348

RE: CD150S - FSA
Sale Quotation 126016174

Dear Mr. McCarty:

Thank you for your interest in Xylem Dewatering Solutions Inc, and our Godwin Pumps of America line of Critically Silenced pumps.

I have prepared the following quote for our Godwin Pumps of America model CD150S with FT4 Isuzu engine and requested options.

The CD150S is a member of the Godwin S Series of Smart pumps. In addition to improved hydraulic efficiency, greater fuel economy, and streamlined serviceability.

All pricing is based on the Florida Sheriff's Contract #FSA23-EQU21.0, Specification #313.

Please call or contact me at your convenience with any additional questions or comments regarding this quote or additional needs.

Sincerely,

David Berggren
Outside Sales Representative

DB / gy

SALE QUOTATION

| ITEM | QTY | DESCRIPTION | UNIT PRICE | SALE TOTAL |
|------------------------|-----|--|--------------|--------------|
| Contract Items: | | | | |
| A | 1 | Dri-Prime CD150S Diesel Pump | \$ 50,119.00 | \$ 50,119.00 |
| | | <ul style="list-style-type: none"> • 6" 150# Flange Suction and Discharge • Isuzu 4LE2X FT4 Diesel Engine • with Field Smart Technology • Road Going Trailer,ElecBrakes- 3" Pintle • Lights - DOT Standard • Pump Options <ul style="list-style-type: none"> • 6" FQD x 150#FL Mounting Kit • Mounted on Suction • 6" MQD x 150#FL Mounting Kit • Mounted on Discharge | 296.80 | 296.80 |
| B | 1 | PrimeGuard Float Set | 489.21 | 489.21 |
| | | <ul style="list-style-type: none"> • w/ 65' Mechanical Floats | | |
| C | 1 | 6" Small Hole Suction Screen with Male Godwin QD Fittings | 339.20 | 339.20 |
| D | 5 | 6" x 20' Black Water Suction Hose with Godwin QD Fittings | 603.99 | 3,019.95 |
| E | 5 | 6" x 50' Heavy Duty Orange Layflat Hose with Godwin QD Fittings | 1,047.62 | 5,238.10 |

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.

SALE QUOTATION

| ITEM | QTY | DESCRIPTION | UNIT PRICE | SALE TOTAL |
|------|-----|-------------|------------|------------|
|------|-----|-------------|------------|------------|

Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.

A signed copy of this Quotation is acceptable as a binding contract.

| | |
|-------------------------|-----------------------|
| Signature: | Name: |
| Company/Utility: | (PLEASE PRINT) |
| Address: | Reference #: |
| | Date: |
| | Phone: |
| | Email: |
| | Fax: |

NET SALE TOTAL

\$ 59,869.46

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All quotations are subject to credit approval. All prices quoted in US dollars.



QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For: City of Statesboro Attention: Mr. McCarty

Date: 05/19/2025 Quote #126016174

CONTRACT DETAILS

| | | | |
|---|--|--|--|
| FLORIDA SHERIFF'S ASSOC., FLORIDA ASSOC. OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION | | | |
| BID #: FSA23-EQU21.0 | | | |
| ITEM #: 313, 6 INCH MOBILE PUMP PACKAGE | | | |
| EFFECTIVE: OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2025 | | | |

CONTRACT PRICING - CD150S

| | | QTY | UNIT PRICE | |
|------|---|-----|-------------------------------|------------------|
| BASE | BASE BID - Godwin CD150S 6" FT4 Dri-Prime Diesel Pump | 1 | 50,119.00 | 50,119.00 |
| | | | CONTRACT PRICING TOTAL | 50,119.00 |

SPECIFIED OPTIONS

| | | QTY | UNIT PRICE | |
|---------------|--|-----|--------------------------------|-----------------|
| CAPGMA005 | PrimeGuard Floatset | 1 | 489.21 | 489.21 |
| HSWS060020QDS | 6" x 20' Black Water Suction Hose W/QD | 5 | 603.99 | 3,019.95 |
| HSDS060050QDD | 6" x 50' HD Layflat Hose W/QD | 5 | 1,047.62 | 5,238.10 |
| | | | SUB TOTAL | 8,747.26 |
| | | | SPECIFIED OPTIONS TOTAL | 8,747.26 |

NON-SPECIFIED OPTIONS

| | | QTY | UNIT PRICE | |
|-----|--|-----|------------------------------------|-----------------|
| | 6" FQD x 6" FL Adapter - for Suction | 1 | 371.00 | 371.00 |
| | 6" MQD x 6" FL Adapter - for Discharge | 1 | 459.00 | 459.00 |
| | 6" Small Hole Suction Screen W/MQD | 1 | 424.00 | 424.00 |
| | | | SUB TOTAL | 1,254.00 |
| 20% | Contract Discount | | LESS | 250.80 |
| | | | NON SPECIFIED OPTIONS TOTAL | 1,003.20 |

TOTAL TRANSACTION PRICE CD150S 59,869.46

Xylem Dewatering Solutions / Godwin Pumps appreciates the opportunity to assist with the above quote per the Florida Sheriff's Association. We look forward to serving your needs throughout the future.

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, Director of Public Works and Engineering

Date: 5/27/2025

RE: Change Order #1 with Atlas Technical Consultants on ENG-123C, West Main St./Johnson St./MLK Dr. Intersection Improvements

Policy Issue: Street Resurfacing

Recommendation:

Engineering staff recommends approval of the change order.

Background:

Design work on the West Main Street at Johnson Street and MLK Street project is currently in progress through a contract with Atlas Technical Consultants. During the design process, the capacity of the existing culverts at the intersection were analyzed. The analysis indicated that the culverts do not have the capacity to convey runoff from the 100-year design storm. Staff has observed occasional flooding at this intersection during storm events, and would like to address these issues. Atlas and their subconsultant, CA Engineering, recommends performing a Hydrologic and Hydraulic Study (H&H Study) of approximately 1 mile of Little Lotts Creek, from Donnie Simmons Way to West Grady Street to provide recommendations for reducing flooding in the area. Any changes to the drainage structures will need to be closely analyzed to identify any impacts to surrounding properties. The results of this study will also affect the design of the West Main/Johnson/MLK intersection. An H&H Study of this magnitude was not included in the scope of the original contract for intersection improvements with Atlas.

Atlas' subconsultant, CA Engineering, has prepared a proposal with a cost of \$33,750 to complete the H&H Study.

Budget Impact:

ENG-123c has \$600,000 budgeted in FY2025, funded by TSPLOST. The current design contract with Atlas is in the amount of \$399,800. In FY2026, \$3,000,000 is currently budgeted for the project. The cost of this change order is \$33,750.

Council Person and District: Paulette Chavers, District 2

Attachments: Proposal from Atlas and CA Engineering

April 11, 2025

FROM: David S. Ancalle
CA Engineering Consultants, LLC
dsancalle@ca-eng.com
(470) 260-4116

FOR: Teresa A. Scott
Sr. Project Manager
teresa.scott@oneatlas.com
(912) 269-0163

RE: **Proposal for a Hydrologic and Hydraulic Study for Little Lotts Creek to address Flood Issues at the Proposed Bulloch Roundabout**

Dear Mrs. Scott,

We are pleased to submit our proposal to prepare a Hydrologic and Hydraulic Study for Little Lotts Creek to address flood issues along the creek's floodplain, including the proposed Bulloch Roundabout.

I. Introduction

The City of Statesboro plans to reconfigure a three-way intersection at W. Main St., Johnson St., and MLK Dr. into a roundabout. The consultant for this project is Atlas Technical Consultants. Little Lotts Creek and its tributary flow under the intersection through box culverts. In January 2025, we prepared a technical memo titled "Bulloch Roundabout Preliminary Drainage Calculations" (APPENDIX A) where we concluded that the existing culverts do not have capacity to convey flow from the 100-year design storm, and recommended Atlas to carry out a detailed analysis of Little Lotts Creek. We also noted that it is economically unfeasible to design a culvert that can carry the 100-year flow of roughly 1,170 cfs. Furthermore, since Little Lotts Creek has a regulated floodway, any impact to the culverts would have to go through FEMA coordination with Bulloch County, and the proposed roadway would have to be raised by about 3.5-ft to completely avoid flooding in the 100-year storm.

Further communication with Atlas and the City revealed that the City of Statesboro is interested in addressing recurrent flooding that occurs along Little Lotts Creek. Based on this information and our

review of available FEMA data, we propose to develop a Hydrologic and Hydraulic study of roughly 1 mile of Little Lotts Creek, from the crossing at Donnie Simmons Way to the crossing at West Grady St. The purpose of this study is to help the city address local flood events for the 2- to 25-year design storms and to provide recommendations that could later be implemented to reduce flooding for larger storms (50- to 100-years), should the city decide to pursue a map revision with FEMA.

II. Scope of Work

The following scope is for work to be carried out by David S. Ancalle (CA Engineering Consultants) for Atlas Technical Consultants. Atlas may use the output of the work in combination with additional services to prepare a package proposal for the City of Statesboro. This scope does not include surveying, geotechnical, transportation, or structural design.

To achieve the goals of this project, we will complete the following:

- Data Collection: we will obtain all publicly available data for Little Lotts Creek, including hydrologic and hydraulic data.
- Hydrologic Analysis: we will analyze the ~600 ac. watershed draining toward Little Lotts Creek and determine peak flows for the 2-, 10-, 25-, 50-, and 100-year design storms.
- Hydraulic Analysis: we will prepare a model of Little Lotts Creek in HEC-RAS, from Donnie Simmons Way to West Grady St in three stages:
 - o Duplicate Effective model – to be prepared with the watercourse geometry from the FEMA Effective model.
 - o Corrected Effective model – to be prepared by incorporating the topographic survey data of the existing conditions of the waterway into the model, and calibrating with the 100-year regulatory water surface elevations.
 - o Proposed model – we will analyze and size proposed drainage structures along Little Lotts Creek (or that may drain toward the creek) which may include culverts and detention ponds. These structures and their effects will be incorporated into the model. We will prepare up to three scenarios with proposed structures for the client to review.
- Report: We will summarize our conclusions and recommendations into a report along with schematics for the proposed structures.

III. Required Information

To prepare our study, we will require cross sections of Little Lotts Creek upstream and downstream of each crossing, including as-built geometry of each individual crossing structure (APPENDIX B). The survey is to be conducted by Atlas.

We will require all reports and data from studies prepared by or for the City of Statesboro related to drainage improvements within our watershed. Additional coordination may take place with Atlas engineers or the City of Statesboro, as needed.

IV. Fees

Our fees for this project are \$33,750 to be billed hourly at a rate of \$60/hr. The bill rate will be 40 hours per week until the fee is fully paid.

V. Schedule

We will begin work immediately upon receiving a Notice to Proceed. Our schedule for deliverables is as follows:

- | | |
|--|--|
| 1. Preliminary Results | 4 weeks after receiving cross sections |
| 2. Discussion of Prelim. Results w/ Atlas and City of Statesboro | |
| 3. Final Results | 6 weeks after discussion with the city |
| 4. Comments from the City | |
| 5. Address Comments | 2 weeks from receiving comments |

Should you have any questions, please contact us. We look forward to the opportunity to work with you on this project.

Sincerely,



David S. Ancalle, PE
Vice President
dsancalle@ca-eng.com

Jan. 6, 2025

Teresa A. Scott
Sr. Project Manager
teresa.scott@oneatlas.com
(912) 269-0163



RE: Bullock Roundabout Preliminary Drainage Calculations

Executive Summary

The following technical memo presents our preliminary findings regarding the drainage conditions at the site for the above-mentioned project. The City of Statesboro plans to redesign the three-way intersection at W. Main St., Johnson St., and MLK Dr. The intersection is proposed to be reconfigured into a roundabout, designed by Atlas Technical Consultants (Atlas). Little Lotts Creek flows underneath the intersection where it also joins with a Tributary (Trib. #1), conveyed by reinforced box culverts. The City of Statesboro has requested Atlas to run preliminary calculations on the existing conditions of the stream and roadway drainage, and to determine if improvements to the crossing are needed.

The present analysis finds that the existing system, consisting of one 8'x3' box culvert, one 8'x4' box culvert, and one double 8'x4' box culvert, does not have capacity to convey the 100-year runoff. We recommend that the drainage system be redesigned to accommodate the 100-year flow, in order to prevent flooding at the proposed roundabout. The following sections provide calculations in support of our recommendations.

Existing Structures

The W. Main St./Johnson St./MLK Dr. intersection is located at the west of the City of Statesboro (Fig. 1). Little Lotts Creek joins Trib. #1 at the intersection (Fig. 2). Little Lotts Creek flows through an 8'x4' box culvert. Trib. #1 flows through an 8'x3' box culvert where it merges with the Creek. Downstream, the combined flow of the Creek and tributary is conveyed through a double 8'x4' box culvert (Fig. 3). We did not perform a site inspection at the time of writing this memo and cannot confirm the conditions of the existing structures on site.

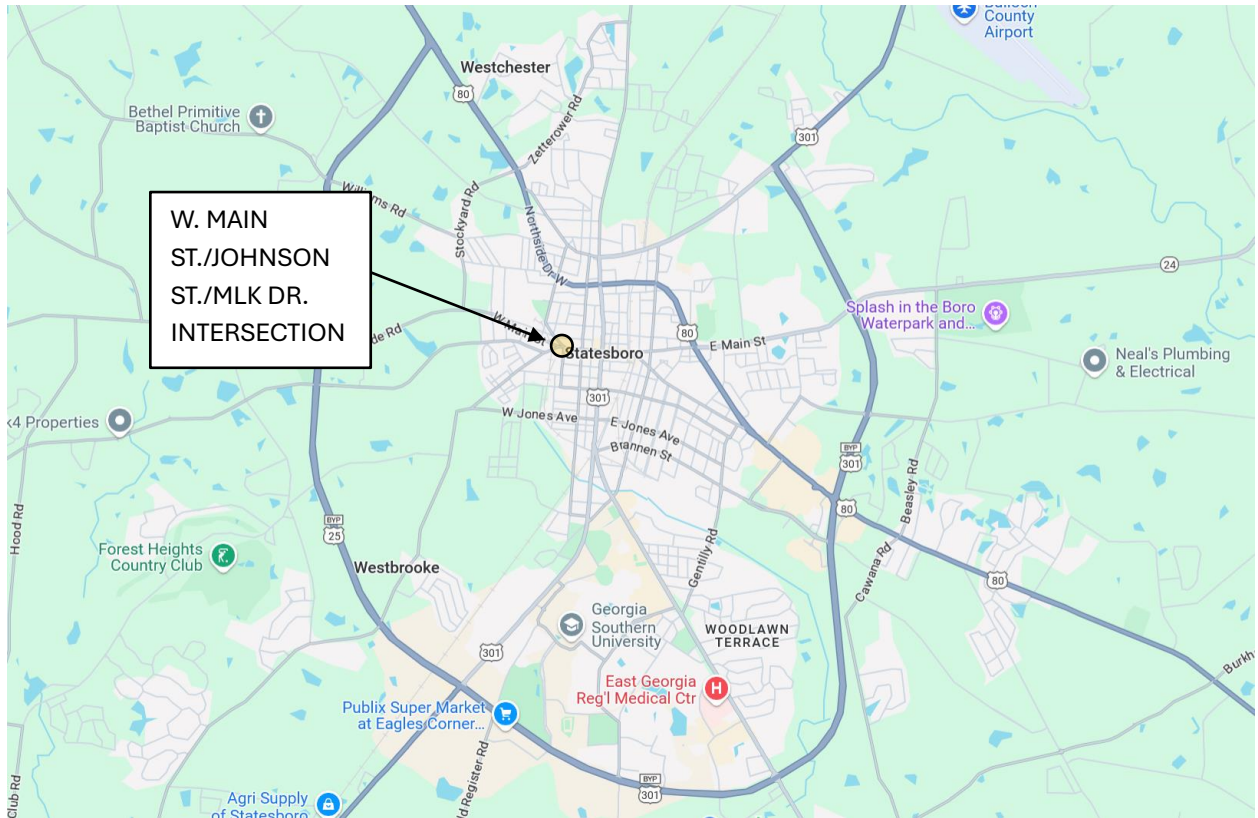


Figure 1: Site Location



Figure 2: Aerial Imagery

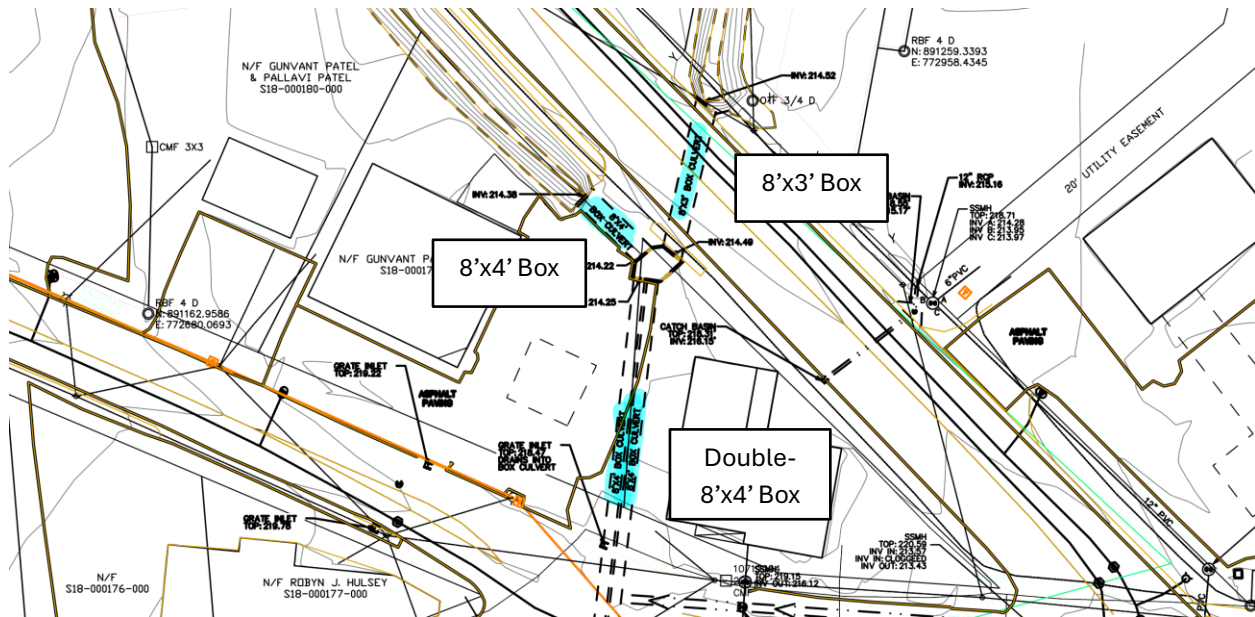


Figure 3: As-Built Survey

Methodology

We modeled the watershed using the TR-55 methodology. Infiltration and vegetative intersection were not modeled. Instead, their effects were indirectly considered through the SCS Runoff Curve Number (CN). The time of concentration (T_c) was calculated from the USGS topographic quadrangle map, the as-built survey, and aerial imagery. In lieu of historic rainfall data, we used statistical rainfall depth values from NOAA Atlas 14 and developed Type II rainfall distributions specific to the site. Peak runoff calculations for the 100-YR design storm were done using HEC-HMS.

The hydraulic response of the culverts was determined through inlet control equations. These take into consideration the geometry of the culverts, inlet shape, material, slope, and flow rate. We also considered outlet control, which depends on the channel geometry of Little Lott Creek downstream of the culvert. Outlet control was modeled with HY-8.

Results

The watershed contributing to Little Lotts Creek is divided into three (3) subbasins: **Basin 1** (270 acres) flows toward Little Lotts Creek, discharging at the 8'x4' box culvert. **Basin 2** (203 ac.) flows toward Trib. #1, discharging at the 8'x3' box culvert. **Basin 3** (16.9 ac.) includes the roadway drainage at the intersection, which discharges through a storm

drainage system directly into the double 8'x4' box culvert. CN values of 72, 81, and 86 were selected for Basins 1 – 3, respectively. Tc values of 65, 35, and 10 minutes were selected for Basins 1 – 3, respectively. The 100-yr, 24-hr rainfall depth is 8.84 inches. The HMS model shows 100-year peak flow values of 728, 517, and 72.8 cfs for Basins 1 – 3, respectively. All three basins combine at the double 8'x4' culvert. The combined peak flow is 1170 cfs.

The inlet capacity of an 8'x4' box culvert is 175 cfs. The inlet capacity of an 8'x3' box culvert is 115 cfs. Compared to the hydrology results, we see that **neither box culvert has capacity to convey the 100-year flow**. The same is also true for a double 8'x4' box culvert, which has an inlet capacity of less than 350 cfs.

Design Considerations

According our TR-55 calculations, the present culverts do not have the capacity to convey the 100-year flow. There's a large gap between the capacity of the culverts and the design flow. On average, the culverts have capacity for only 25% of the total 100-year design storm. We recommend incorporating a redesign of the conveyance system as part of the intersection reconfiguration.

Design Challenges

The existing structures convey runoff from perennial waterbodies. Any work within these waterbodies, including the replacement of the existing culverts, may require State and Federal coordination. Such coordination typically involves the development of a detailed hydrologic and hydraulic (HH) study by a water resources engineer, in coordination with environmental engineers and ecologists. The design, expected to be large in magnitude, will consist of structure sizing and placement, to be done by a water resources engineer, and structural design, done by a structural engineer. It is imperative that the water resources engineer work in parallel with the design engineer or structural engineer, to ensure the feasibility of the construction of the proposed structures.

Budget Challenges

Given the expected magnitude of the redesign, it is possible that the proposed drainage structures will fall above the budget the City may be willing to invest. As such, coordination between the engineers, the City, and regulating agencies may be required to find alternative solutions to the proposed design. Such alternative solutions, if they exist,

may require additional work hours that may inflate the design budget. The selection and implementation of alternative solutions, if they exist, will require coordinating efforts and agreement between multiple parties. If alternative solutions do not exist, the City may be required to choose between upgrading the system to meet design standards, or to leave the system as-is. In culvert projects of this magnitude, a full hydrologic and hydraulic analysis is usually performed prior to the design. The engineer will provide sizing recommendations in the analysis, which can then be used by the design engineer in the selection and implementation of proposed structures.

Conclusions and Recommendations

The existing drainage system, consisting of one 8'x3' box culvert, one 8'x4' box culvert, and one double 8'x4' box culvert, does not have capacity to convey the 100-year runoff.

We recommend redesigning the drainage system to accommodate the 100-year flow, in order to prevent flooding at the proposed roundabout. It is recommended that a full hydrologic and hydraulic study be completed prior to the design of the replacement structures. The HH Study should provide sizing recommendations for the proposed structures.

Should there be a need, our team is available to prepare said HH study and sizing recommendations.

Respectfully,

David S. Ancalle, P.E.
Water Resources Engineer
dsancalle@ca-eng.com
(470) 260-4116



Little Lotts Creek Bulloch, GA

FIGURE NO.

1A

Little Lotts Creek Cross Sections

CA Engineering, PSC
Civil-Sanitary-Hydrology-Hydraulics
1425 Market Blvd Ste 530-102, Roswell, GA 30076
(470) 260-4116
denise@ca-eng.com
www.ca-eng.com

SCALE 1:10,000
APRIL 2025
DRAWN BY TL
CHECKED BY DA

NOT FOR
CONSTRUCTION



Little Lotts Creek Bulloch, GA

FIGURE NO.

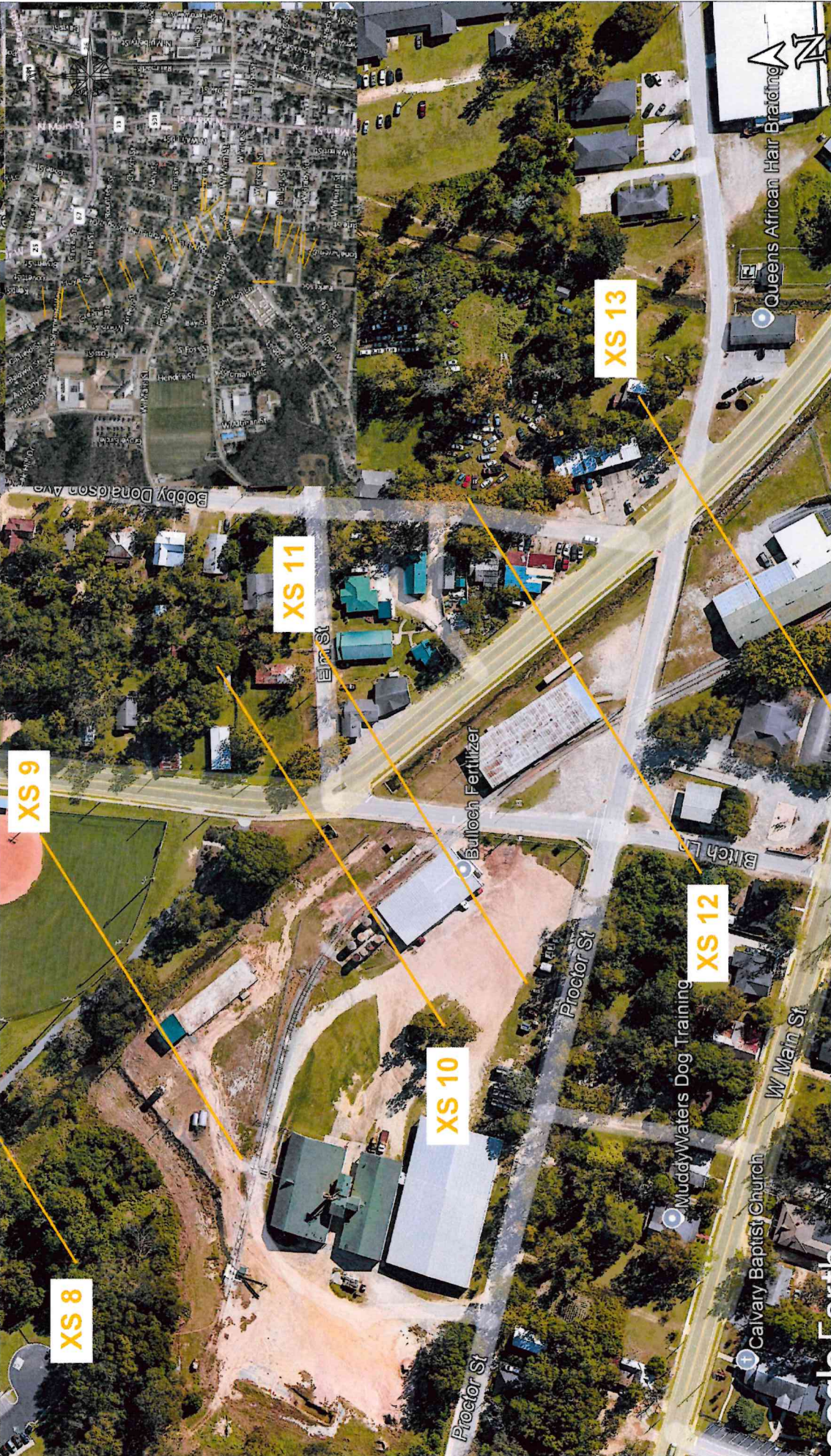
1B

Little Lotts Creek Cross Sections

CA Engineering, PSC
Civil-Sanitary-Hydrology-Hydraulics
1425 Market Blvd Ste 530-102, Roswell, GA 30076
(478) 280-4116
caengineering.com
www.cae-eng.com

| |
|----------------|
| SCALE 1:10,000 |
| APRIL 2025 |
| DRAWN BY TL |
| CHECKED BY DA |

NOT FOR
CONSTRUCTION



Little Lotts Creek Bulloch, GA

FIGURE NO.

1C

Little Lotts Creek Cross Sections

CA Engineering, PSC
Civil-Sanitary-Hydrology-Hydraulics
1425 Market Blvd Ste 530-102, Roswell, GA 30076
(478) 260-4116
daniel@ca-engineering.com
www.ca-eng.com

| | |
|----------------|----|
| SCALE 1:10,000 | |
| APRIL 2025 | |
| DRAWN BY | TL |
| CHECKED BY | DA |

NOT FOR
CONSTRUCTION

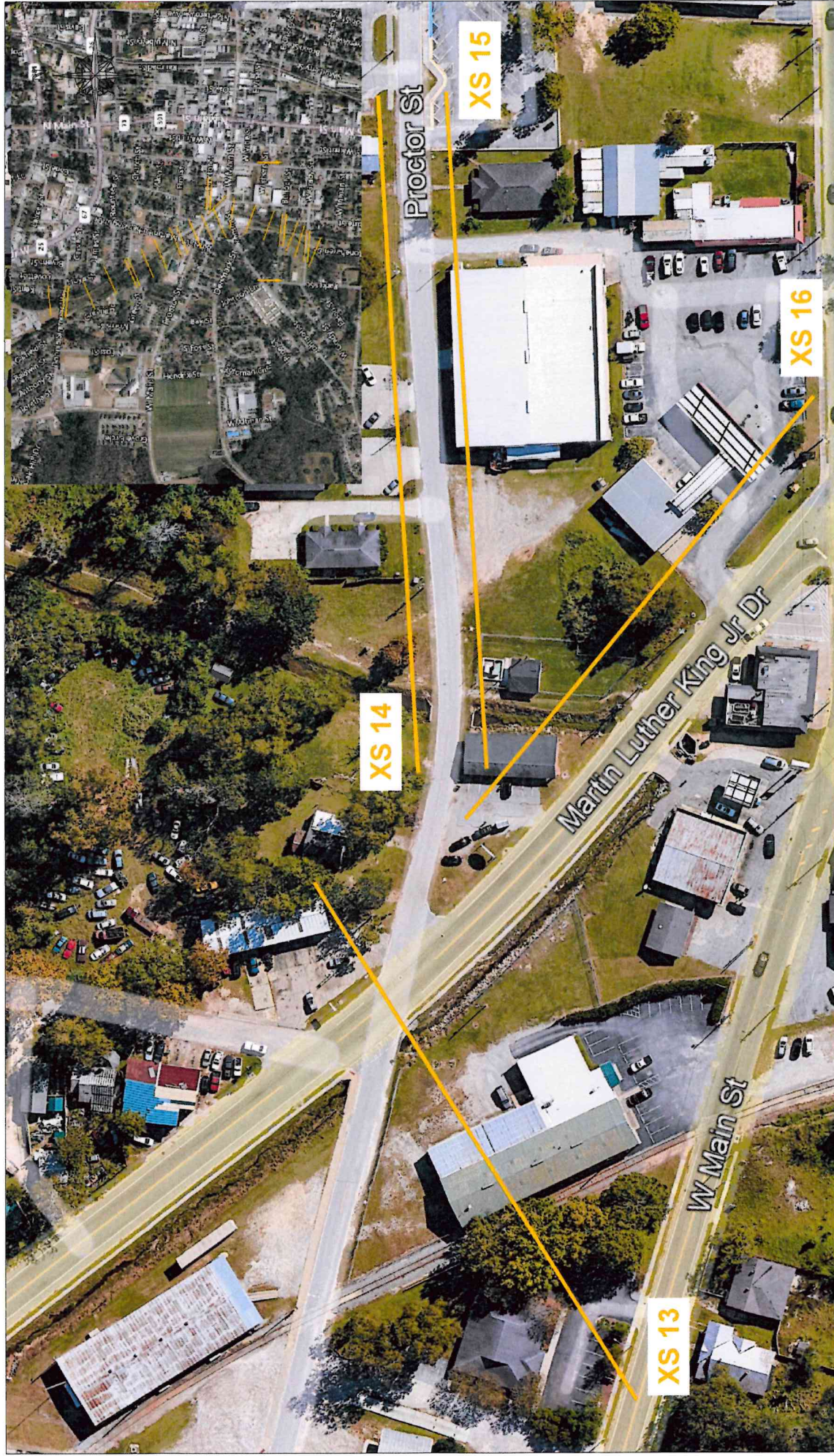


FIGURE NO.

Little Lotts Creek Bulloch, GA

Little Lotts Creek Cross Sections

CA Engineering, PSC

Civil-Sanitary-Hydrology-Hydraulics
1425 Market Blvd Ste 530-102, Roswell, GA 30076
(470) 260-4116
dsanccalle@ca-eng.com
www.ca-eng.com

SCALE 1:10,000

APRIL 2025

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NOT FOR
CONSTRUCTION



Little Lotts Creek Bulloch, GA

FIGURE NO.

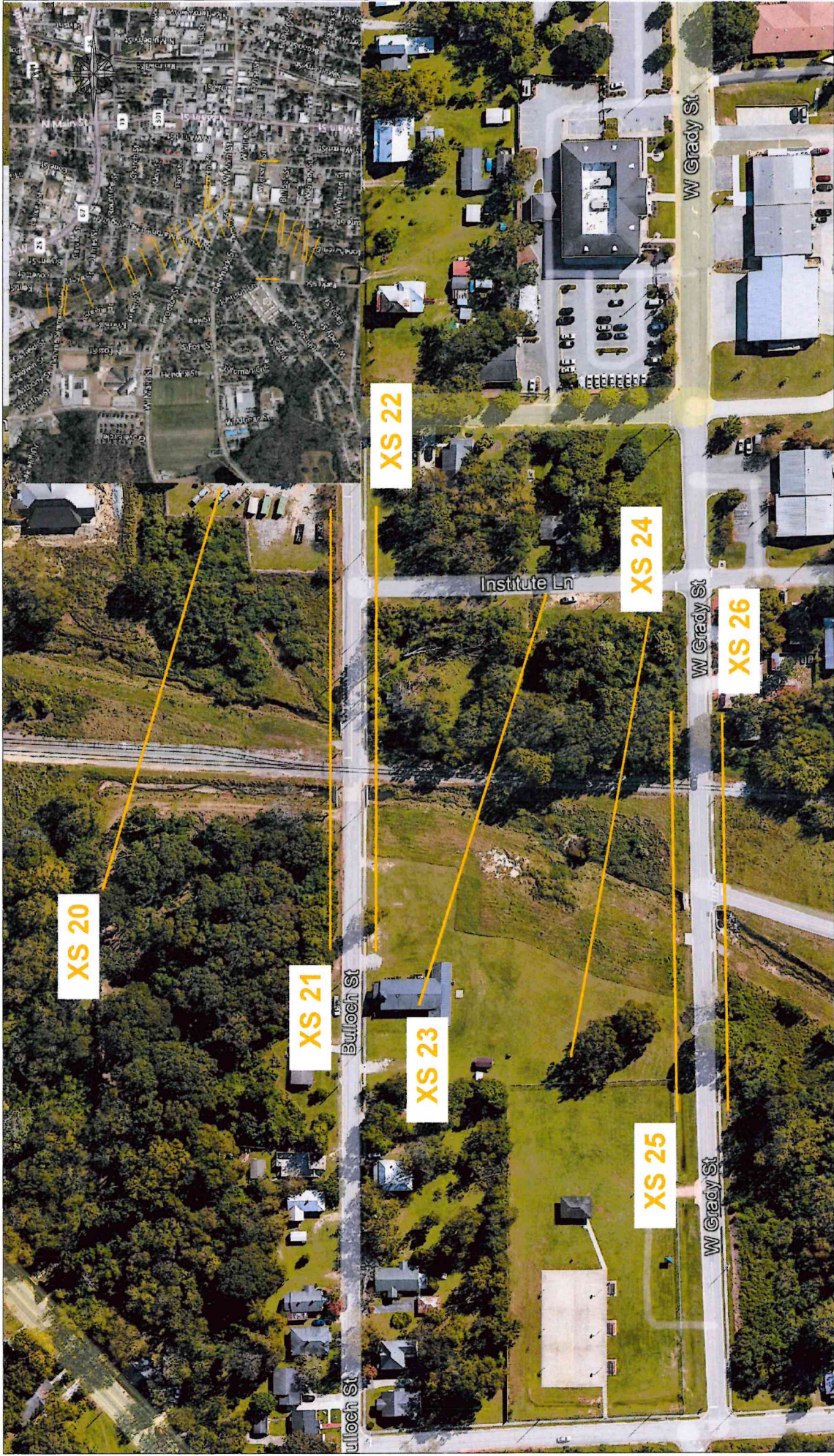
1E

Little Lotts Creek Cross Sections

CA Engineering, PSC
Civil-Sanitary-Hydrology-Hydraulics
1425 Market Blvd Ste 530-102, Roswell, GA 30076
(470) 260-4116
daniel@ca-engineering.com
www.ca-eng.com

| | |
|-----------------|----|
| SCALE 1"=15,000 | |
| APRIL 2025 | |
| DRAWN BY | TL |
| CHECKED BY | DA |

NOT FOR
CONSTRUCTION



Little Lotts Creek Bulloch, GA

FIGURE NO.

1F

Little Lotts Creek Cross Sections

CA Engineering, PSC

Civil-Sanitary-Hydrology-Hydraulics
1425 Market Blvd Ste 530-102, Roswell, GA 30076
(470) 260-4116
dca@ca-engineering.com
www.ca-eng.com

SCALE 1:10,000

APRIL 2025

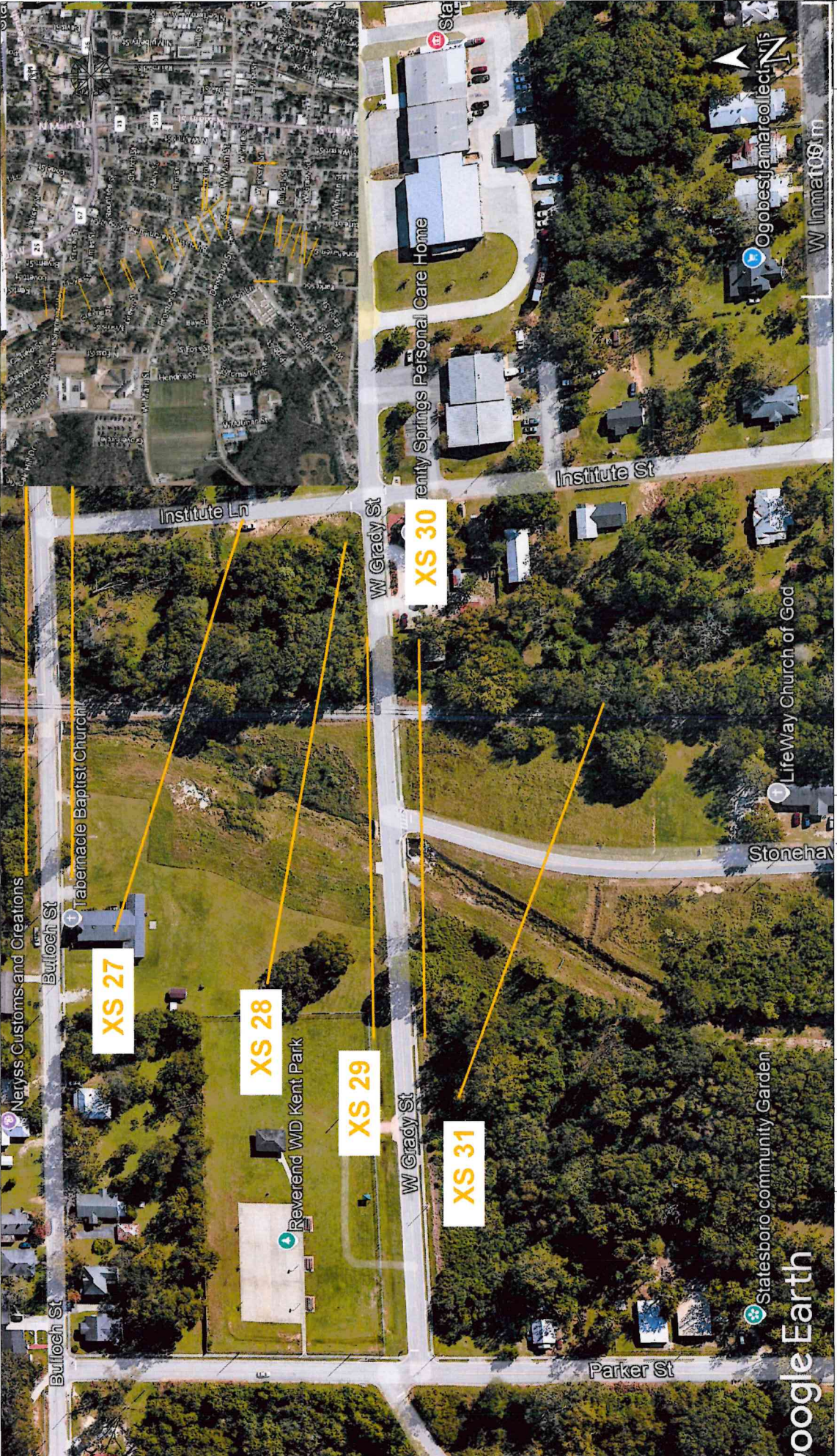
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TL

NOT FOR
CONSTRUCTION

CHECKED BY

DA



NOT FOR CONSTRUCTION

SCALE 1:10,000

APRIL 2025

DRAWN BY TL

CHECKED BY DA

CA Engineering, PSC

Civil-Sanitary-Hydrology-Hydraulics

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FIGURE NO. 1G

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: May 30, 2025

RE: June 3 2025 City Council Agenda Items

Policy Issue: Consideration of Memorandum of Understanding with the Youth Career Commission to provide residential development opportunities to underserved juvenile and young adult citizens of the City of Statesboro

Recommendation: Consideration

Background: Reverend Wayne Williams, CEO of Youth Career Commission and citizen, requested City support for conducting this year's developmental programs.

Budget Impact: One-time payment of \$3,500 from the General Fund

Council Person and District: All

Attachments: Proposed MOU

**MEMORANDUM OF UNDERSTANDING REGARDING
THE PROVISION OF RESIDENTIAL IMMERSIVE
TRAINING EXPERIENCE TO UNDERSERVED
JUVENILE AND YOUNG ADULT CITIZENS OF THE
CITY OF STATESBORO**

THIS AGREEMENT, made and entered into this 3rd day of June, 2025, by and between the CITY OF STATESBORO, a municipal corporation chartered under the laws of the State of Georgia, , and the YOUTH CAREER COMMISSION, INC. hereinafter referred to as the “Parties”

WITNESSETH:

WHEREAS the City of Statesboro recognizes the need to provide summer development opportunities for the underserved juvenile and young adult citizens of the City of Statesboro;

WHEREAS the Youth Career Commission, a non-profit organization based in Statesboro, offers a two week residential program to underserved populations within the City of Statesboro at below cost that endeavors to provide or enhance the essential skills that will enable participants to thrive in the workplace and society, to offer educational and career path guidance, ignite the entrepreneurial spirit, and provide tools to achieve responsible independence and future upward socioeconomic mobility; and

WHEREAS the Parties desire to formalize their partnership in providing and subsidizing these services to the aforementioned populations;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made, the Parties do hereby mutually agree as follows:

1. **Contract:** The Parties hereby agree to enter into this MOU for the mutual benefit of the Parties and the citizens of the City of Statesboro.
2. **Payment for Services:** City shall remit a one-time \$3,500.00 payment to the Youth Career Commission to provide the aforementioned program to underserved juvenile and young adult populations from the City of Statesboro to be held between the second and fourteenth days of June, 2025.
3. **Use of Proceeds:** The funding provided by the City of Statesboro is to be used to subsidize programs that benefit the underserved juvenile and young adult populations of the City of Statesboro.
4. **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. **Indemnification** the Youth Career Commission agrees to protect, defend, hold harmless, and indemnify the City of Statesboro from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses, including but not limited to reasonable attorneys’ fees and costs actually or allegedly, directly or indirectly,

arising out of or related to the program offered by Youth Career Commission in each case.

6. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Georgia.
7. **Modification.** This Agreement may be modified at any time with the written mutual consent of all Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly enacted by their proper officers and so attest with their corporate seals affixed hereto set forth in duplicate originals.

Jonathan McCollar
Mayor, City of Statesboro

Wayne Williams
CEO, Youth Career Commission, Inc.