



June 7, 2022 9:00 am

1. Call to Order by Mayor Jonathan McColiar
2. Invocation and Pledge of Allegiance by Councilmember John Riggs
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 05-10-2022 Budget Work Session Minutes
 - b) 05-17-2022 Work Session Minutes
 - c) 05-17-2022 Council Minutes
 - d) 05-17-2022 Executive Session Minutes
 - B) Consideration of a Motion to approve Surplus and Disposition of three 2011 Dodge Chargers, one 2011 Chevrolet Tahoe, one 2012 Dodge Charger and one 2014 Dodge Charger in the Police Department that are past their service life.
 - C) Consideration of a motion to approve surplus of equipment in the Central Services Department that is past its service life.
 - D) Consideration of grant of license for the package sale of distilled spirits, beer, and wine to Clarke Beverages II located at 607 Brannen Street in accordance with City Ordinance 6-23(h).
5. Public Hearing to solicit input on the proposed FY2023 Budget for the City of Statesboro.
6. Consideration of contract with Georgia Southern University and Service Foundation, Inc. (GSURSF) regarding provision of mental health and wellness services to Statesboro Police Department personnel.
7. Other Business from City Council
8. City Managers Comments
9. Public Comments (General)
10. 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)
11. Consideration of a Motion to Adjourn



**CITY OF STATESBORO
CITY COUNCIL WORK SESSION MINUTES
May 10, 2022**

A work session of the Statesboro City Council was held on May 10, 2022 at 3:00 p.m. in the Council Chambers at City Hall. Present were Mayor Jonathan McCollar, Council Members: Phil Boyum, Paulette Chavers, Venus Mack, via zoom, 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 and Public Information Officer Layne Phillips. Councilmember John Riggs was absent.

Mayor Jonathan McCollar called the meeting to order.

Review of the Proposed City of Statesboro Fiscal Year 2023 Operating Budget.

City Manager Charles Penny presented the “City Manager’s Proposed FY 2023 Annual Operating Budget.” The FY 2023 budget objectives include, retaining and recruiting talented employees, emphasis on redevelopment, tax base and revenue growth, and enhancement of public safety. The FY 2023 budget has a 16.1% increase from FY2022 amended with a 12.91% increase in the General Fund. Compensation and benefits review includes a 4% pay plan adjustment due to inflation, continuation of pay for performance, no increase in employee premiums, an annual employee bonus of \$500, and to add Good Friday as a holiday. Our current & future opportunities are to promote regional identity, growing our City Center, keeping the pay plan up to day, and to advance a creative, inclusive, and professional culture.

Mr. Penny continued with concerns and unknowns stating that a significant amount of fund balance will be necessary to balance this year’s budget and that nearly 25% of the total value for real and personal property is non-taxable. Revenue trends include an 8.6% increase in General Fund revenues and a 7% increase in the property tax digest. The current property tax rates between the Board of Education, Bulloch County and the City of Statesboro and of the three, the City has the lowest rate.

Mr. Penny stated that in order to balance the budget we will need to use \$2,062,653 in fund balance to balance the General Fund and \$339,246 in fund balance to balance the Fire Service Fund. The General fund highlights review include the addition of a business recruiter, and events manager, 2 new police officers and equipment, an administrative assistant for HR, additional dispatchers, ordinance updates, salary and benefits cost increase, and transfers from the General Fund to the Fire Fund.

Mr. Penny reviewed the Statesboro Fire Service Fund, General Capital fund, Water & Sewer Fund, Stormwater Fund, Natural Gas Fund, Solid Waste Collection Fund, and Solid Waste Disposal Fund. Capital Project priorities include zoning & development ordinance amendments, City Hall & Joe Brannen Hall renovations, and the Employee Health Clinic.

Mayor Jonathan McCollar presented a new initiative of the Children’s Zones Project. He stated that the idea of the Children’s Zone was brought to Council’s attention at the retreat. Mayor McCollar continued that we have come to a space now where it’s a great opportunity for us to be able to move the project forward. Some of the things that are being looked at to be addressed by

the Children Zone project are early literary and academics success. Now is an opportunity to work with existing organizations to better prepare our youth through modeling opportunities. And providing support services in the zones we have identified that range from access to medical care, food services, and clothing. Entities such as churches, have the opportunity to adopt a zone and be responsible for helping with volunteers, and things of that nature to deliver those services. The goals we are looking to tackle are to have a better workforce, hang on to our good people, and reduce the footprint as it relates to crime, we want to see improved academic success with our young people because that does relate directly to be a community of choice. We are asking for the funding be provided for a program manager, we are looking at a budget of \$120,000 to pay for establishing the program manager and the interns and provide some services for the youth.

Councilmember Phil Boyum stated he does not feel this is appropriate for the city to be tackling. It is tradition for us to contract these types of things out, and even our City Manager said that educational and children's are not peripheral for city government. We have a Board of Education and we have non-profit organizations, this is an untested project that we are just going to throw a program manager and two interns at and something that hasn't been vetted, I struggle with why we would put money towards this.

At 4:26 Councilmember Phil Boyum left meeting.

Mr. Penny stated we needed to look at a Millage rate increase, if there is not one this year we would be faced with one next year. In the Budget 1 Mil will generate just shy of \$700 thousand dollars, this year. The past two years we were using our fund balance to balance the budget because we were impacted by the pandemic. Mr. Penny asked the council to consider a millage rate increase.

Councilmember Shari Barr asked what you would propose as an increase, how much would that change the income, and how much would be taken out of the fund balance.

Mr. Penny stated if we raise it by 1 mil we would still have to use about \$1.4 million dollars in fund balance and if we raise it by 2 mils we would spend about \$600 thousand of fund balance. And there is a chance with \$600 thousand we may not spend it. We could also look at an increase of 1.5 mil increase that would get us where we are only spending 1 million out of the fund balance. Because of the increase in personnel cost and the proposed increase for next year's budget, if we raise it by 1 – 1.5 mils we may still be faced with the need for more next year. We would like to get the millage rate where hopefully we see growth.

Councilmember Shari Barr asked if it goes up 1 mil how much more would you pay?

Finance Director Cindy West said they done a calculation based on a \$150,000 house and it was \$60.00 dollars a year, 2 mills would be \$120.00 dollars a year.

Mr. Penny stated that a decision will need to be made regarding the millage rate because when we present the budget at the public hearing on June 7th we will need share if there is going to be any type of increase.

Councilmember Shari Barr asked Councilmembers Venus Mack and Paulette Chavers their thoughts on increasing the rate.

Councilmember Venus Mack stated if the City is going to continue to do great things this is inevitable and that she is comfortable with a rate increase of 1.5 or 2.

Councilmember Paulette Chavers stated she is comfortable raising the rate but that we should take it slowly.

Mr. Penny stated there will be another budget review at the June 17th at the Work Session.

No action taken.

The meeting was adjourned at 4:48 pm

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
WORK SESSION MINUTES
MAY 17, 2022

Mayor & Council Work Session

50 E. Main St. Statesboro, Ga

3:00 PM

A Work Session of the Statesboro City Council was held on May 17, 2022 at 3:00 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar, Council Members: Phil Boyum, Paulette Chavers, Venus Mack, and Shari Barr. Also present was City Clerk Leah Harden, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Information Officer Layne Phillips. Absent was City Attorney Cain Smith and Councilmember John Riggs.

1. Senior Housing at the old JPB Building

Bill Gross presented to Mayor and Council an overview of the Senior Housing project at the old Julia P Bryant location. Mr. Gross showed a slide of an aerial view of the property which includes three existing buildings that will be reused for the build out. The next slide showed the proposed site plan with three additional buildings. The proposal is for 26 new units and 25 in the adaptive reuse of the existing buildings. The next two slides showed a rendition of the proposed cottage elevation and floor plans. The site includes on-site laundry, exterior gathering area, community buildings, computer center, and exercise center. Mr. Gross presented the 2022 Georgia DCA Conceptual Site Development plan stating it is more like a questionnaire of what they go through. He stated they are very excited and appreciate the City's willingness to work with them, to help them with their scoring. We are confident that this year we will be awarded the grant from DCA.

Mayor Pro Tem Shari Barr asked what the cost will be for the residents.

Mr. Gross said the leases will start at \$400 - \$500. The thing with building affordable housing is the financing and the state and federal tax credits that are allocated for this. These homes are income qualified based housing not subsidized. The tax credits are offered by the federal government and since we have a state income tax they match it and they are used for the debt service. We are committed with a land use restrictive covenant to provide affordable housing.

2. Zoning Ordinance

Caleb Racicot project manager with TSW presented to Mayor and Council the code diagnostic report. The diagnostic report helps to identify the major issues within the ordinance. TSW works with communities to update zoning and development regulation to meet local needs. Based on feedback from the city TSW will be creating a Unified Development Code (UDC) which includes the City's zoning and subdivision ordinances, development regulations, and environmental laws. We expect this process to take about a year to analyze the regulations to determine the approach to updating the code and then finally writing it. The coding process is broken into three phases. Phase 1 is analysis of the regulations of the city and creating a diagnostic which is a road map that tells us and the community the kind of changes to be considered. This process begins with reading through the city's comp plan, downtown master plan, zoning code, and subdivision ordinance masterplan and ordinances and then speaking with stakeholders within the community. Stakeholders include members of council, city staff, and focus group with DDA, building community, homeowners, and various

institutions. All of the information is reviewed for effectiveness, best practices, and making sure it is legally sound. The Code Diagnostic Report contains five chapters, Introduction, Policy Analysis, Technical Analysis, Legal Analysis and Recommendations. The policy analysis is the tool we use to make sure that your regulations and codes meet what is in the city's plans and what folks have told us during stakeholder interviews. There are five objectives we have come up with, promoting transportation, economic development, housing diversity, environmental sustainability, and protecting historic and cultural resources. Another thing we looked at were variances and in Statesboro big variances are sign variances, so the sign ordinance will be a major part of this process. After reading through the zoning ordinance we noted whether the codes actually supports the objectives. For example the objective of promoting transportation only 7% of the code supports that outcome and 20% of the code interferes with it. The objective of promoting economic development, 5% of the code supports and 20% interferes. The objective of promoting housing diversity 6% of the code supports and 23% interferes. The objective of protecting historic and cultural resources 10% of the code supports and 2% interferes and the objective of promoting environmental sustainability 17% of the code supports this outcome and 15% interferes with it. The goal is to eliminate as much as we can the interferences. We will begin with cleaning up the code, write clearly, use tables and graphics, update and consolidate definitions, and update legal provisions. We will then drill down on updating the sign ordinance, creating a mixed-use district, allow for mid-rise residential, explore ways to protect local character, updating parking and loading standards, establishing ground floor commercial standards, limited ground floor residential uses, update lot standards and explore design standards. We will also update use regulations, develop custom standards for the Blue Mile, the Creek District and the McTell Trail, consolidate single family districts, allow residential in more districts, and allow accessory dwellings and cottage courts. Finally we will clarify the review standards and update administrative variances. We will schedule a series of public meetings and workshops to talk about these ideas in more detail and then come back with some preliminary ideas before writing the code.

3. Budget Discussion

City Manager Charles Penny stated that last Tuesday we had a budget work session where we presented a balanced budget. He went on to review with Mayor and Council the proposed fund appropriations in the General Fund, Fire Fund, General Capital Fund, Water and Sewer fund, Stormwater fund, Gas fund, Solid Waste Collection and Solid Waste Disposal fund. Mr. Penny continued with an overview of the concerns and unknowns from last week's meeting that includes a significant amount of fund balance will need to be used from the General Fund in order to balance the budget and within City limits nearly 25% of the total assessed value for real and personal property is non-taxable. In addition we will have to refinance the Old Register TAD. We had an 8.6% overall increase in General Fund revenues and based on information from Bulloch County Tax Assessor the property tax digest growth will increase by about 7%. Mr. Penny presented the Statesboro millage rate in comparison to other cities and we fall in the middle however compared to Bulloch County and the Board of Education we have the lowest rate. The FY 2023 proposed rate would yield roughly \$6 million for the General Fund. In order to balance the budget we will need to use \$2.1 million in fund balance to balance the General Fund and \$339,209 to balance the Fire Service Fund. We have been budgeting fund balance in order to balance the budget and when we do that I tell department heads we are using that to balance the budget but you cannot spend it. Of the \$2.1 million I cannot tell them they can't spend that money because the budget increases are based on personnel. The challenge with spending fund balance is that it is not a recurring fund. Now this budget is balanced without a millage rate increase and we can do this one year but after this year you will be faced with a millage rate increase in order to balance the next budget. If we don't keep paying people, making adjustments, and pay for performance they will be looking for other opportunities and so the budget includes a 4% pay adjustment for our employees, it is recommend to continue with pay for performance and to increase the Christmas bonus from \$100 to \$500.

Mr. Penny presented the budget assumptions for FY2023 which assumes a 7% property tax digest growth, a nominal increase in Franchise Fees and Insurance Premium taxes, no rate increases, business license renewals remain close to present levels, \$175,000 in package stores alcohol tax and funding \$120,000 for the Children's Zone, equity transfers to the General Fund, increase from the county for the Statesboro Fire Department, transfers to the Health Insurance Fund, implementation of a 4% adjustment to the employee pay plan, continuation of Pay for Performance, increase of communication officer positions, addition of two police officers, addition of an Administrative Assistant in the HR Department, funding for small Business Recruitment, funding for an Events Management, an increase in the Employee Annual Bonus, and assumes adding Good Friday as a Holiday.

Mr. Penny reiterated to Mayor and Council they need to strongly consider a millage rate increase, because if it is not done this year you will be faced with it next year. Even if it is raised by a mil or a mil and three quarters we would still need to use some fund balance in order to balance the budget.

Mayor Pro Tem Shari Barr asked what percentage of the budget needs to be in the reserve of General Fund. Mr. Penny stated the policy of the City to have twenty-five percent in reserve which is a little more than \$5 million in fund balance.

Councilmember Phil Boyum stated his concern of the increased spending without a thought as to how to increase our revenues.

Mr. Penny stated that cities have limited ways to raise revenue. In order to raise revenue requires a millage rate increase or rates and fees increase a way to do it. Staff recommends a millage rate increase of 1.75.

Councilmember Phil Boyum stated at this time he thinks the Children's Zone needs to be removed from the budget assumptions and tabled for further discussion after budget adoption.

There was further Council discussion regarding the fund balance, the millage rate and budget assumptions for FY2023.

The meeting was adjourned at 5:19 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
MAY 17, 2022

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. Call to Order

Mayor Jonathan McCollar called the meeting to order

2. Invocation and Pledge

Councilmember Venus Mack gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

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

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

3. Recognitions/Public Presentations:

A) Presentation of a proclamation recognizing May 15 – 21, 2022 as National Public Works Week.

Mayor Jonathan McCollar presented Assistant Public Works Director Marcos Trejo with a proclamation recognizing May 15-21, 2022 as National Public Works Week.

4. Public Comments (Agenda Item): None

Mayor Jonathan McCollar called on Lehman Franklin to speak.

Lehman Franklin came forward and introduced himself stating that he is running for State Representative in the 160th district. He stated you can call me any time and to learn more about me and my platform visit leefranklin.com, and looks forward to doing some good things for the city and county.

Mayor McCollar recognized Mr. Tutt and asked him to introduce himself.

Preston Tutt introduced himself stating he is running for county commissioner in district 1B and hopes to bring some new blood in the machine.

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 05-03-2022 Council Minutes

b) 05-03-2022 Executive Session Minutes

A motion was made to approve the consent agenda.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

6. Public Hearing and Consideration of a motion to approve a Package Distilled Spirits Location Reservation in accordance with City of Statesboro Alcohol Ordinance Chapter 6-12(a) and 6-23(h):

GATA Package, LLC DBA GATA Package

Tormenta Way

Statesboro, GA 30458

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

No one spoke for or against the request.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

A motion was made to approve a Package Distilled Spirits Location Reservation in accordance with City of Statesboro Alcohol Ordinance Chapter 6-12(a) and 6-23(h) to:

GATA Package, LLC DBA GATA Package
Tormenta Way
Statesboro, GA 30458

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

7. Public Hearing and Consideration of a motion to approve Resolution 2022-17: A Resolution approving the application for a Community Development Block Grant (CDBG) to the Georgia Department of Community Affairs and commitment of matching funds.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Shari Barr
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **Resolution 2022-17**: approving the application for a Community Development Block Grant (CDBG) to the Georgia Department of Community Affairs and commitment of matching funds.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

8. Consideration of a motion to approve Resolution 2022-18: A Resolution authorizing the destruction of certain Municipal Records.

A motion was made to approve **Resolution 2022-18**: authorizing the destruction of certain Municipal Records.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Paulette Chavers
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

9. Consideration of a motion to approve Resolution 2022-19: A Resolution amending the 2019 Service Delivery Strategy agreement with Bulloch County.

A motion was made to approve **Resolution 2022-19**: amending the 2019 Service Delivery Strategy agreement with Bulloch County.

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

10. Consideration of a motion to approve Resolution 2022-20: A Resolution to re-establish the Downtown Statesboro Incentive Program.

A motion was made to approve Resolution 2022-20: to re-establish the Downtown Statesboro Incentive Program and to make it retroactive to February 2022.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

11. Consideration of a motion to award a contract for digital review software to iWorq Systems Inc. in the amount of \$35,000.00.

A motion was made to award a contract for digital review software to iWorq Systems Inc. in the amount of \$35,000.00.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

12. Consideration of a motion to award a contract with Y-Delta Inc. in the amount of \$695,991.09 for the installation of sanitary sewer infrastructure in the Foxlake Subdivision. To be paid from the American Rescue Plan Act funds approved in the FY2022 CIP Budget item #WWD-32-B.

A motion was made to award a contract with Y-Delta Inc. in the amount of \$695,991.09 for the installation of sanitary sewer infrastructure in the Foxlake Subdivision. To be paid from the American Rescue Plan Act funds approved in the FY2022 CIP Budget item #WWD-32-B.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Phil Boyum
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

13. Other Business from City Council:

Councilmember Paulette Chavers stated she just wants people to be cognizant of what's going on in Buffalo, New York and to send up prayers for the families of those who have lost individuals.

Councilmember Phil Boyum asked for some details on the information provided to them in the FYI packet regarding Southern City Lounge.

City Attorney Cain Smith explained the judgement letter received from the City's Alcohol Administrative Judge came from a hearing held on May 3, 2022. The hearing was conducted due to a motion from the Police Chief to revoke their alcohol license for being a danger to public safety. Judge Peterson did not revoke their license rather he fined them and gave them a ten day suspension for five weekends that would run through mid-June.

Councilmember Boyum gave a brief history lesson regarding platinum lounge that was located next to the newspaper stating it was an establishment that went from fighting to shooting and at the time Council did not have the authority to revoke these licenses. After going through some legal issues the judge came back to council and stated that council is responsible for giving licenses out and you have the responsibility to revoke them when there's an issue. He stated that as far as he is concerned Southern City Lounge is now a problem. They say they are a restaurant but their hours of operation do not match that of a restaurant, the business is being deceptive and lying and any business that does, does not deserve to have the license.

Mayor Pro Tem Shari Barr asked what are our options legally, right now. Have they been to court?

City Attorney Cain Smith answered yes they have been to court. He stated that in Chapter 6 – 19 council granted exclusive jurisdiction to the administrative judge to handle these sorts of hearings. There is a provision in the Charter regarding regulations for general welfare, Section 4-2 of the charter gives an option for council to do a resolution to go against what is previously written in Section 6-19 of the ordinance.

Councilmember Venus Mack stated she recommends sitting down with the owner and have a conversation. She stated she has spoken with the owner and they have concerns about the things that are going on, the owners stated they have been trying to get police to come and watch to see what is going on. They don't want incidents happening around their building and I don't agree with suspending their license at this time.

There was further council discussion regarding the business practices of Southern City Lounge and the incidents that have occurred around the location.

Councilmember Paulette Chavers stated she agrees with the judge's decision but also open to having conversations with this particular business owner and other business owners as well.

Mayor McCollar called on Police Chief Mike Broadhead to share insight on the calls for service to this particular location.

Police Chief Mike Broadhead stated a report was compiled and there have been 44 calls there from January 2020 to April 2022. Some of those calls were for medical issues of an individual waiting in line to get into the establishment. The calls do not include traffic stops made in the area or anything like that. Nine of the calls were firearms related and four of them were shootings. So what we've done to try and rectify some of that is we have charged the owner of the establishment with the violations of the alcohol in the past. The owner has been in front of the administrative judge previously and has been fined for business practices. It does not appear that they're open very often and it doesn't appear they are working as a restaurant. We asked the City Clerk to request per the ordinance their financial information showing that they are selling enough food to have a restaurant license, which is really significant in this area because they are not eligible to get a bar license because of a DUI council center in the area and the ordinance prohibits them from getting a bar license. The documents they turned into the City Clerk which were presented to the administrative judge was in my

opinion woefully inadequate to prove they were selling any kind of food. The judge reviewed the information and allowed them to keep their license. Incidents have continued and we requested a revocation of their license based upon the most recent incident down there.

Councilmember Phil Boyum made a motion to have Southern City Lounge's alcohol license revoked.

The motion failed due to the lack of a second.

Mayor Pro Tem Shari Barr congratulates all graduates, their teachers, and all the ones who helped get them there.

Mayor McCollar spoke regarding the shootings that took place over the weekend in our country. He stated that the current state of politics in this country is a direct threat to our national security. We need to recognize that our future as Americans are woven together. My hope is that our City will strive to be better.

14. City Managers Comments

City Manager Charles Penny gave an update on the community garden and stated the property should be ready by mid-June at which time we will need to schedule a ribbon cutting.

15. Public Comments (General): None

Marcus Toole with Habitat for Humanity came forward to encourage Mayor and Council to put money in the budget for the land bank.

Scott Marchbanks with the Boys and Girls Club came forward to say he supports the Kid Zones and would like to partner with the city to expedite the program.

16. Consideration of a Motion to enter into Executive Session to discuss "Potential Litigation" in accordance with O.C.G.A. 50-14-3(b).

At 6:27 pm a motion was made to enter into executive session.

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

At 6:50 pm a motion was made to exit executive session.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Paulette Chavers
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

Mayor McCollar called the regular meeting back to order.

A motion was made to appoint Lissa Leege, William (Bill) Herring, Victor Dickey, Ben Morris, Karen Sanders, Kristine Yager-Rushton, Melanie Sparrow, Carolyn Altman, and Jon Cook to the Greener Boro Commission and Beverly Graham, Loren Mathews, and George Fechter to the Keep Statesboro Bulloch Beautiful Advisory Board and Pam Bland and Virginia Russell to the Tree Board.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Shari Barr
SECONDER:	Councilmember Venus Mack
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

17. Consideration of a Motion to Adjourn

A motion was made to adjourn.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember Paulette Chaves
AYES:	Boyum, Chavers, Mack, Barr
ABSENT	Councilmember John Riggs

The meeting was adjourned at 6:51 pm.

Jonathan McCollar, Mayor

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 7, 2022

RE: Surplus of Vehicles past Service Life

POLICY ISSUE: Surplus Vehicles

RECOMMENDATION: That Council approve the "surplus" of vehicles that are past their service life or are not usable.

BACKGROUND: The Police Department is requesting that the City Council approve removing the following six (6) listed vehicles from the city inventory through "surplus" action:

- 2011 Dodge Charger (VIN 2B3CL1CT1BH540571) (Mileage: 100,029)
- 2011 Dodge Charger (VIN 2B3CL1CT3BH540328) (Mileage: 115,200)
- 2011 Dodge Charger (VIN 2B3CLX1CT0BH540576) (Mileage: 104,039) (Deadline)
- 2012 Dodge Charger (VIN 2C3CDXAT3CH287728) (Mileage: 67,522) **
- 2014 Dodge Charger (VIN 2C3CDXAT6RH167876) (Mileage: 94,407) (Deadline)
- 2011 Chevrolet Tahoe (VIN 1GNLC2EO1CR164079) (Mileage: 100,348)

**This vehicle has previously suffered an engine fire. The motor has been rebuilt 2X and requires it again. City mechanic advises the cost to maintain exceeds the value to keep.

BUDGET IMPACT: These vehicles will be sold through an auction process as per city procedure.

COUNCIL DISTRICT: All

ATTACHMENTS: N/A



City of Statesboro
Information Technology Services
22 West Grady Street Statesboro, GA 30458



TO: Charles Penny, City Manager

FROM: Darren Prather, Director of Central Services

DATE: May 31, 2022

RE: Surplus of Computers, Servers, Verizon Devices, Mitel Phones, and WiFi Access Points

POLICY ISSUE: Surplus Equipment

RECOMMENDATION: That Council approve the "surplus" of equipment that is past its service life and is not usable.

BACKGROUND: The Central Services Department is requesting that the City Council approve removing the equipment included on the attached spreadsheet from city inventory through "surplus" action.

BUDGET IMPACT: This equipment will be crushed at the landfill and will not affect the city's budget.

COUNCIL DISTRICT: All

ATTACHMENTS: Spreadsheet Listing Equipment

Laptop / Desktop S/N	Model / Type	IPad S/N	iPad Model	MiFi S/N	MiFi Model	Cell Phone S/N	Cell Phone Model	
4TKX9G2	Patrol Laptops	F9FT57L7HGC5	A1550	354147081757594	MHS900L	F71Y3QKHG6W	A1660	
1CN9362		DLXYH2PSLMV7	A2126	990003324663547	6620L	C7CXM0QHHG6W	MNAC2LL/A	
D4N9362		DMPMJ6YNF4YD	A1475	990003321228369	6620L	FFXZQ8HXKXKN	MT302LL/A	
2ZG9362		DMPPP448F4YD	A1475	990006372314368	6620L	F4GW70NZJC6C	MQ722LL/A	
H0H9362		DMQQ7VQSFK14	A1474	990006371642462	6620L	KYOE4610	E4610	
J7N9362		DMPKP5P1F18P	A1460	990003321228641	6620L	KYOE4520	E4520	
D5KKRC2		DMPWN2LCJ2D1	A1709	990003321228823	6620L	KYOE4610	E4610	
3C19VF2		DLXX60G0J262	A1670	990003321225647	6620L	990002741091159	A1429	
8110BG2		F9FS6078GHMG	A1550	990003322522000	6620L	356964061162555	A1533	
7GZ7RC2		DMPMQHMCF4YD	A1475	990003321384345	6620L	99000422246161	E4520PTT	
G8YPRQ2		DMPY4TUAJF88	A1954	990003321904191	6620L	99000422249341	E4520PTT	
1T98VF2		DMPK243XF18P	A1460	990006378601917	6620L	99000611516169	E4520PTT	
F1H85Q1		DMPMX37MF18P	A1460	990006384955174	7730L	99000422246169	E4520PTT	
CPL0K12		Precision M2800	DLXJN1BKF19J	A1455	990000626883906	4510	A0000048D9B2D8	SCH-U680
CZ619P1		Optiplex 960	DLXMK8S5F4YD	A1475	990003320467430	6620L	123700657231	C781
BF238P1		OptiPlex 960	DLXJN14RF19J	A1455	990009310722114	8800L	99000422595412	E4520PTT
D7Q88Y1	OptiPlex 9010	990001134343722	SCH-1815	CA12312009310	GX440	123700657228	C781	
JQNHZ12	OptiPlex 7010	990001134339977	SCH-1815			133201112140	C781H	
CGQQ9P1	Optiplex 980	990001134343714	SCH-1815			123700664777	C781	
2DM9DP1	Optiplex 980	990001134339993	SCH-1815			99000422334788	E4520PTT	
2DM8DP1	Optiplex 980	990001134343698	SCH-1815			142601439656	C781H	
8WF77V1	Optiplex 790	DMPKN7SNF18P	A1460			99000422595082	E4520PTT	
CQVC7V1	Optiplex 790	DMPMX006F18P	A1460			123900722932	C781	
D0WJGQ1	Optiplex 790	990000244678977	SCH-1905			123700663364	C781	
CQV97V1	Optiplex 790	DLXJN37CF19J	A1455			123800698444	C781	
321NZV1	Optiplex 7010	DMPMX03KF18P	A1460			123400642493	C781	
D7PC8Y1	Optiplex 9010	DMPLM99BF49D	A01475			99000610503808	E4520PTT	
HL69Y12	Optiplex 9020	DMPK246MF18P	A1460			123900723097	C781	
9YVQVR1	Optiplex 990	DMPKNNHJZF18P	A1460			123700657229	C781	
HL6ZX12	Optiplex 9020	DMPKNN9BF18P	A1460			99000422323769	E4520PTT	
JL9VNS1	PowerVault NX300	DMPKNN2VF18P	A1460			99000610509460	E4520PTT	
60J1TR1	Like the Server above	DMPK2BDEF18P	A1460			A0000048D9C61A	SCH-U680	
9KJT8G1	PowerVault DP600	F7NLL9UVFPFL	A1455			123700657474	C781	
22557OS	Ocean Systems	DMPVV16XJ2D1	A1709			99000422356331	E4520PTT	
CN017DZ081	HP Switch (ProCurve)	DMPWN5SUJF88	A1954			99000422587744	E4520PTT	

Laptop / Desktop S/N	Model / Type	IPad S/N	IPad Model	Mitel S/N	Smart TV S/N	Cell Phone S/N	Cell Phone Model
92F54D1	PowerEdge 2950	DMPMX1CZF18P	A1460	AVACD9130	DY5KDH05FF54	99000612049442	E4520PTT
FNT2JF1	Latitude D830	DMPW8243J2D1	A1709	AVABX7180		990006152764071	E4610
1Z7C0P1	Latitude E6510	DMPKP76LF18P	A1460	1T2FS120314E		99000422246148	E4520PTT
7J7T5D1	PowerEdge 2950	DMPKNQY1F18P	A1460	AVABX7084		990006152785340	E4610
C2130LD43N20258	CSE-213	DMPMNA3NF4YD	A1475	AVACO4666		990006152766282	E4610
H1YVCX1	Optiplex 7010	990000270596127	SCH-1905	AVACO5133		123900722965	C781
JQNCZ12	Optiplex 7010	DMPJ192BDNQR	A1403	AVABU5936		121100505391	C781
H1ZVCX1	Optiplex 7010	DMPKNLGF18P	A1460	AVACO7001		352020075033441	A1549
D7PB8Y1	Optiplex 9010	DMPK17WCF18P	A1460	AVACD6447		Unknown	A1660 (6)
CQTP7V1	Optiplex 790	DMPJ800HDNQR	A1403	AVACO6999		Unknown	Unknown iPhones (4)
JQBNB22	Optiplex 7010	DMPKNMLRF18P	A1460			Unknown	A1688 (27)
CQTR7V1	Optiplex 790	DMPPH4KTF4YD	A1475			359235067243658	A1549
9HFN842	Optiplex 9020	DMPKNRH0F18P	A1460			356988066095155	A1549
H1Z1DX1	Optiplex 7010					352018075313706	A1549
HL6BY12	Optiplex 9020	990000244691996	SCH-1905			355783070293990	A1549
H1ZWGX1	Optiplex 7010	990000270740691	SCH-1905			352017072816737	A1549
H1YWCX1	Optiplex 7010	DLXMF14NF4YD	A1475			352015075204927	A1549
321MZV1	Optiplex 7010	DKWK12DDFFHW	A1395			359307061363517	A1549
6DDBZQ1	Optiplex 960	F9FT4336HGC5	A1550			359306064886334	A1549
CQTF7V1	Optiplex 790	DMPKNS1XF18P	A1460			990002870271739	A1429
BXW8K02	Optiplex XE2	DMPJV3DNF18P				990002870558705	A1429
H1ZCCX1	Optiplex 7010	DMPSM13GXPX	A1674			990002825817867	A1429
JQNK122	Optiplex 7010	DMPK78ZTDNQR	A1403			990002796437265	A1429
JQNDZ12	Optiplex 7010	DMPSL19EGXPX	A1674			990002739850855	A1429
H1ZYCX1	Optiplex 7010	.				990002870409412	A1429
D7Q88Y1	Optiplex 9010	.				990002870550470	A1429
2M0D282	Optiplex 9020	.				358810057899353	A1533
H201DX1	Optiplex 7010	.				352007068405686	A1533
H1YYCX1	Optiplex 7010	.				358813057617841	A1533
1QR2BZ1	Optiplex 7010					358755059390267	A1533
72QQM02	Optiplex 7010					352007069742699	A1533
2M0Z182	Optiplex 9020					356964061847080	A1533
H200DX1	Optiplex 7010					358751056190347	A1533
HL6CY12	Optiplex 9020					358754055951446	A1533
HL70Y12	Optiplex 9020					352007068404879	A1533

Laptop / Desktop S/N	Model / Type	Sonic Wall Access Point S/N			Cell Phone S/N	Cell Phone Model
JQNFZ12	Optiplex 7010			0017C541D7BC	352005067412679	A1533
BXX7K02	Optiplex XE2			0017C541EC56	358753058093834	A1533
C07K305GDY3G	Mac Mini			0017C5C73EC2	358810058343955	A1533
HL71Y12	Optiplex 9020			0017C5E3A13C	352008069769625	A1533
D7R98Y1	OptiPlex 9010				356963063676026	A1533
JQNJZ12	Optiplex 7010				356964062204588	A1533
H1ZXCX1	Optiplex 7010				356963063335995	A1533
B90CM02	Optiplex XE2				358814053058196	A1533
B90DM02	Optiplex XE2				358814050151580	A1533
B90BM02	Optiplex XE2				358755053431737	A1533
9P3X9F1	OptiPlex 755				356961063047115	A1533
CQVK7V1	OptiPlex 790				358753059598666	A1533
4V2NC42	OptiPlex 9020				352006063713987	A1533
29N9362	Latitude E5550				356964062327249	A1533
N1976 M10 11179	Gateway MT3421				358812056245133	A1533
2VMCNR1	Vostro 3555				358810050723766	A1533
BF268P1	Optiplex 960				352005066795306	A1533
H20WCX1	Optiplex 7010				358813056355583	A1533
52KL7G1	PowerEdge 2950				352006066134454	A1533
20371J1	PowerEdge 2950				352007068246379	A1533
3DZ4TR1	Kace 1100				352006065249014	A1533
DHQM1Z1	Latitude 3330				356962062117974	A1533
					352008065410810	A1533
					359231068170347	A1549
					352017073995522	A1549
					359301065162116	A1549
					359297066033415	A1549
					352019071556512	A1549
					359302064181073	A1549
					358372060621746	A1549
					359306064446436	A1549
					359301061544044	A1549
					359302066058725	A1549
					352020075361297	A1549
					352015075490427	A1549

					Cell Phone S/N		Cell Phone Model	
					359302065216548		A1549	
					359301065403452		A1549	
					359300062018164		A1549	
					359307066151362		A1549	
					352016072954852		A1549	
					359301063330830		A1549	
					359307060101645		A1549	
					359296065186240		A1549	
					359234066580301		A1549	
					359296061986502		A1549	
					359239061876877		A1549	
					359296064462691		A1549	
					990001218407328		XT912	
					Unknown		A1387	
					358811057122739		A1533	
					352006064008866		A1533	
					358755056670844		A1533	
					352005067020472		A1533	
					352019074842307		A1549	
					35930601864599		A1549	
					Unknown		XT1254	
					990001193916350		XT912	
					115100277727		C781	
					F4GW70MVJC6C		A1863	
					359306068309820		A1459	
					2684354574		IHDT56JUT	
					359305066281742		A1549	
					359472042091635		4c	
					F4GW6QQAJC6C		MQ722LL/A	

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 5/25/2022

RE: Clarke Beverages II

Policy Issue: Consideration of grant of license for the package sale of distilled spirits, beer, and wine to Clarke Beverages II located at 607 Brannen Street in accordance with City Ordinance 6-23(h).

Background: Location reservation was granted on April 19, 2022. Certificate of occupancy and occupational tax certificate have been issued for subject property. Mayor and Council may approve final grant of license by consent agenda without need for public hearing pursuant to City Ordinance 6-23(h).

Recommendation: Planning & Development, Fire Department, Police Department, and Legal recommended approval

Budget Impact: None

Council Person & District: Shari Barr, District 5

Attachments: Occupational Tax Certificate & Department Approvals



CITY OF STATESBORO, GA

50 E MAIN ST STATESBORO, GA 30458
PO BOX 348 STATESBORO, GA 30459
912-764-5468

BUSINESS LICENSE CERTIFICATE

Business Name: BCLARKE BEVERAGE & SONS REN CASE LLC
DBA: CLARKE BEVERAGES II

Business Location: 607 BRANNEN ST STE 1
STATESBORO, GA 30458

Owner: STEPHEN BRADLEY CLARKE

License Number: BL-003248-2022

Issued Date: 5/25/2022

Expiration Date: 12/31/2022

Mailing Address: PO BOX 37

License Type: OCCUPATIONAL TAX CERTIFICATE

Classification: PACKAGE STORE

Fees Paid: \$ 215.00

City Clerk

This license is not transferable and is subject to be revoked if abused.

TO BE POSTED IN A CONSPICUOUS PLACE

Clarke Beverages
607 Brannen St
Statesboro, Ga 30458

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department Full Name Recommendation Comments

Planning & Development	Justin Williams	Approve	
Fire Department	Justin Taylor	Approve	
Police Department	Jared Akins	Approve	
Legal	Cain Smith	Approve	

Public Hearing on the proposed FY2023 Budget for the City of Statesboro

Click on the link below to access the Proposed FY 2023 Budget

<https://www.statesboroga.gov/wp-content/uploads/2022/05/FY-2023-Annual-Budget-WIP-PROPOSED-SITE-UPLOAD-5-27-2022.pdf>

CITY OF STATESBORO

COUNCIL

Phillip A. Boyum
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John C. Riggs
Shari Barr



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

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

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

From: Cain Smith, City Attorney

Date: May 31, 2022

RE: June 7, 2022 City Council Agenda Items

Policy Issue: *Consideration of contract with Georgia Southern University and Service Foundation, Inc (GSURSF) regarding provision of mental health and wellness services to Statesboro Police Department personnel.*

Recommendation: Approval

Background: City received funding from the US Department of Justice through the Law Enforcement Mental Health and Wellness Act (LEMHWA) grant program. GSURSF has the requisite experience and resources to provide these services to City in accordance with LEMHWA grant conditions.

Budget Impact: Paid in full through received LEMHWA funds

Council Person and District: All

Attachments: Proposed contract

SPONSORED PROGRAMS AGREEMENT NO. 9441
BETWEEN
GEORGIA SOUTHERN UNIVERSITY RESEARCH
AND SERVICE FOUNDATION, INC.
AND
CITY OF STATESBORO

THIS SPONSORED PROGRAMS AGREEMENT ("Agreement") is between the GEORGIA SOUTHERN UNIVERSITY RESEARCH AND SERVICE FOUNDATION, a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter referred to as "GSURSF", and CITY OF STATESBORO, an municipal corporation in state of Georgia, hereinafter referred to as "City", each of the aforementioned being referred to individually as the "Party" or collectively as the "Parties";

WHEREAS, GSURSF and the Board of Regents of the University System of Georgia on behalf of Georgia Southern University (hereinafter referred to as "University") have entered into an agreement wherein University and its faculty and staff employees, independent contractors, subcontractors, and student assistants perform research and service projects under agreements executed by GSURSF with outside sponsors and/or entities, and GSURSF manages and controls University's interests in intellectual property rights created under said agreements with outside sponsors and/or entities; and

WHEREAS the services contemplated by this Agreement are of mutual interest and benefit to GSURSF and City, will further the instructional, research and public service missions of University in a manner consistent with its status as a nonprofit, tax-exempt, educational institution, and may derive benefits for both University and City through the advancement of knowledge (the "Research Services");

NOW, THEREFORE, the Parties hereto agree as follows:

1. STATEMENT OF WORK

GSURSF agrees to use its reasonable efforts to perform the research program as described in the Statement of Work appended hereto as Appendix A (hereinafter the "Research Program").

Nothing in this Agreement shall be construed to limit the freedom of researchers, whether as participants in this Agreement or not, from engaging in similar inquiries made independently under other grants, contracts or agreements with parties other than City.

The Research Program shall be performed in accordance with established policies and procedures of University and the University System of Georgia, which may include policies and procedures applicable to research involving human subjects, laboratory animals, and hazardous agents and materials.

2. PRINCIPAL INVESTIGATOR

The research will be supervised by Dr. Bridget Melton of the College of Health Professions to serve as Principal Investigator. If, for any reason, she is unable to continue to serve as Principal Investigator, and a successor acceptable to both GSURSF and the City is not available, this Agreement shall be terminated as provided in Article 6.

3. PERIOD OF PERFORMANCE

The research shall be conducted during the period of January 1, 2022, through December 31, 2023 ("Period of Performance") and will be subject to renewal or extension only by mutual written agreement of the Parties.

4. PRICE AND PAYMENT

As compensation for the performance of this Agreement, the City agrees to pay GSURSF the fixed price of fifty-nine thousand three hundred forty-eight dollars (\$59,348.00).

Payments shall be made to GSURSF by the City on the following basis:

July 1, 2022 50% to cover summer 2022 salaries and summer/fall travel
July 1, 2023 50% to cover summer 2023 salaries and summer/fall travel

Invoices for compensation shall be submitted to the following address:

Cindy West
City of Statesboro
50 E Main Street
Statesboro, GA 30458

Payment shall be sent to: Georgia Southern University Research
and Service Foundation
P.O. Box 8005
Statesboro, Georgia 30460-8005

5. DELIVERABLES

The following outcomes and deliverables are required under this Agreement:

Outcomes

Table 1 presents program outcomes based on the program vision and LEMHWA recommendations. These outcomes will be used in crafting program task-oriented SMART goals, creating deliverables, monitoring program progress, and summative program evaluation.

Table 1

Outcome #	Outcome Description	LEMHWA Recommendation(s)
A	Create a multi-tiered system of support (MTSS) for mental health & wellness services within rural law enforcement agencies.	3, 6
B	Create a cadre of rural law enforcement officers and non-sworn personnel trained as Mental Health First Aid instructors.	16, 20, 21
C	Create a significant corps of rural law enforcement officers (i.e., 500) trained in Mental Health First Aid.	16, 20
D	Identify and upgrade formal/informal peer support/mentoring services already in-place, creating new services where significant needs exist. Integrate these services within MTSS structure.	13, 16, 19
E	Identify rural community-based mental health and wellness resources (i.e. licensed mental health clinicians, mental health/wellness services) and create collaborative agreements for MTSS integration.	2, 3, 15, 19
F	Create an agency policy and/or curriculum regarding mental health and wellness for: (a) post-academy entry-level training; (b) continued in-service training; and (c) identified need/concern response.	19, 20, 22

Deliverables

Table 2 presents an overview of all deliverables and their corresponding relationship to program outcomes and LEMHWA recommendations.

Table 2

Deliverable	Deliverable Description	Outcome #	LEMHWA Recommendation(s)
1. MTSS Structure Guide	MTSS outline document and infographic describing the tiered support system and integrated services. Deliverable designed for dissemination/sharing.	A	3, 6
2. Mental First Aid "Hip Pockets" Info	Summary quick-reference for use as reminder/resource for Mental Health First Aid (e.g., infographic, "How To", checklist, video screencasts, etc.). Resource based on Mental Health First Aid training without violating copyright. Deliverable designed for dissemination/sharing.	C	16, 20
3. Mental Health & Wellness Mindset Training Curriculum	In-service trainings using community mental health & wellness experts addressing relevant topics for officers, staff & families (i.e., resilience, mindfulness, trauma). Deliverable designed for dissemination/sharing.	A, E, F	1, 2, 3, 6, 15, 19, 20, 22
4. Mental Health Services MOU and Agency Policy	Agency policy delineating tiered services and how they respond to need/intervention. Policy includes memorandum of understanding for use with community-based mental health & wellness professionals for integrated and/or embedded services. Deliverable designed for dissemination/sharing.	A, F	3, 6, 19, 20, 22
5. Program Mid- and Final-Review Eval	GS research team will create process and formative evaluations for the mid and final reviews, including focus group data, participant satisfaction surveys and the descriptive data of implementation. Long term outcomes will be monitored for the effectiveness of improving officers' mental health	X	X

City shall have an irrevocable, royalty-free, non-commercial, nonexclusive license to use the deliverables. All other rights in intellectual property are governed by Paragraphs 7 and of this Agreement.

6. TERMINATION

A. This Agreement may be terminated by the City or GSURSF upon sixty (60) days written notice. Upon termination, GSURSF will be reimbursed as specified in Article 4 for all costs and commitments incurred in the performance of the research up to the date of termination.

B. Either party may terminate this Agreement immediately upon written notice if the other party breaches any of the terms and conditions of this agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof.

7. COPYRIGHTS

A. Ownership. GSURSF shall retain any copyrights or copyrightable material, including computer software, that may be produced or composed in the performance of the Research Program subject to the policies and regulations of University and the University System of Georgia.

B. License to Copyrightable Materials. GSURSF hereby grants to the City an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, display, distribute to third parties, perform and otherwise practice without restriction any copyrightable materials (technical data, reports, etc.) titled in GSURSF and developed under this research program, excluding the following: computer software, its documentation, and/or information databases.

8. PATENTS

A. Ownership of Project Inventions. "Project Inventions" means all inventions, patentable discoveries, and/or software, that are first made or reduced to practice in performance of the Project.

"City Inventions" means all Project Inventions that are invented and/or developed solely by one or more employees of City. All right and title in and to City Inventions shall be owned by City and is hereby assigned to City. City may, in its sole discretion and at its sole expense, seek legal protection for any City Inventions.

"GSURSF Inventions" means all Project Inventions that are invented and/or developed solely by one or more employees or students at Georgia Southern University. All right and title in and to GSURSF Inventions shall be owned solely by GSURSF is hereby assigned to GSURSF. GSURSF Inventions shall also include any Project Inventions that are invented or developed in any building on any of the campuses of Georgia Southern University that is subject to active tax-free bond financing.

"Joint Inventions" means all Project Inventions that are invented and/or developed jointly by one or more employees or students at Georgia Southern University and by one or more employees of City. All right and title in and to Joint Inventions shall be owned jointly by GSURSF and City. The Parties will negotiate an intellectual property management agreement to define the respective rights and obligations of the Parties with respect to legal protection, payment of expenses, licensing, and infringement of Joint Inventions.

B. Disclosure Each Party shall disclose all Project Inventions promptly to the other Party in writing, but no later than thirty (30) days after the end of the Term. Each Party agrees that it shall not file any patent applications or other forms of intellectual property protection on any Project Inventions without prior notice to the other Party.

C. Option to Negotiate License. In the event that any Project Inventions are invented or developed in the performance of the Project, GSURSF shall grant to City an exclusive option to negotiate an exclusive license to GSURSF Intellectual Property and/or GSURSF's interest in Project Invention. City's option rights shall begin upon GSURSF's disclosure of such to Customer and shall expire at the later of (i) ninety (90) days after GSURSF's disclosure of such Project Intellectual Property to Customer; or (ii) the end of the termination of this Agreement as set forth herein.

9. PUBLICATIONS

A. GSURSF shall have the right to publish and disseminate information derived from the Research Program.

B. City shall have thirty (30) days to review any proposed publication and remove any proprietary information or information that may threaten the potential patentability of any inventions described therein. Failure to respond within thirty (30) days of receipt shall constitute de facto agreement of City that the proposed publication contains no proprietary information or information that may threaten the potential patentability of any invention.

10. CONFIDENTIAL INFORMATION

A. Confidential Information. It is contemplated that the either Party ("Discloser") may disclose certain confidential and/or proprietary information to the other Party ("Recipient") unknown to the general public (hereinafter referred to as "Confidential Information"). The Parties agree that the terms of this Article shall apply to any confidential and/or proprietary information that may be disclosed under this Agreement, and that such Confidential Information shall be used solely for the benefit of Discloser ("Purpose"). Recipient acknowledges that the above-described Confidential Information is confidential and/or proprietary to Discloser and is claimed to be a valuable, special, and unique asset of Discloser.

B. Identification of Confidential Information. Information disclosed that Discloser, in good faith, regards as confidential and/or proprietary shall be clearly marked as "Confidential," "Proprietary," or bear any other appropriate notice indicating the sensitive nature of such Confidential Information. Any Confidential Information not easily marked, including Confidential Information which may be orally disclosed, shall, within thirty (30) days of

its disclosure, be summarized in writing and designated confidential by Discloser. Confidential Information shall not be afforded the protection of this Agreement if such Confidential Information:

- a. has been, is now, or later becomes publicly available through no fault of Recipient;
- b. has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by Discloser.
- c. has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;
- d. was known to Recipient prior to the date it received such Confidential Information from Discloser;
- e. has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records; or,
- f. that must be disclosed pursuant to law or court order, provided the Receiver shall, whenever practicable, promptly notify Discloser.

C. Protection of Confidential Information. For a period of three (3) years from the date any such Confidential Information is disclosed, Recipient will, to the extent permitted by law:

- a. Maintain the Confidential Information in confidence.
- b. Not use any such Confidential Information received from Discloser except for the above-stated Purpose.
- c. Disclose such Confidential Information received from Discloser only to its employees that have a need to know such Confidential Information in order to fulfill the Purpose; and
- d. Not disclose any portion of the Confidential Information received from Discloser to any third party without the prior written consent of Discloser, even if such third party is under similar restriction on disclosure with Discloser.

Recipient agrees to use the same degree of care to protect the confidentiality of all Confidential Information it receives as it uses to protect its own confidential and proprietary information which it does not wish to have published or disseminated. However, in no event shall Recipient use less than a reasonable degree of care to protect the Confidential Information received from Discloser. Recipient further agrees that without Discloser's written consent, Recipient will not electronically record any conversation or meeting with Discloser personnel or photograph any Discloser facility or premises.

D. Open Records Act Disclosure. City acknowledges and understands that GSURSF is subject to Georgia's Open Records laws, and nothing contained herein shall constitute any representation or warranty that any information deemed by City to be confidential is subject to any exemption to the Open Records law as set forth in O.C.G.A. 50-18-72. The GSURSF is obligated under the Open Records laws to release any Confidential Information that is responsive to a request under the Open Records laws that is not subject to an exemption.

E. Notice of Legal Action. If Recipient is under a legal obligation to disclose Confidential Information received under this Agreement, Recipient will use reasonable efforts to promptly provide notice to Discloser, and, to the extent permitted by applicable law and authorized by the Office of the Attorney General of the State of Georgia, will cooperate with Discloser to protect Confidential Information.

E. Miscellaneous Requirements for Confidential Information. All Confidential Information disclosed under this Agreement shall remain the property of Discloser. At Discloser's request, all Confidential Information received by Recipient in tangible form shall be promptly returned or destroyed. Nothing in this Article shall be construed as granting a license to any patent or copyright. The disclosure of Confidential Information shall likewise not be construed as any representation, warranty, assurance, or inducement by either Party with respect to infringement of any patent or other proprietary right.

11. RELEASE OF INFORMATION

GSURSF shall have the right to acknowledge the City, the GSURSF investigator, the nature of the research, and the dollar value of the Agreement in GSURSF' records and reports.

12. TITLE TO EQUIPMENT

GSURSF shall retain title to all equipment purchased and/or fabricated with funds provided by City under this Agreement.

13. NOTICES

All notices to Parties under this Agreement shall be in writing and sent to the names and addresses stated below. Either Party to the Agreement may change such name and address by notice to the other in accordance herewith, and any such change shall take effect immediately upon receipt of such notice.

For GSURSF:

CONTRACT NEGOTIATIONS / ADMINISTRATION:

Mail: Georgia Southern University Research and Service Foundation
P.O. Box 8005
Statesboro, Georgia 30460-8005

Delivery: Georgia Southern University Research and Service Foundation
Veazey Hall, Suite 3000
Statesboro, Georgia 30460

Attn: Christopher Curtis
Executive Director
Telephone: 912-478-5465
Facsimile: 912-478-0719
Electronic Mail: research@georgiasouthern.edu

Technical: Georgia Southern University
Department of Health Sciences & Kinesiology
P.O. Box 8076
Statesboro, Georgia 30460

Attn: Bridget Melton
Telephone: 912-478-1973
Electronic Mail: bmelton@georgiasouthern.edu

For City:

CONTRACT NEGOTIATIONS / ADMINISTRATION:

Mail: City of Statesboro
50 E Main Street
Statesboro, GA 0458

Attn: Cindy West
Telephone: 912-764-0652
Electronic Mail: cindy.west@statesboroga.gov

Technical: Statesboro Police Department
25 W Grady St
Statesboro, GA 30458

Attn: Mike Broadhead
Electronic Mail: mike.broadhead@statesboroga.gov

14. EXPORT CONTROLS

It is understood that GSURSF is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable United States export laws and regulations. Furthermore, it is understood that the transfer of certain technologies, software, materials, and items may require a license from one or more agencies of the United States Government.

City acknowledges that foreign nationals may be involved in the Research Services and agrees that it will not provide any information, item, software, material, or technology that is restricted by United States export control laws or that is considered controlled unclassified information (CUI) without first informing the GSURSF. If GSURSF cannot implement an adequate technology control plan, GSURSF may decline to receive such information.

City further acknowledges that while the information and knowledge created as a result of the Research Services are fundamental research, any material, item, technology, or software created or changed from existing materials, items, technologies, or software may be subject to export controls. City agrees that it will be responsible for complying with any export controls if it intends to ship the material, item, technology, or software out of the United States.

15. INDEPENDENT CONTRACTOR

For the purposes of this Agreement and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations nor commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

16. SEVERABILITY

If any of the provisions of this Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

17. ASSIGNMENT

This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.

18. NON-USE OF NAMES AND TRADEMARKS

City shall not use the names or trademarks of GSURSF, University, nor of any of its employees or components, nor any adaptation thereof, in any advertising, promotional or sales literature without the prior written consent obtained from GSURSF, as applicable in each case. City may not imply endorsement by, employment at, or express opinions as those of GSURSF, University or any components the University System of Georgia.

19. HEADINGS

The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

20. COUNTERPARTS

This Agreement may be executed in duplicate counterparts, which taken together shall constitute one single representation between the Parties.

21. INDEMNITY

At all times during and after termination of this Agreement, City agrees to indemnify, defend and hold harmless GSURSF, the University System of Georgia, its regents, officers and employees and affiliates against any claim, proceeding, demand, liability, or expenses (including legal expenses and reasonable attorney fees) of any kind whatsoever arising out of or in connection with this Agreement.

22. MISCELLANEOUS

A. This Agreement is binding upon and shall inure to the benefit of the parties hereto, their representatives, successors and permitted assigns. No failure or successive failures on the part of City, its successors or assigns, to enforce any covenant or agreement, and no waiver or successive waivers on its or their part of any condition of this Agreement shall operate as a discharge of such covenant, agreement, or condition, or render the same invalid, or impair the right of City, its successors and assigns, to enforce the same in the event of any subsequent breach or breaches by GSURSF, its successors or assigns.

B. This Agreement constitutes the entire agreement between the Parties relative to the subject matter and may only be modified or amended by a written agreement signed by both Parties.

C. This Agreement shall be governed by the laws of the State of Georgia. City agrees that the venue for any legal action regarding this Agreement shall be the Superior Court of Fulton County, Georgia.

D. City shall comply with all laws, regulations and other legal requirements applicable to City in connection with this Agreement, including but not limited to any legal requirements applicable to City's use of the results of the Research Program, any intellectual property of GSURSF or the research results, including animals or other research products delivered to City, and laws controlling the export of technical data, computer software, laboratory prototypes, and all other export controlled items.

E. If either party fails to fulfill its obligations hereunder, other than an obligation for the payment of money, when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for period or more than (30) days.

F. GSURSF and CITY MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE CONDUCT, COMPLETION, SUCCESS OR PARTICULAR RESULTS OF THE RESEARCH PROGRAM, OR THE CONDITION, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH PROGRAM OR ANY GSURSF INTELLECTUAL PROPERTY OR RESEARCH RESULTS OR THAT THE USE OF THE GSURSF INTELLECTUAL PROPERTY OR RESEARCH RESULTS WILL NOT INFRINGE ON ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY. GSURSF SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY CITY OR ANY OTHER PERSON RESULTING, IN ANY PART, FROM THE RESEARCH PROGRAM OR THE USE OF ANY GSURSF INTELLECTUAL PROPERTY, ANY RESEARCH RESULTS OR ANY PRODUCTS RESULTING THEREFROM.

G. To the degree that either or both of the Parties hereto find it convenient to employ their standard forms of purchase order or acknowledgment of order in administering the terms of this Agreement, it or they may do so but none of the terms and conditions printed or otherwise appearing on such form shall be applicable except to the extent that it specifies information required to be furnished by either Party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

H. All representations, warranties, covenants and agreements made in this Agreement and which by their express terms or by implication are to be performed after the execution and/or termination hereof, or are prospective in nature, shall survive such execution and/or termination, as the case may be.

I. In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, GSURSF and City will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability or military service in their administration of policies, programs, or activities, admission policies, other programs or employment.

23. ORDER OF PRECEDENCE

In the event of an inconsistency between the provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- A. Research Agreement;
- B. Appendix A - Statement of Work;

C. Other provisions, documents and/or specifications which are attached to or incorporated by reference into this agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representative.

GEORGIA SOUTHERN UNIVERSITY
RESEARCH AND SERVICE FOUNDATION,
INC

CITY OF STATESBORO

By:

Name: Christopher Curtis

Title: Executive Director

Date:

By:

Name: Jonathan McCollar

Title: Mayor

Date:

APPENDIX A

Budget Justification

Senior Personnel Salary - \$21,092.62

Dr. Bridget Melton, PI will be a key contributor to the following deliverables: literature review, deployment plan, outcome measures, instruments, and summary of agency support offered. \$9,098.89 of summer salary during the two-year period is requested; Dr. Melton will also use her faculty research time during her university contracted month August-May to assist with this project.

Dr. Richard Cleveland, co-PI will be a key contributor to the following deliverables: mental health consulting, curricular development, program quality, program evaluation summary, and summary of agency support offered. \$7,861.87 of summer salary during the two-year period is requested; Dr. Cleveland will also use his faculty research time during his university contracted month August-May to assist with this project.

Dr. Jeffrey Klibert, Evaluator will collect and analyze program effectiveness data. A detailed results report will be completed during the last month of the program. \$4,131.86 of summer salary during the two-year period is requested.

Fringe Benefits - \$6,230.76

Employee benefits were estimated using the published Georgia Southern University rates. Benefit rates used in the proposal are 29.54% of the faculty summer salary.

Travel Costs - \$14,470.99

- Georgia Association of Chiefs of Police Summer Training Conference - \$5,468 (2 people x \$1,367 x 2 years)
- Dissemination at professional conferences - \$9,002.99 (\$3K in year 1; \$6,002.99 in year 2)

Total Direct Costs - \$41,794.37

Total Indirect Costs - \$17,553.63

Facilities and Administrative (F&A or indirect) costs are calculated in accordance with Georgia Southern University's federally-negotiated F&A rate agreement (Department of Health and Human Services, effective 7/1/2021), which is currently 42% of a modified total direct cost base excluding only capital expenditures and the amount of sub awards in excess of \$25,000. Georgia Southern University's threshold for capital expenditures and capital equipment is \$5,000:

Total Direct and Indirect Costs - \$59,348.00

Appendix B

Budget Summary - Melton/CX #2514	<u>Law Enforcement Mental Health and Wellness Act (LEMHWA) Solicitation</u>					
	Rate	# of Months/Wks	# of Semesters or Hours and # of Students	P1 (1/1/2022 - 12/31/2022)	P2 (1/1/2023 - 12/31/2023)	Totals
Personnel						
<u>Salaries</u> - Sworn Officers and Civilian & Non-Sworn				Sponsor	Sponsor	
PI: Bridget Melton	\$8,964.42	0.5		\$4,482.21	\$4,616.68	\$9,098.89
co-PI: Richard Cleveland	\$7,745.67	0.5		\$3,872.84	\$3,989.03	\$7,861.87
Evaluator: Jeffrey Klibert	\$8,588.17	0.237		\$2,035.40	\$2,096.46	\$4,131.86
Total Salaries				\$10,390.45	\$10,702.17	\$21,092.62
<u>Fringe</u>						
PI: Bridget Melton		0.2954		1,324.04	1,363.77	2,687.81
co-PI: Richard Cleveland		0.2954		1,144.04	1,178.36	2,322.40
Evaluator: Jeffrey Klibert		0.2954		601.26	619.29	1,220.55
Total Fringe Benefits				3,069.34	3,161.42	6,230.76
<u>Personnel Direct Total</u>				13,459.79	13,863.59	27,323.38
Non- personnel						
<u>Travel</u>						
1. Travel (Domestic)	Georgia Association of Chiefs of Police Summer Training Conference (2 people x \$1,367/trip x 2 years)			2,734.00	2,734.00	5,468.00
1. Travel (Domestic)	Dissemination at professional conferences			3,000.00	6,002.99	9,002.99
Total Travel				5,734.00	8,736.99	14,470.99
<u>Equipment</u>						
#1 ITEM —above \$5,000				0.00	0.00	0.00
Total Equipment—above \$5,000—NO F&A				0.00	0.00	0.00
<u>Subawards</u>						

None requested				0.00	0.00	0.00
Total Subawards				0.00	0.00	0.00
<u>Procurement Contracts</u>						
None requested				0.00	0.00	0.00
Total Procurement Contracts				0.00	0.00	0.00
<u>Other Costs</u>						
None requested				0.00	0.00	0.00
Total Other Costs				0.00	0.00	0.00
<u>Non-Personnel Direct Total</u>				5,734.00	8,736.99	14,470.99
Totals						
<u>Line H: Total Direct Cost</u>				19,193.79	22,600.58	41,794.37
<u>Line I: Total F&A Costs—42%</u>				8,061.39	9,492.24	17,553.63
<u>Line J: Total Direct and Indirect Costs</u>				27,255.18	32,092.82	59,348.00