



**June 20, 2023 5:30 pm**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Venus Mack
3. Recognitions / Public Presentations
  - A) Presentation of a retirement award to Jerry Lee Mikell (Wastewater Treatment Plant Operator) who is retiring effective July 1, 2023 after 30 years of service.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 06-06-2023 Council Minutes
    - b) 06-06-2023 Executive Session Minutes
  - B) Consideration of a motion for approval of surplus and disposition of multiple items (e.g. vehicles, equipment, etc.) in the Public Works Streets and Parks Division.
6. Public Hearing and Consideration of a Motion to Approve: **APPLICATION AN 23-04-01**: Bel Air Estates Inc. requests Annexation of an approximately 36.55 acre property in order to develop a single-family detached subdivision located on Beasley Road (Tax Parcel # MS91000013 000).
7. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 23-04-02**: Bel Air Estates Inc. requests a Zoning Map Amendment from the R-40 (Single-Family Residential) to the R-6 (Single-Family Residential) zoning district in order to develop approximately 124 homes on approximately 36.55 acres of property located on Beasley Road (Tax Parcel# MS91000013 000).
8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 23-05-01**: Joseph Lanier requests a Zoning Map Amendment from the R-15 (Single-Family Residential) zoning district to the R-6 (Single-Family Residential) zoning district on a portion of an approximately 2.59 acre property in order to develop single family homes at 218 Hill Street (Tax Parcel S39000043 000).
9. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 23-05-02**: Jamee & Michael Chalker requests a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the LI (Light Industrial) zoning district in order to place a higher intensity granite fabrication shop at 2735 Northside Drive West (Tax Parcel# S08 000072 000).

10. Public Hearing and Consideration of a motion to approve **Resolution 2023-24**: A Resolution exempting certain vehicles from marking requirement for one year.
11. Consideration of a motion to approve **Resolution 2023-25**: A Resolution to adopt the second amendment to the fiscal year 2023 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated
12. Consideration of a Motion to approve **Resolution 2023-26**: A Resolution to adopt he Fiscal Year 2024 Budget for each fund of the City of Statesboro, Georgia, appropriating the amount shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriations.
13. Consideration of a Motion to Approve **Resolution 2023-27**: A Resolution adopting the Statesboro Schedule of Rates, Fees and Fines.
14. Consideration of a Motion to Approve **Resolution 2023-28**: A resolution authorizing the Mayor to execute an FY24 Operational Service Agreement with the Coastal Regional Commission of Georgia for public transportation services in assistance with the Georgia Department of Transportation.
15. Consideration of a Motion to approve **Resolution 2023-29**: A Resolution accepting the right of way of "Gesmon Neville Lane" as a public street to be owned and maintained by the City of Statesboro.
16. Consideration of a motion to approve **Resolution 2023-30**: A Resolution amending the Housing Assistance Policy of the City of Statesboro.
17. Consideration of a motion to approve **Resolution 2023-31**: A Resolution to accept a grant from the Governor's Office of Planning and Budget for the City of Statesboro Police Department in the amount of \$565,942.30.
18. Second reading and consideration of a motion to approve **Ordinance 2023-05**: An Ordinance amending Sections 2-55 and 2-57 of the Statesboro Code of Ordinances in order to expand the One Boro Commission membership to sixteen member and to incorporate the mission and scope of authority of the Healthy Boro mayoral ad hoc committee.
19. Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax.
20. Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax.

21. Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax.
22. Consideration of motion to approve an Amendment to Probation Service Contract between City and Judicial Alternatives of Georgia to increase monthly fees paid for regular supervision to \$45/ month and intensive probation to \$55/ month, both representing \$10 monthly increases.
23. Consideration to approve a contract with Tyler Technologies software adding Content manager, ERP Pro Community Development Suite and Tyler payments, in the one-time amount of \$31,990.00, with an annual support fee of \$4940.00. This is a sole source purchase and will be paid from Central Services and City Clerk budget.
24. Consideration of a motion to approve the updated contract for Municipal Court Software with Justice One formerly Courtware Government Software Solutions to increase per paid citation from \$6 to \$9 (paid by the violator), or \$1500 per month, whichever is greater.
25. Consideration of a motion to approve an agreement with Condrey and Associates in the amount of \$52,500.00 to conduct a classification and compensation study beginning July 2023.
26. Consideration of a motion authorizing the Mayor to execute purchase agreements for right-of-way acquisition to perform sidewalk construction on W. Main Street. Right-of-way and easement acquisition will be funded by 2018 TSPLOST funds.
27. Consideration of a motion authorizing the Mayor to execute purchase agreements for right-of-way acquisition on Gentilly Road for sidewalk construction. Right-of-way and easement acquisition will be funded by 2018 TSPLOST funds.
28. Consideration of a motion to amend contract in the amount of \$18,677.70 with McLendon Enterprises for concrete work to correct curb & gutter conditions not found during project design with the West Main Street Drainage Improvements project. This project will be paid for by the Stormwater fund balance.
29. Consideration of a motion to approve an amendment to the current Georgia Transportation Infrastructure Bank agreement for an extension of spend down date. The city would like to request a 3-year spend down extension. Funds will be used to supplement eligible costs to include right of way (ROW) acquisition and construction costs.
30. Consideration of a motion to approve an award of contract to Hubbard and Hudson Construction for renovations of Fire Station 2 in the amount of \$443,800.00. This project will be funded from 2019 SPLOST.

31. Consideration of a motion to approve a Development Agreement with GATA Partners LLC to use \$119,572.00 in TAD funds for installation of private infrastructure within the development commonly known as Mulberry on the Mile located at 233 South Mulberry Street within the South Main Tax Allocation District (TAD 1).
32. Consideration of a motion to approve the purchase of a Freightliner knuckle boom Collection truck with a 2024 Freightliner M2 Chassis per Source well (formally NJPA) contract from Solid Waste Applied Technology (SWAT) in the amount of \$212,000.00.
33. Other Business from City Council
34. City Managers Comments
35. Public Comments (General)
36. 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)
37. Consideration of a Motion to Adjourn



CITY OF STATESBORO  
COUNCIL MINUTES  
JUNE 06, 2023

Regular Meeting

50 E. Main St. City Hall Council Chambers

9:00 AM

**1. Call to Order**

Mayor Jonathan McCollar called the meeting to order

**2. Invocation and Pledge**

Councilmember Paulette Chavers 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	Absent	
John Riggs	Councilmember	Present	
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 to the Finance Department for receiving the Government Finance Officers Association (GFOA) Distinguished Budget Award for the City of Statesboro FY 2023 Budget.**

Mayor Jonathan McCollar presented to the City's Finance Department the Distinguished Budget Award for the City of Statesboro FY 2023 Budget. This award is awarded through the Government Finance Officers Association and is the City's nineteenth consecutive year receiving this award.

**B) Recognition of Cindy West, Director of Finance for completing the Carl Vinson Institute of Government's Public Finance Leadership Academy.**

Mayor Jonathan McCollar recognized Director of Finance Cindy West for her completion of the Carl Vinson Institute of Government's Public Finance Leadership Academy.

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

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

**A) Approval of Minutes**

- a) 05-09-2023 Budget Work Session Minutes
- b) 05-16-2023 Work Session Minutes
- c) 05-16-2023 Council Minutes
- d) 05-16-2023 Executive Session Minutes

A motion was made to approve the consent agenda.

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

**6. Public Hearing to solicit input on the proposed FY2024 Budget for the City of Statesboro.**

A Motion was made to open the public hearing.

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

City Manager Charles Penny reviewed the FY 2024 budget in brief and budget assumptions.

No one spoke for or against the request.

A Motion was made to close the public hearing.

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

Councilmember Phil Boyum stated he has concerns about all the spending and the lack of new revenues. A 25% increase in the budget in one year is a lot and if we don't start focusing on revenue growth we cannot continue to raise prices over time.

Mr. Penny stated that in order to increase our revenues the city has to grow its tax base. In the past year council has approved 700 townhomes and two subdivisions and an annexation will be coming to you in at the next meeting. We need to work on extending our water and sewer infrastructure as we are limited on revenue sources.

Mayor McCollar stated that a lot of the increase in the budget is due to ARPA funds and agrees with the extension of water and sewer infrastructure along with a need to build our city in such a way to sustain the growth.

Mayor Pro Tem Shari Barr voiced her concerns with a mileage rate increase with the current inflation and the impact an increase has on property owners.

No action was taken.

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

**Clarke Beverages II  
607 Brannen Street, Suite I  
Statesboro, Ga 30458  
License Type: Package Sales: Beer, Wine, and Distilled Spirits**

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A Motion was made to close the public hearing.

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

A Motion was made to approve the application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13 (a) issued to Clarke Beverages II, located at 607 Brannen Street, Suite I, Statesboro, Ga 30458 for the License Type: Package Sales: Beer, Wine, and Distilled Spirits.

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

**8. Public Hearing and first reading of Ordinance 2023-05: An ordinance amending Sections 2-55 and 2-57 of the Statesboro Code of Ordinances in order to expand One Boro Commission membership to sixteen members and to incorporate the mission and scope of authority of the Healthy Boro Mayoral Ad Hoc Committee.**

A motion was made to open the public hearing.

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

Karen Naufel spoke in favor of the request.  
No one spoke against the request.

A Motion was made to close the public hearing.

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

Councilmember Phil Boyum stated his concern about increasing the voting membership to 16 members. Membership of any board over 11 is cause for non-consensus and things not getting done.

A Motion was made to approve the first reading of Ordinance 2023-05: An ordinance amending Sections 2-55 and 2-57 of the Statesboro Code of Ordinances in order to expand One Boro Commission membership to sixteen members and to incorporate the mission and scope of authority of the Healthy Boro Mayoral Ad Hoc Committee.

<b>RESULT:</b>	Approved 3-1
<b>MOVER:</b>	Councilmember Paulette Chavers
<b>SECONDER:</b>	Mayor Pro Tem Shari Barr
<b>AYES:</b>	Chavers, Riggs, Barr
<b>ABSENT:</b>	Councilmember Venus Mack
<b>NAYS:</b>	Councilmember Phil Boyum



**9. Consideration of a motion to approve the Statesboro Police Department Towing Rotation and Wrecker Agreement for FY2024.**

A motion was made to approve the Statesboro Police Department Towing Rotation and Wrecker Agreement for FY2024.

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

**10. Consideration of a motion to approve an easement with the Bulloch County Historical Society to place a historical marker on City of Statesboro property adjacent to the Art Park, recognizing the Dover & Statesboro Railroad.**

A motion was made to approve an easement with the Bulloch County Historical Society to place a historical marker on City of Statesboro property adjacent to the Art Park, recognizing the Dover & Statesboro Railroad.

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

**11. Other Business from City Council**

**a) Discussion regarding work session procedure.**

City manager Charles Penny stated that at the last council work session there were a couple of motions voted on for the use of funds for housing and technology insecurities. There was a concern raised by Councilmember Phil Boyum and seconded by Mayor Pro Tem Shari Barr as to the procedural aspects of work sessions.

Councilmember Phil Boyum stated it is his stance the governing body has an obligation to citizens to make policy decisions in business meetings. A work session is an informational meeting and should be treated as such and from a public standpoint a work session is educational. Even though policy decision making in a work session is legal, it doesn't mean it should be done. There is a trust aspect here. The number one problem in government today is that people don't trust us, and it's because we are not clear, concise, and consistent.

Mayor Jonathan McCollar stated decision making in a work session is something cities all across the nation do and our work sessions are a place for the governing body to direct staff.

Mayor Pro Tem Shari Barr stated she felt different to make a motion and a majority approve it, from staff just asking for direction. So if we're going to make a difference about taking votes in a work session then we all need to know that we're making that change.

Councilmember John Riggs stated he feels that we have come close to voting on things in work session and that he wants to make decisions in City Council meetings.

## **12. City Managers Comments**

City manager Charles Penny stated that the 3<sup>rd</sup> year of the city doing Youth Connect began about a week ago with 33 your people. Mr. Penny thanked Village Builders Coordinator Dr. LaSara Mitchell and Human Resource Director Demetrius Bynes for their hard work making Youth Connect a success.

Mr. Penny announced the next Downtown Live will be on June 29<sup>th</sup> with the Grapevine Band.

The city is hosting an open house for the proposed zoning and development code changes on Tuesday, June 13, 2023, from 6:00 p.m. to 8:00 p.m. The open house will allow the community to review the proposed changes and provide input and will be held in the Fellowship Hall of Statesboro First United Methodist Church located at 101 South Main Street.

Mr. Penny stated that the Elk's Lodge located on James Street is seeking to apply for an alcohol license. They had one in the past even though it is located in a residential zone but back in 2019 the building burned and the new building has just been completed. The grandfathering time for an alcohol license has run out for them to reapply. The only way to move forward is to have council's approval to accept their alcohol application for consideration.

Councilmember Phil Boyum requested a summary of the history of activity around the Elks Lodge before making a consideration.

The city is getting ready to send out bid proposals for the Housing Rehabilitation Program for 20 more homes. City staff has awarded 6 contracts for housing rehabilitation. In addition with reconstruction as an option, it is recommended that policy amendments be made to the Housing Rehabilitation Program Administrative Guidelines to accommodate a longer affordability period, as well as a process to ensure future affordability. The amendment will be placed on the next council agenda for consideration.

Mr. Penny stated this summer the Police Department is launching a program called "Roadway Assist" which will utilize two interns who will drive a work truck in order to provide assistance to stranded or disabled vehicles. The program is designed to save officer time and return sworn officers to their zones in order to free up patrol time. A report will be submitted at the end of the summer regarding the effectiveness of the program.

The city has been informed by DCA that we did not satisfy all the necessary requirements for the Whitesville CDBG grant application. We will continue working to prepare this application for submission in early 2024.

Governing body pay has not been increased since 2006. Mr. Penny asked if council would like to move forward with a recommendation for an increase. It was decided to wait until the next meeting when Councilmember Venus Mack is in attendance in order to make a decision.

City Clerk Leah Harden stated she has been informed that the Greener Boro has five openings not just the one as stated in the FYI memo.

## **13. Public Comments (General):**

Michael Pratt signed up to speak about ice cream truck regulations in Statesboro. Mr. Pratt stated he is unable to get a license to drive around Statesboro and sell ice cream.

City Manager Charles Penny stated we will do some research and report back to council in the next two weeks and see what policy or direction we can recommend.

Kevin Lewis started by apologizing to Councilmember Paulette Chavers. Mr. Lewis stated his reason for being here is because there seems to be a gang problem in Statesboro and that the city needs to hire more police officers.

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

At 10:42 am a motion was made to enter into executive session.

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

At 11:15 am a motion was made to exit executive session.

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

Mayor Jonathan McCollar called the regular meeting back to order.

A Motion was made to approve an Intergovernmental Agreement with Bulloch County regarding the Beasley Road annexation.

<b>RESULT:</b>	Approved 3-1
<b>MOVER:</b>	Councilmember Paulette Chavers
<b>SECONDER:</b>	Councilmember John Riggs
<b>AYES:</b>	Chavers, Riggs, Barr
<b>ABSENT:</b>	Councilmember Venus Mack
<b>NAYS:</b>	Councilmember Phil Boyum

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

A motion was made to adjourn.

**RESULT:**

Approved (Unanimous)
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**MOVER:**

Councilmember John Riggs
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**SECONDER:**

Councilmember Paulette Chavers
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**AYES:**

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

Councilmember Venus Mack
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The meeting was adjourned at 11:15 am.

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Jonathan McCollar, Mayor

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Leah Harden, City Clerk

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** John Washington, Director - Public Works & Engineering

**Date:** June 12, 2023

**RE:** Public Works & Engineering Department Asset Surplus and Disposition

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

### **Recommendation:**

Staff recommends Council Approval of surplus and disposition of vehicles and equipment in the Public Works Department, Streets and Parks Division.

### **Background:**

The Items on these attached list have exceeded their useful life and need to declare surplus and approved for disposition:

### **Budget Impact:**

Reduce Maintenance Cost

### **Council Person and District:**

N/A (citywide)

Attachment: Streets and Parks Division Surplus List



June 13, 2023

### **Asset Surplus List**

#### **Streets Division**

1. 2003 Ford Truck F-150 Vin# 1FTR17W13NA13577
2. 2009 Ford F-350 Tool Body Vin# 1FDSF34559EA28810
3. 2001 John Deere 450H Bulldozer Vin# TO450HX901084
4. 2014 Brown Bush Hog Mower Vin3 6C4175
5. Three (3) Echo Back Blowers (Missing parts;non running)
6. Two (2) Stihl Handheld Blowers (Missing parts;non running)
7. One (1) Echo Handheld Blower (missing parts;non running)
8. Five (5) Echo Weeders (Running)
9. Three (3) Echo Curved Edgers (Running)
10. Two (2) Echo Straight Edgers (Running)
11. One (1)-Echo Straight Edger (Doesn't Run)
12. 2011 Wilspread Road Widener (Side Dresser) Vin# 0115

#### **Parks Division**

1. Two (2) Echo Backpack Blowers (non-running)
2. Two (2) Echo Weeders (non-running)
3. One (1) Echo Stick Edger (non-running)
4. One (1) Echo Hedge Trimmer (non-running)
5. Five (5) Husqvarna Push Mowers (non-running)

# CITY OF STATESBORO

## COUNCIL

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



Jonathan M. McCollar, Mayor  
Charles 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 and Leah Harden, City Clerk

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

**Date:** June 13, 2023

**RE:** June 20, 2023 City Council Agenda Items

**Policy Issue:** *Statesboro Zoning Ordinance*: Petition of Annexation

**Recommendation:** Staff recommends Approval of the Petition of Annexation.

**Background:** Bel Air Estates Inc. requests Annexation of an approximately 36.55 acre property in order to develop a single-family detached subdivision located on Beasley Road.

**Budget Impact:** None

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

**Attachments:** Annexation Ordinance & General Write Up

ORDINANCE 2023- 06:  
AN ORDINANCE TO ANNEX PROPERTY  
INTO THE CITY OF STATESBORO

WHEREAS, the Mayor and City Council of the City of Statesboro, Georgia have received and accepted a petition from H. Lehman Franklin & David Bobo, as registered officers of Bel Air Estates Inc., are the owners of 100 percent of the property to be annexed; and

WHEREAS, pursuant to Chapter 36 of Title 36 of the Official Code of Georgia Annotated, in order to annex property, to provide an effective date, and other provisions, the Mayor and City Council must approve an ordinance for annexation;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled as follows:

Section 1. The area contiguous to the City of Statesboro as described in Appendix A, which is attached to and incorporated as part of this ordinance, is hereby annexed into the City of Statesboro and is made a part of said city. Said property also being known as Bulloch County tax map parcel MS91 000013 000 and further described under Appendix A:

Section 2. This ordinance shall become effective on July 1, 2023.

Section 3. The Director of Planning & Development of the City of Statesboro is instructed to send a report that includes certified copies of this ordinance, the name of the county in which the property being annexed is located and a letter from the City stating the intent to add the annexed area to the Census maps during the next survey and stating that the survey map will be completed and returned to the United States Census Bureau, Georgia Department of Community Affairs, and to the governing authority of Bulloch County, Georgia within thirty (30) days after the effective date of the annexation as set forth in Section 2.

Section 4. On the effective date of the annexation, this property shall be placed in Council District 5 of the City of Statesboro.

Section 5. This property shall be zoned R-6 (Single-Family Residential) and located within the Established Residential Neighborhood character area on the City of Statesboro Future Development Map pursuant to the vote of the Statesboro City Council held on June 20, 2023, subsequent to a public hearing regarding the zoning of said property.

Section 6. All ordinances and parts of ordinances in conflict with this ordinance are repealed.  
APPROVED this 20<sup>th</sup> day of June, 2023 by the Mayor and Council of the City of Statesboro.

ATTEST:

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

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





# CITY OF STATESBORO



## COUNCIL

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

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

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

**To:** Charles Penny, City Manager  
**From:** Justin Williams, Planning & Housing Administrator  
**Date:** June 9, 2023  
**RE:** Beasley Road Annexation: AN 23-04-01

Below is the information regarding this annexation for City Council:

### **Beasley Road Subdivision**

Analysis of the possible development has brought forth the following information. These estimates are based off of the initial concept of the development, therefore cost estimates and the number of townhouses being developed may vary. The calculations prepared in this document utilize the number of townhomes found in the initial proposal to give an estimate of the amount of homes constructed in the final development. These estimates are based on the proposed development, as there may be a reduction of total homes to address issues brought about due to stormwater mitigation, greenspace requirements, and wetlands found in the area.

This development is not located in an area highlighted for annexation in the Statesboro Comprehensive Plan, therefore there is no listed strategy to implement a type of development on the site, although it is listed in the Bulloch County Comprehensive Plan as a suburban neighborhood area. The nearest area outlined in the Comprehensive Plan is to the “Established Residential Neighborhood” area to the South, which calls for small-lot single-family residential developments and neighborhood scale commercial properties. The development does align with this development type and it is recommended that if annexed the property be assigned to the “Established Residential Neighborhood” character area.

This analysis is broken into specific areas related to the following: Utility & Infrastructure Cost, Tax Implications and Economic Impact.

### **Utility & Infrastructure Revenue**

Calculations for the extension of utilities into the area completed by the Water/Sewer Division determined that the extension of utilities onto the site would be incurred by the developer. These extensions would be maintained by the City. The applicant would be required to pay for both the water and sewer extensions, the taps into the system per unit, as well as the

aid to construction fee for each. The Aid to Construction fee is a specific fee associated with the impact that a development would have on the City Wastewater Treatment Plant, and is used exclusively to assist in maintaining this plant. Due to inflation, it is likely that installation cost may increase, which would be an additional cost to the developer.

The installation of gas to the subdivision has not been determined as a desired request, therefore no analysis has been conducted for this item. If natural gas is requested, these cost would be incurred by the City to extend into the area. As the natural gas estimates have been determined as unnecessary, they have not been included in the general briefing on this item.

<b>Infrastructure Revenue to the City</b>			
	Water Tap	Sewer Tap	Aid to Construction
Per Unit Revenue	\$1220	\$600	\$400
Subdivision Total Cost	\$151,280	\$74,000	\$49,600

### **Tax Implications**

As of 2022, the City of Statesboro currently has a millage rate of 7.308 mills. The land value of the property without infrastructure is currently listed by the Bulloch Tax Assessor at \$171,600. Considering that value, the 40% assessed amount will be \$68,640. Within the first year, the general tax rate of the land would be \$501.62. If built at the developer requested capacity, general estimates on each unit indicates an approximate home value of \$300,000. The \$120,000 assessed value would net approximately \$876.96 in value **per home** across the subdivision. This is in significant contrast to the development at R-40, which would yield at most approximately 35 homes with average valuations of \$300,000.

A map showing the initial proposal for this development may be found below. Due to specific environmental and code restraints, this plan is subject to change.

### **Economic Impacts**

In regards to the general impact to the economic base of the City, there are two factors to consider. The first is the general amount of financial impact directly to the City upon annexation, and the second is the financial impact to the City post construction. This does not include any impacts to the overall traffic analysis of the proposed development, nor does it include the overall cost of services in terms of fire nor police (this area is already covered by the 5-mile fire district, so there is no likely change in this service cost).

It has been noted by the City Engineer that a separate analysis is being conducted on this street regarding any traffic issues that may arise, as well as any possible methods of calming to be attributed to this road. As per agreement with the Council, the remainder of Beasley Road not already maintained by the City will be managed by the City in the future.

General analysis of the project shows the overall revenues for the project, as well as the projected highest and best use of the property.

<b>Total Project Revenue</b>			
	Without Annexation	Development at R-40	Proposed Development
Land Value	\$171,600	\$10,500,000	\$37,200,000
Water/Sewer Improvement	\$0	\$77,700	\$27,5280
Property Tax Value (Yearly)	\$0	\$30,693	\$108,743.04

### Subject Property





# CITY OF STATESBORO

## COUNCIL

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



Jonathan M. McCollar, Mayor  
Charles 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 and Leah Harden, City Clerk

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

**Date:** June 13, 2023

**RE:** June 20, 2023 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends approval of the Zoning Map Amendment requested by RZ 23-04-02.

**Background:** Bel Air Estates Inc. requests a Zoning Map Amendment from the R-40 (Single-Family Residential) to the R-6 (Single-Family Residential) zoning district in order to develop approximately 124 homes on 36.55 acres of property located on Beasley Road.

**Budget Impact:** None

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

**Attachments:** RZ 23-04-02 Development Services Report



# ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

**RZ 23-04-02  
ZONING MAP AMENDMENT REQUEST  
BEASLEY ROAD**

<b>LOCATION:</b>	Beasley Road
<b>EXISTING ZONING:</b>	R-40 (Single-Family Residential - County)
<b>ACRES:</b>	36.55 acres
<b>PARCEL TAX MAP #:</b>	MS91 000013 000
<b>COUNCIL DISTRICT:</b>	District 5 (Barr) – (Projected)
<b>EXISTING USE:</b>	Vacant Lot
<b>PROPOSED USE:</b>	Single-Family Subdivision



**PETITIONER** Bel Air Estates  
**ADDRESS** P.O. Box 964; Statesboro GA, 30458

**REPRESENTATIVE** Lehman Franklin  
**ADDRESS** P.O. Box 964; Statesboro GA, 30458

**PROPOSAL**

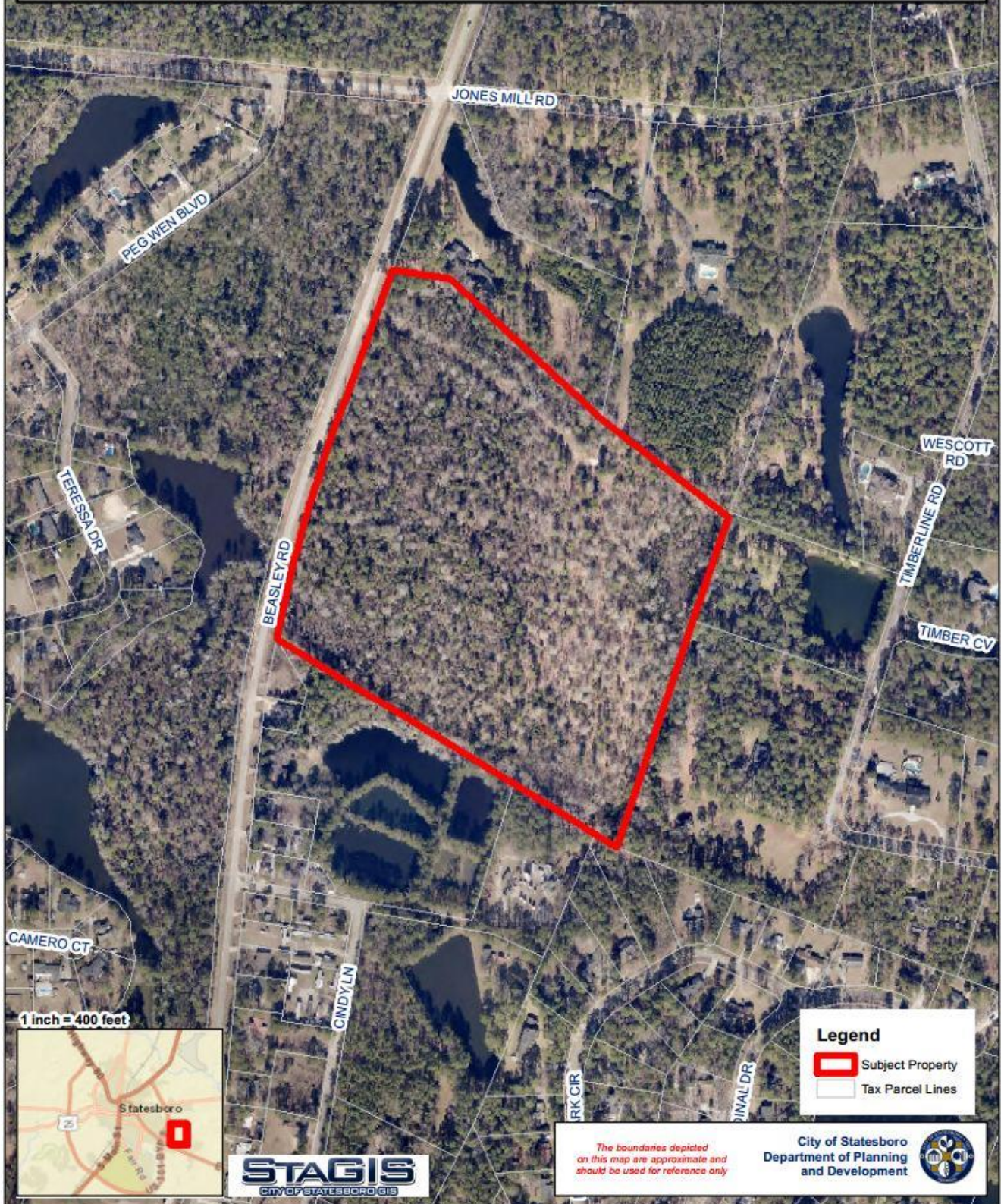
The applicant is requesting an Annexation by the 100% method of approximately 36.55 acres of property on Beasley Road. The applicant also requests a Zoning Map Amendment from the R-40 (Single-Family Residential) to the R-6 (Single-Family Residential) zoning district to allow for the development of 126 Single-Family Homes.

**STAFF/PLANNING COMMISSION RECOMMENDATION**

**RZ 23-04-02 – CONDITIONAL APPROVAL**

Case # RZ 23-04-02  
Beasley Rd  
Parcel: MS91000013 000

# Location Map

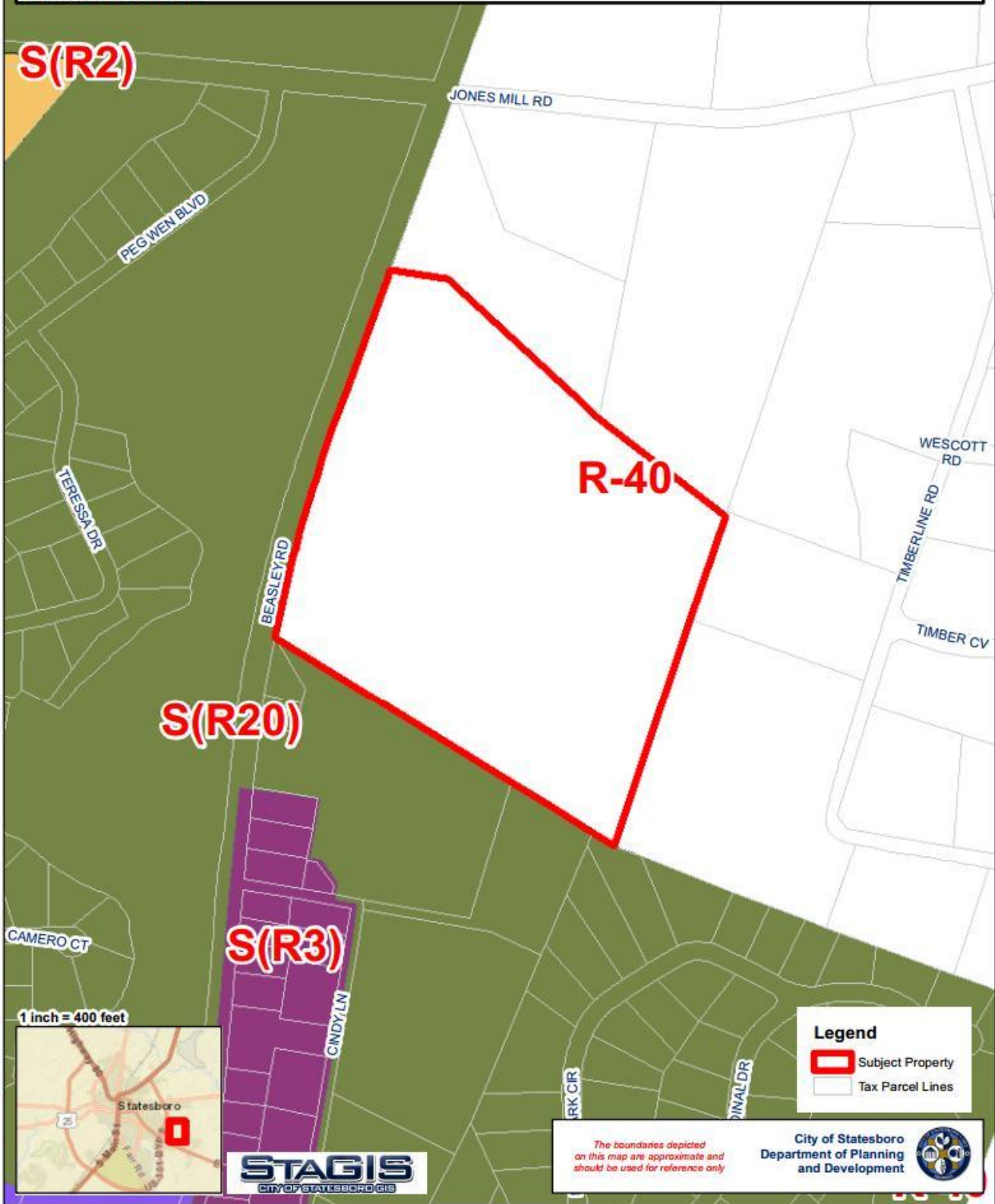




Case # RZ 23-04-02

Beasley Rd  
Parcel: MS91000013 000

# Current Zoning Map



Case # RZ 23-04-02

Beasley Rd  
Parcel: MS91000013 000

# Future Landuse Map

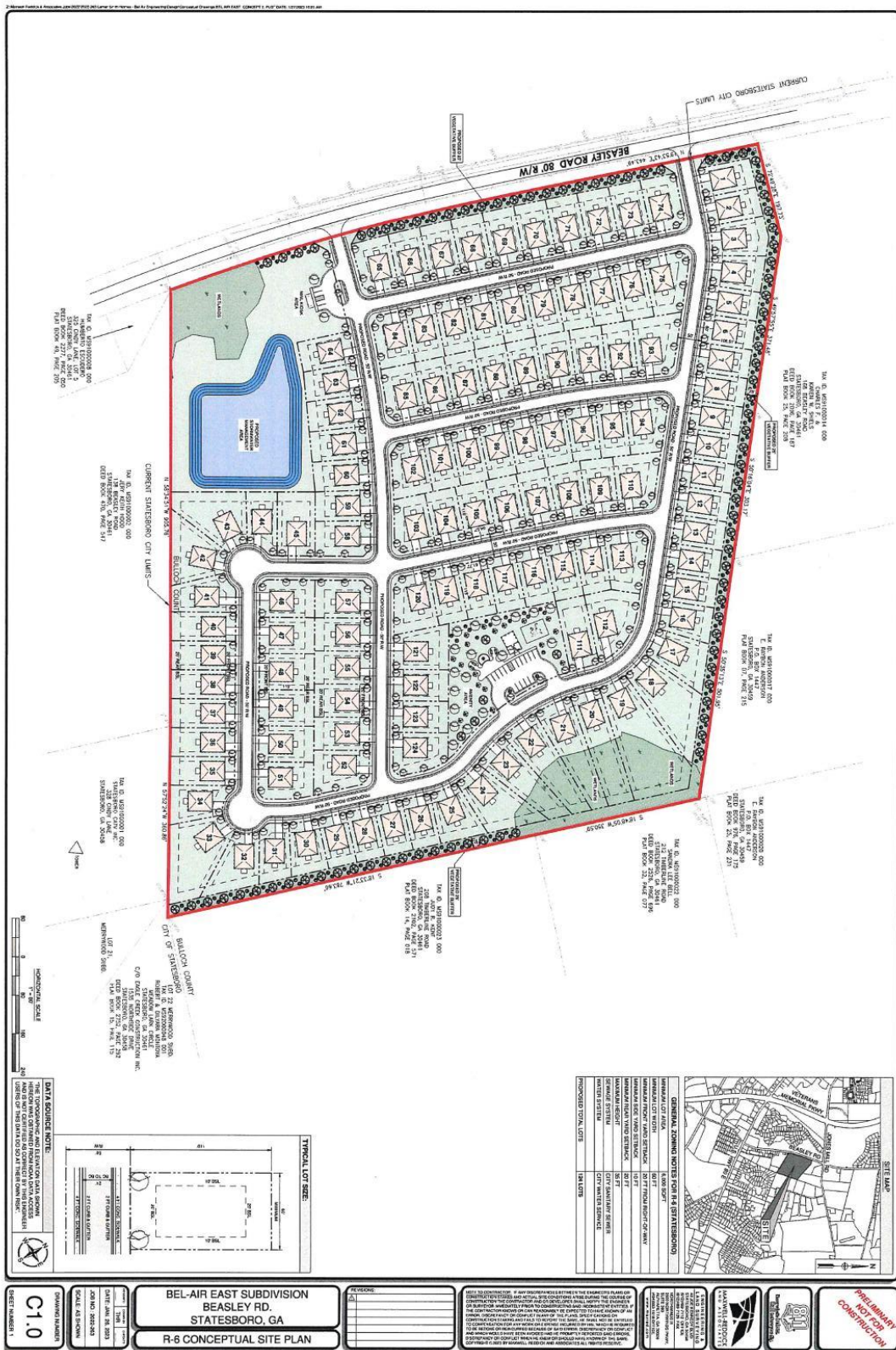




### SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> R-40 (Single-Family Residential)	Single-Family Residential Dwelling
Northeast	<b>Location Area #2:</b> R-40 (Single-Family Residential)	Single-Family Residential Dwelling
Northwest	<b>Location Area #3:</b> R-20 (Single-Family Residential)	Single-Family Residential Dwelling
East	<b>Location Area #4:</b> R-40 (Single-Family Residential)	Single-Family Residential Dwelling
West	<b>Location Area #5:</b> R-20 (Single-Family Residential)	Rural/Open Land
Southwest	<b>Location Area #6:</b> R-20 (Single-Family Residential)	Rural/Open Land
Southeast	<b>Location Area #7:</b> R-20 (Single-Family Residential)	Rural/Open Land
South	<b>Location Area #8:</b> R-20 (Single-Family Residential)	Single-Family Residential Dwelling

# SKETCH PLAN



## **SUBJECT SITE**

The subject site is a vacant wooded lot consisting of approximately 36.55 acres. The property is currently undeveloped, and has no historical development listed. The property is contiguous to the City Limits, allowing eligibility for annexation. The applicant intends to construct single-family homes with an estimated price point of \$300,000.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* does not include this property as a character area. The nearest existing designation lists as the Established Residential Area. The *Smart Bulloch 2040 (Bulloch County Comprehensive Plan)* does show this area as a part of the Suburban Neighborhood character area, which is comparable to the Established Residential character area.

## **ENVIRONMENTAL SITE ANALYSIS**

The subject property listed for annexation does contain some wetlands to the northeast, southeast as well as the northwest of the property. At this time a full delineation of wetlands would be required to finalize project plan.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property is not currently served by City Water or Sewer, but initial discussion with the developer has determined that water, sewer, and gas can be extended to serve the site.

## **ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION**

The mayor and city council in exercising its zoning power, shall be governed by the following standards in making its determination and balancing the promotions of the public health, safety, morality [morals] and general welfare against the right of unrestricted use of property:

- 1. Existing uses and zoning or [of] property nearby.**
  - The proposed use is an increase in the density of zoning in the surrounding area. Although there are nearby subdivisions in the area, the area itself is near the existing Highway 80 East and County subdivisions.
- 2. The extent to which property values are diminished by the particular zoning restrictions.**
  - Although an appraisal has not been conducted on the property, it is Staff's opinion that the proposal will not likely reduce the overall value of property in the area.
- 3. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**
  - The property would serve as a higher use by providing additional housing to the area. Development standards for the R-6 are limited under the current ordinance, but development would be under the revisions of the Unified Development Code. In addition, any wetland disturbance must be resolved through the Army Corps of Engineers.

4. **The relative gain to the public, as compared to the hardship imposed upon the property owner.**
  - As the site has not been developed, the general use allowed will create additional housing in the community, which is likely to continue primarily in the southern section of the City.
5. **The suitability of the subject property for the zoned purposes.**
  - This property is not currently in the City as large scale land developments at this time are not easily located. This project has close proximity with the City and is in an area primarily built around lower density housing development.
6. **The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
  - The property has no existing development on it at this time.
7. **The extent the proposed change would impact the following:**
  - Population density in the area.
    - The population density would increase as a result of this new development in the area.
  - Community facilities.
    - There will need to be some expansion of the existing facilities in the area to ensure that the property can be appropriately served.
  - Living conditions in the area.
    - The addition of this property would increase the housing stock in the area. The development of these homes would help in meeting the approximate 235 single-family detached unit demand as identified in the *2021 Citywide Housing Study & Needs Analysis*.
  - Traffic patterns and congestion.
    - Congestion of this road may be an issue. Traffic in the area would need to exit on either Jones Mill Road to the north (which has been approved for additional new development) or Highway 80 East to the South. Jones Mill Road does not have a lighted intersection.
  - Environmental aspects.
    - Wetlands may be affected by this development although no formal development plans have been submitted to show otherwise. The applicant has provided a sketch plan showing additional buffering in the area, and would be required to meet all regulations outlined in the tree ordinance.
  - Existing and future land use patterns.
    - Development in the area is primarily low-density, single-family residential development as this is considered a part of Bel Air Estates.
  - Property values in the adjacent areas.
    - Additional development could drive the cost of surrounding property higher.

**8. Consistency with other governmental land use, transportation, and development plans for the community.**

- There are no municipal governmental plans designating this location for a predetermined use type, but the proposed use is generally in alignment with the area, albeit on smaller lots. This development type is not unlike the surrounding general area, but the density difference is of note.

**Subject Property**



**Western Property**





**Northern Property**



**Southern Property**



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

Staff recommends **Approval of RZ 23-04-02**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Zoning Map Amendment does not grant site and/or building plan approval as submitted. Project will be required to meet all City Ordinances and applicable building codes.
- (2) Prior to construction commencement, the applicant must ensure that the completion of a traffic study is submitted to the City Engineering Department for the purpose of confirming any possible traffic calming opportunities.
- (3) A Subdivision PLAT must be submitted and recorded before the issuance of any Land Disturbance permits for the project.

At the regularly scheduled meeting of the Planning Commission on June 6, 2023, the Commission recommended approval of the Zoning Map Amendment and staff conditions with a 6-0 vote.

# CITY OF STATESBORO

## COUNCIL

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



Jonathan M. McCollar, Mayor  
Charles 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 and Leah Harden, City Clerk

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

**Date:** June 13, 2023

**RE:** June 20, 2023 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends approval of the Zoning Map Amendment Requested by RZ 23-05-01.

**Background:** Joseph Lanier requests a Zoning Map Amendment from the R-15 (Single-Family Residential) zoning district to the R-6 (Single-Family Residential) zoning district on a portion of an approximately 2.59 acre property in order to develop single family homes at 218 Hill Street.

**Budget Impact:** None

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

**Attachments:** RZ 23-05-01 Development Services Report



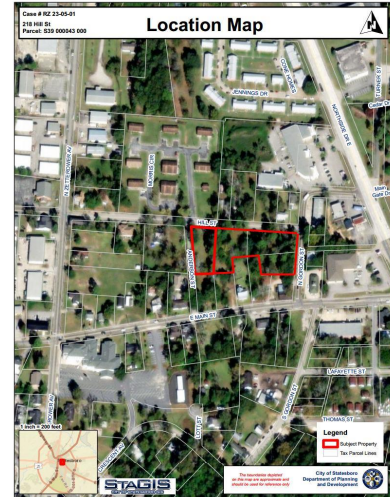
*City of Statesboro-Department of Planning and Development*  
**ZONING SERVICES REPORT**

P.O. Box 348  
 Statesboro, Georgia 30458

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

**RZ 23-05-01  
 ZONING MAP AMENDMENT  
 218 HILL STREET**

<b>LOCATION:</b>	218 Hill Street
<b>EXISTING ZONING:</b>	R-6 (Single-Family Residential)
<b>ACRES:</b>	2.59 Acres
<b>PARCEL TAX MAP #:</b>	S39 000043 000
<b>COUNCIL DISTRICT:</b>	District 1 (Boyum)
<b>EXISTING USE:</b>	Wooded Lot
<b>PROPOSED USE:</b>	Single-Family Homes



**PETITIONER**                 Joseph Lanier  
**ADDRESS**                   4 Forest Pines Drive; Statesboro GA, 30458

**REPRESENTATIVE**       Mitchell Ball  
**ADDRESS**                   1201 Brampton Ave; Statesboro, GA 30458

**PROPOSAL**

The applicant requests a zoning map amendment from the R-15 (Single-Family Residential) zoning district to the R-6/R-15 (Townhouse Residential) zoning districts, in order to construct 11 single-family detached homes at 218 Hill Street.

**STAFF/PLANNING COMMISSION RECOMMENDATION**

**RZ 23-05-01 CONDITIONAL APPROVAL**

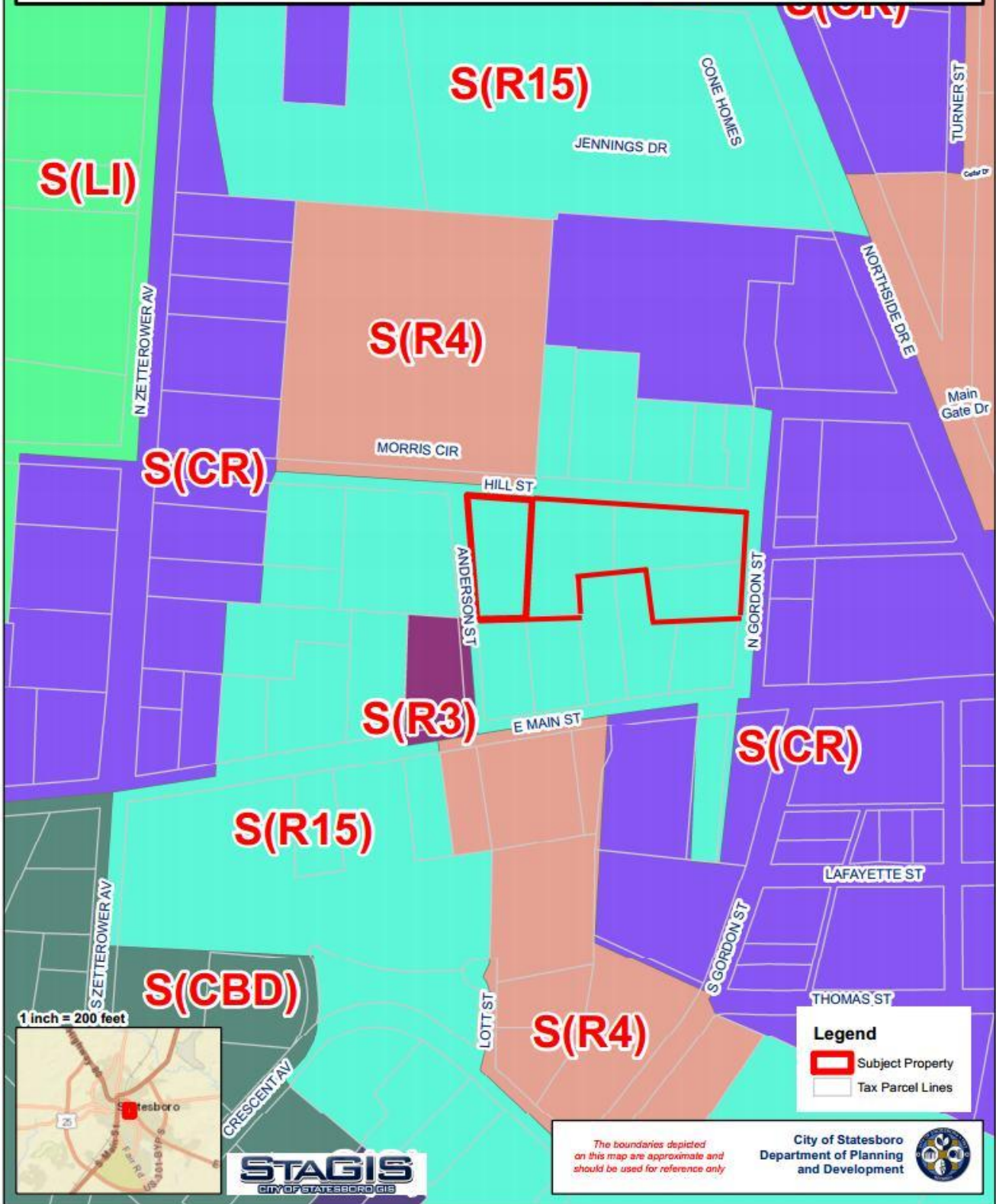
Case # RZ 23-05-01  
218 Hill St  
Parcel: S39 000043 000

# Location Map



Case # RZ 23-05-01  
218 Hill St  
Parcel: S39 000043 000

# Current Zoning Map



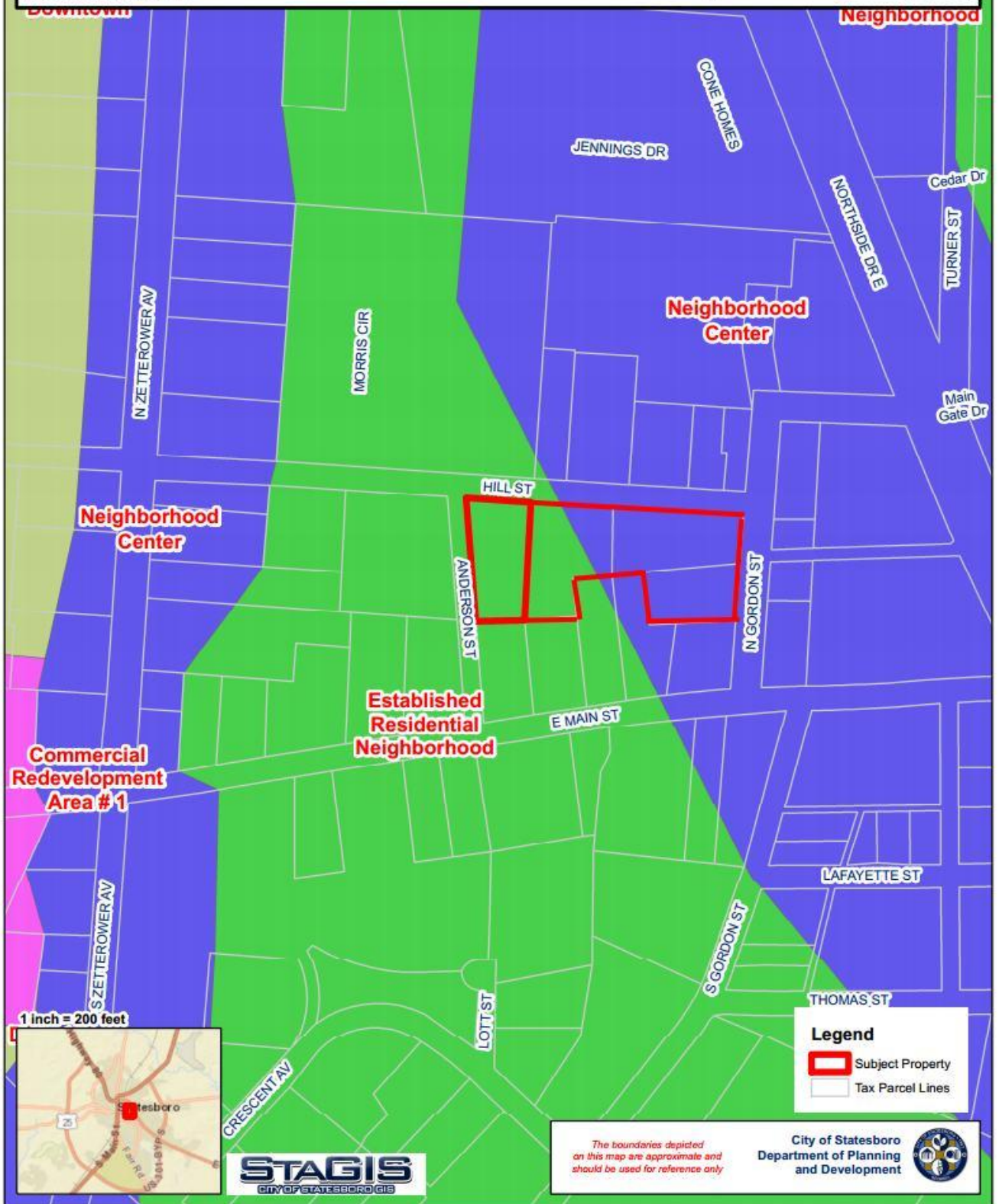
The boundaries depicted on this map are approximate and should be used for reference only.

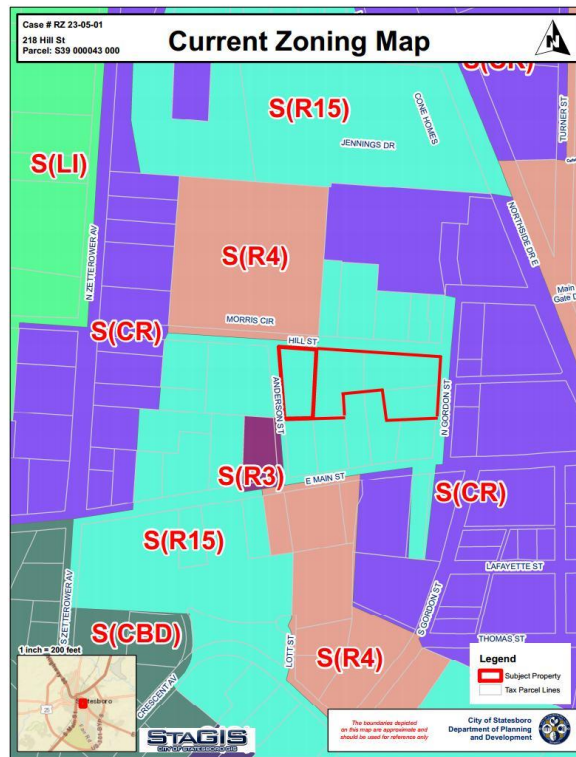
City of Statesboro  
Department of Planning and Development



Case # RZ 23-05-01  
218 Hill St  
Parcel: S39 000043 000

# Future Landuse Map





### SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1</b> R-4 (High-Density Residential)	Statesboro Housing Authority
Northeast	<b>Location Area #2:</b> R-15 (Single-Family Residential)	Single-Family Dwelling
East	<b>Location Area #3:</b> CR (Commercial Retail)	Commercial Retail
North West	<b>Location Area #4:</b> R-4 (High-Density Residential)	Statesboro Housing Authority
Southeast	<b>Location Area #5:</b> CR (Commercial Retail)	Commercial Retail
South	<b>Location Area #7:</b> R-15 (Single-Family Residential)	Single Family Dwelling
Southwest	<b>Location Area #8:</b> R-15 (Single-Family Residential)	Single Family Dwelling
West	<b>Location Area #9:</b> R-3 (Medium-Density Residential)	Single-Family Dwelling



## **SUBJECT SITE**

The subject site consists of a recently combined parcel consisting of approximately 2.59 acres and an existing home which will be demolished.

The intent of the applicant is to amend the zoning to the Northern portion of the site in order to allow for the development of approximately 6000 and greater square foot lots on Hill Street, while maintaining approximately 15,000 square foot lots on East Main Street.

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

## **ENVIRONMENTAL SITE ANALYSIS**

The property does not appear to contain wetlands on the site. There are no flood zones being projected on the site. There are some heritage and historic trees on the site, which the owner would look to retain if possible.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

This site has access to City of Statesboro utilities. The existing access on Anderson Street would require some improvements to allow for better traffic flows, but this is currently a City Street. Some additional right-of-way may be required to ensure the street is sufficiently wide, but this would be resolved during the plan review process.

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

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

Article XX, Section 2007 of the Statesboro Zoning Ordinance provides eight (8) standards for the Mayor and City Council to consider “in making its determination” regarding a zoning map amendment request, in “**balancing the promotions of the public health, safety, morality (morals), and general welfare against the right of unrestricted use of property.**” Those standards are as follows:

### **1. Existing uses and zoning or [of] property nearby.**

- The surrounding area is made up of a variety of uses as it is a historically small commercial and residential scale neighborhood. The lots would provide a general increase in single-family residences.

### **2. The extent to which property values are diminished by the particular zoning restrictions**

- Although an appraisal has not been conducted, it is staff’s belief that property values would increase based the proposed development.

### **3. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**

- This development would provide additional housing units of varying size lots, but generally would be an improvement to the overall housing stock. Additionally, these would be single-family homes.
4. **The relative gain to the public, as compared to the hardship imposed upon the property owner.**
    - The property is currently underutilized and would result in a significant improvement of usage if redeveloped.
  5. **The suitability of the subject property for the zoned purposes.**
    - After a review of the site, and its proximity to the Gordon Street Urban Redevelopment Area, it is believed that this would be a suitable project.
  6. **The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
    - The property has had no development on the site, although multiple considerations have been made for the area.
  7. **The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in the adjacent areas; and**
    - The proposed change would increase the density in the area, but not significantly enough to cause a negative impact to the overall area. Traffic in the area generally east and west, but the improvements to Anderson Street would allow for additional movement to the North.
  8. **Consistency with other governmental land use, transportation, and development plans for the community.**
    - The proposed use is consistent with the subject site's character area ("Established Residential Neighborhood") as stated in the *2019 – 2029 Comprehensive Master Plan*.

**Subject Property (Hill Street)**



**Western Property**



**Southwestern Property**



**Southeastern Property**



Exhibit One



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

Staff recommends Approval of **RZ 23-05-01**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Zoning Map Amendment does not grant the right to develop on the site without approval. All construction must be approved by the City.
- (2) Due to the lot makeup, final subdivision of the property must be approved by the Mayor and City Council in accordance with Article 3, Section 3-1 of the *Statesboro Subdivision Ordinance*.
- (3) Sufficient Right-of-way must be granted to the City to ensure the appropriate road distance of Anderson Street.
- (4) The applicant must adhere to the Article II of the Urban Forest Beautification and Conservation Ordinance in order to preserve the heritage trees on the site under the guidance of the Tree Superintendent.

At the regularly scheduled meeting of the Planning Commission on June 6, 2023, the Commission recommended approval of the Zoning Map Amendment and staff conditions with a 6-0 vote.

# CITY OF STATESBORO

## COUNCIL

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



Jonathan M. McCollar, Mayor  
Charles 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 and Leah Harden, City Clerk

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

**Date:** June 13, 2023

**RE:** June 20, 2023 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends approval of the Zoning Map Amendment requested by RZ 23-05-02.

**Background:** Jamee & Michael Chalker requests a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the LI (Light Industrial) zoning district in order to place a granite fabrication shop at 2735 Northside Drive West.

**Budget Impact:** None

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

**Attachments:** RZ 23-05-02 Development Services Report



*City of Statesboro-Department of Planning and Development*  
**ZONING SERVICES REPORT**

P.O. Box 348  
 Statesboro, Georgia 30458

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

**RZ 23-05-02**  
**ZONING MAP AMENDMENT REQUEST**  
**2735 Northside Drive West**

<b>LOCATION:</b>	2735 Northside Drive West
<b>EXISTING ZONING:</b>	CR (Commercial Retail)
<b>ACRES:</b>	2.04 acres
<b>PARCEL TAX MAP #:</b>	S08 000072 000
<b>COUNCIL DISTRICT:</b>	District 1 (Boyum)
<b>EXISTING USE:</b>	Existing Commercial Building
<b>PROPOSED USE:</b>	Commercial Building



**PETITIONER**            Jamee & Michael Chalker  
**ADDRESS**             166 Woodlawn Ave; Bloomingdale GA, 31302

**REPRESENTATIVE**    Joseph Buckles  
**ADDRESS**             P.O. Box 320; Register, GA 30452

**PROPOSAL**

The applicant is requesting a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the LI (Light Industrial) zoning district in order to operate a Granite Fabrication Shop.

**STAFF/PLANNING COMMISSION RECOMMENDATION**

**RZ 23-05-02 CONDITIONAL APPROVAL**



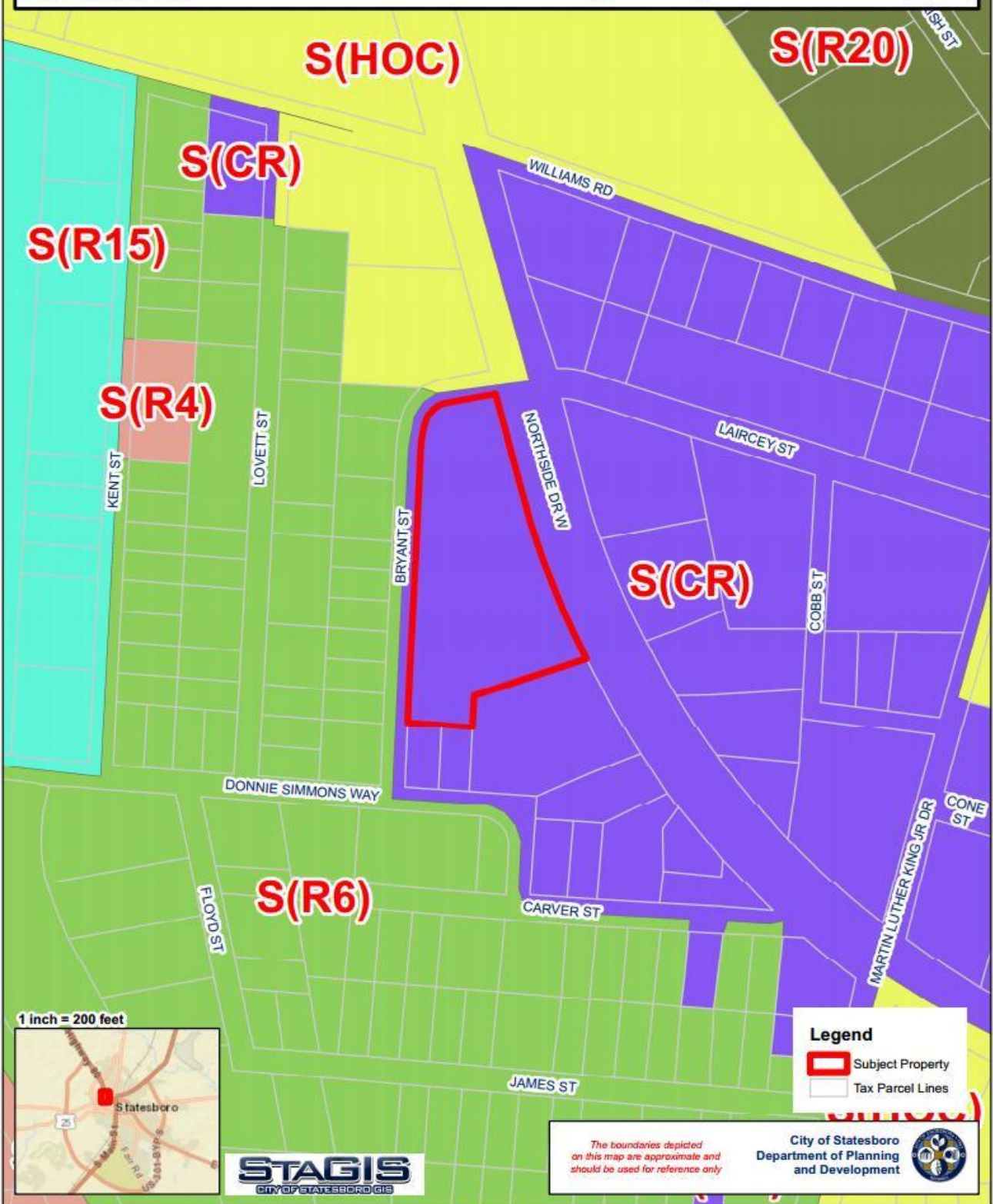
Case # RZ 23-05-02  
2735 Northside Dr W  
Parcel: S08 000072 000

# Location Map



Case # RZ 23-05-02  
2735 Northside Dr W  
Parcel: S08 000072 000

# Current Zoning Map



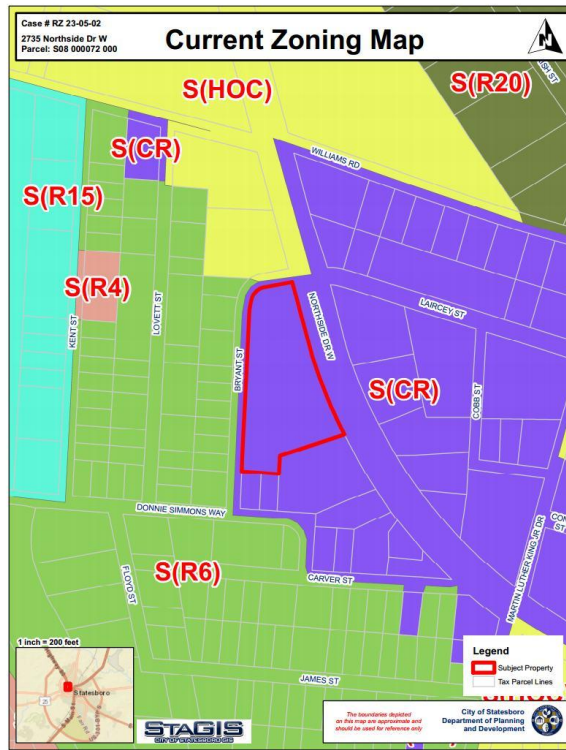
1 inch = 200 feet



Case # RZ 23-05-02  
2735 Northside Dr W  
Parcel: S08 000072 000

# Future Landuse Map





**SURROUNDING LAND USES/ZONING**

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> HOC (Highway Oriented Commercial)	Vacant Lot
Northeast	<b>Location Area #2:</b> CR (Commercial Retail)	Office Complex
Northwest	<b>Location Area #3:</b> R-6 (Single-Family Residential)	Undeveloped Land
East	<b>Location Area #4:</b> CR (Commercial Retail)	Office Building
West	<b>Location Area #5:</b> R-6 (Single-Family Residential)	Single-Family Home
Southwest	<b>Location Area #6:</b> R-6 (Single-Family Residential)	Single-Family Home
Southeast	<b>Location Area #7:</b> R-6 (Single-Family Residential)	Single-Family Home
South	<b>Location Area #8:</b> CR (Commercial Retail)	Tire Repair Shop

## **SUBJECT SITE**

The subject site is a vacant building on a 2.04 acre lot. The historical use of the property was considered industrial in nature, but the current zoning and surrounding zoning does not support for a full change of zoning on the property.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Commercial Redevelopment Area #3” which calls for varied scale commercial, retail and offices.

## **ENVIRONMENTAL SITE ANALYSIS**

The subject property does not contain wetlands and is not located in a flood plain.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property can access both city water and sewer. The property is located along a major highway and generally has no connectivity issues for traffic.

## **ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION**

The mayor and city council in exercising its zoning power, shall be governed by the following standards in making its determination and balancing the promotions of the public health, safety, morality [morals] and general welfare against the right of unrestricted use of property:

### **1. Existing uses and zoning or [of] property nearby.**

- The proposed use is commercial but has the potential to generate more sound than normally expected.

### **2. The extent to which property values are diminished by the particular zoning restrictions.**

- Although an appraisal has not been conducted on the property, it is Staff’s opinion that the proposal does not significantly impact the surrounding area.

### **3. The extent to which the description of property values of the property owner promotes the health, safety, morals or general welfare of the public.**

- The surrounding properties are primarily commercial in nature, although there is a residential neighborhood and a church to the immediate west of the site.

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

- The building has been vacant for a number of years, and there was no recent business license attached to the location.

### **5. The suitability of the subject property for the zoned purposes.**

- Initial evaluation of the property does cause concern regarding the adjacent neighborhood. The intensity of use of the proposed business may not be suitable, although the building is sufficient for this purpose.

### **6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**

- The property has historically been vacant, but did at one time serve as a type of fabrication shop.

**7. The extent the proposed change would impact the following:**

- Population density in the area.
  - There would not be a population change based on this use.
- Community facilities.
  - The development already has access to City facilities.
- Living conditions in the area.
  - The living conditions in the area are not likely to change, if all production is contained within the building.
- Traffic patterns and congestion.
  - The existing building is vacant, but would have a minimal increase in general traffic to the area. Deliveries for large materials would be made to the site.
- Environmental aspects.
  - The existing building has limited greenspace, and would likely produce some increase in both noise and dust in the area. Recommendations for a reduction in overall negative impacts would need to be implemented.
- Existing and future land use patterns.
  - The subject site is adjacent to a number of other commercial uses, but is also adjacent to an existing neighborhood. The intensity of the use may be higher than generally desired near a commercial area.
- Property values in the adjacent areas.
  - The building is currently existing so it is unlikely to have a significant impact to surrounding property values.

**8. Consistency with other governmental land use, transportation, and development plans for the community.**

- It is currently unclear if the proposed use is consistent with the provisions of the *2019-2029 Statesboro Comprehensive Master Plan*. The “Commercial Redevelopment” character area calls varied scale commercial and office uses, but this generally does not include industrial uses.

**Subject Property**



**Northern Property**



**Southern Property**



**Eastern Property**





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

Staff recommends **Denial of RZ 23-05-02** as it is staff's position that the proposed use is inconsistent with the City's Comprehensive Plan, as well as negatively impacting the existing residential neighborhood to the immediate west. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

1. Approval of this zoning map amendment does not grant the right to develop on the property. All construction must be reviewed and approved by the City.

At the regularly scheduled meeting of the Planning Commission on June 6, 2023, the Commission recommended approval of the Zoning Map Amendment and staff conditions with a 6-0 vote.

# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** City Manager Charles Penny

**From:** Leah Harden, City Clerk

**Date:** 06-13-2023

**RE:** June 20, 2023 City Council Agenda Item

**Policy Issue:** Consideration to approve a Resolution exempting certain vehicles from marking requirements for one year.

**Recommendation:** Approval

**Background:** 2001 Session of the General Assembly amended O.C.G.A. 36-80-20 to limit the duration of such an exemption to one year, requiring an annual exemption instead of doing it one time as under the previous statute.

**Budget Impact:** None

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

**Attachments:** Resolution 2023-24

RESOLUTION 2023-24: A RESOLUTION EXEMPTING CERTAIN VEHICLES FROM MARKING REQUIREMENTS  
FOR ONE YEAR

THAT WHEREAS, O.C.G.A. 36-80-20 requires that all publicly owned vehicles except those in law enforcement or vehicles owned by individuals that are paid with City funds must have a decal on the front side panels; and

WHEREAS, O.C.G.A. 36-80-20 allows the City Council to exempt vehicles from these provisions following a public hearing; and

WHEREAS, some employees receive car allowances in lieu of a City vehicle, and desire that these vehicles continue to be exempt from the requirements to have decals; and

WHEREAS, the 2001 Session of the General Assembly amended O.C.G.A. 36-80-20 to limit the duration of such an exemption to one year, requiring an annual exemption instead of doing it one time as under the previous statute; and

WHEREAS, the required Public Hearing on this matter was held on June 20, 2023;

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

Section 1. That the following employees' vehicles paid for from car allowances provided as part of their compensation are hereby exempted for a period of one year from the requirement to have decals on the side panels, as authorized by O.C.G.A. 36-80-20:

City Manager  
Assistant City Manager  
Director of Planning and Development  
Director of Public Utilities  
Director of Human Resources  
Public Information Officer  
Director of Finance  
Director of Central Services

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

Adopted this 20<sup>th</sup> day of June, 2023

CITY OF STATESBORO, GEORGIA

---

By: Jonathan McCollar, Mayor

---

Attest: Leah Harden, City Clerk

# CITY OF STATESBORO



## COUNCIL

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

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

---

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

June 14, 2023

MEMO TO: Mr. Charles Penny, City Manager  
FROM: Cindy S. West, Director of Finance  
RE: Budget Amendment

Enclosed is the Second Budget Amendment for Fiscal Year 2023. The amendment is to budget for revenues received throughout the year not anticipated such as Interest Income, Title Ad Valorem Tax and Transfer from ARPA Fund in the General Fund, Fines in the Opioid Settlement Fund, Several Minor Grants in the Multiple Grant Fund, Transfer from ARPA Fund, Hazmat Grant and FEMA Reimbursement in the Fire Service Fund, and LMIG GDOT Grant in the 2018 TSPLOST Fund and LMIG GDOT in the LMIG Akins Boulevard Fund. It also appropriates the amounts shown in each fund as expenditures or expenses for unexpected, but approved purchases throughout the year. I recommend the approval of the proposed budget amendment.

RESOLUTION 2023-25: A RESOLUTION TO ADOPT THE SECOND AMENDMENT TO THE FISCAL YEAR 2023 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING THE SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING APPROPRIATED

THAT WHEREAS, sound governmental operations require a Budget in order to plan the financing of services for the residents of the City of Statesboro; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced Budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and City Council have reviewed a proposed First Amendment to the Budget from the City Manager that includes some revenues/financing sources and expenditures/expenses not anticipated in the original Budget, and carries forward funding and appropriations for some projects and equipment budgeted in the previous fiscal year, but not purchased by fiscal year-end; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses and any transfers; and

WHEREAS, the Mayor and City Council wish to adopt this Second Budget Amendment for Fiscal Year 2023;

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

Section 1. That the proposed changes to the budget, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the Second Budget Amendment for the City's Fiscal Year 2023 Budget.

Section 2. That the several items of revenues, other financial resources, and sources of cash shown in the budget amendment for each fund in the amounts shown anticipated are hereby adopted; and that the several amounts shown in the budget amendment for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments and agencies named in each fund, as amendments to the existing Budget previously adopted.

Section 3. That the "legal level of control" as defined in OCGA 36-81-2 is set at the departmental level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount

appropriated for a department without a further budget amendment approved by the Mayor and City Council.

Section 4. That all appropriations shall lapse at the end of the fiscal year.

Section 5. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 20th day of June, 2023.

CITY OF STATESBORO, GEORGIA

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By: Jonathan M. McCollar, Mayor

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Attest: Leah Harden, City Clerk

## ATTACHMENT #1

### FY 2023 SECOND BUDGET AMENDMENT

#### 100 General Fund:

- Decrease Revenues for Real Property Taxes by \$1,000,000.
- Increase Revenues for Interest Income by \$1,150,000.
- Increase Revenues for Title Ad Valorem Tax by \$100,000.
- Increase Revenues for Contributions and Donations by \$31,265.
- Increase Revenues for Transfer in from ARPA Fund by \$80,000.
- Increase Revenues for Sale of Land by \$23,000.
- Increase Revenues for Convenience Fee by \$19,000.
- Increase Revenues for Transfer from Hotel/Motel Fund by \$10,000.
- Increase in City Manager's Office for Retirement Contributions by \$4,600.
- Increase in City Manager's Office for Travel by \$6,000.
- Increase in Finance Department for Bank Card Charges by \$19,000.
- Increase in Lease Department for Books and Periodicals by \$9,000.
- Decrease in Human Resources for Regular Employees by \$20,000.
- Increase in Dues and Fees GMA by \$55.
- Decrease in Public Information Office for Contract Labor Services by \$10,000.
- Decrease in Customer Service for Regular Employees by \$15,000.
- Increase in Police Administration for Software Support by \$10,000.
- Increase in Police Administration for Contract Labor/Services by 10,000.
- Increase in Police Administration for Ammunition and Taser Supplies by \$10,000.
- Increase in Police Administration for Small Tools and Equipment by \$15,000.
- Increase in Police Administration for Furniture and Fixtures by \$10,000.
- Decrease in Police Support Services for Regular Employees by \$100,000.
- Decrease in Police Patrol Bureau for Regular Employees by \$75,000.
- Increase in Streets for Gasoline/Diesel/CNG by \$10,000.
- Increase in Streets for Miscellaneous Expense by \$35,000.
- Increase in Parks for Contract/Labor Services by \$20,000.
- Increase in Parks for Electricity by \$23,000.
- Increase in Economic Development for Small Business Recruiter by \$18,750.
- Decrease in Village Builders for Regular Employees by \$25,000.
- Decrease in Village Builders for Contract/Labor Services by \$20,000.
- Increase in Debt Service for GMA Swap Payments by \$5,000.
- Decrease in Transfer to Statesboro Fire Fund by \$150,000.
- Increase in Transfer to Capital Improvements Fund by \$538,545.
- Increase in Transfer to Health Insurance Fund by 500,000.

**Net effect on Fund is: Decrease in Fund Balance by \$415,685.**

**210 Confiscated Assets Fund:**

- No Changes.

**Net effect on Fund is: None.**

**213 Opioid Settlement Fund:**

- Increase in Fines and Forfeitures by \$52,705.

**Net effect on Fund is: Increase in Fund Balance by \$52,705.**

**221 CDBG Fund:**

- No Changes.

**Net effect on Fund is: None.**

**224 US Department of Justice Grant:**

- Increase in Police for Miscellaneous Expense by \$14,000.

**Net effect on Fund is: Decrease in Fund Balance by \$14,000.**

**230 ARPA Fund:**

- Increase in Revenues for Interest Income by \$352,000.
- Increase Expenditure for Transfer to General Fund by \$80,000.
- Increase in Expenditures for Transfer to Fire Fund by \$60,000

**Net effect on Fund is: Increase in Fund Balance by \$212,000.**

**250 Multiple Grants Fund:**

- Increase in Revenues for CJCC Grant K75 by \$7,900.
- Increase in Revenues for CJCC Grant K76 by \$114,250.
- Increase in Revenues for CARA Act Narcan Grant by \$9,975.
- Increase in Revenues for COPS Grant by \$36,274.
- Increase in Revenues for Bureau of Justice Bulletproof Vest Grant by \$3,500.
- Increase in Revenues for BJA Edward Byrne Memorial Grant by \$375.
- Increase in Revenues for Georgia Relief Grant by \$7,050.
- Increase in Revenues for KAB Grant by \$1,500.
- Increase in Revenues for BRACE Grant KSBB by \$2,500.
- Increase in Police for COPS LEMHWA Purchased Services by \$34,074.
- Increase in Police for CJCC Grant K76 Purchased Services by \$740.
- Increase in Police for CJCC Grant K75 Other Costs by \$7,900.
- Increase in Police for Uniforms by \$3,500.
- Increase in Police for Supplies by \$9,975.
- Increase in Police for Equipment by \$113,515
- Increase in Police for Training Equipment by \$375.
- Increase in Police for COPS LEMHWA Supplies by \$2,225.
- Increase in Parks for Georgia Relief Grant by \$7,050.
- Increase in Public Works Administration for \$385.

**Net effect on Fund is: Increase in Fund Balance by \$3,585.**



**270 Statesboro Fire Service Fund:**

- Increase in Revenues for Hazmat Grant by \$3,455.
- Increase in Revenues for FEMA Reimbursement by \$31,820.
- Increase in Revenues for Fire Line Access Fee by \$62,975.
- Decrease in Revenues for Bulloch County Contract Revenue by \$410,000.
- Increase in Transfer from ARPA by \$60,000.
- Increase in Sale of Assets by \$90,000.
- Decrease in Transfer from General Fund by \$150,000.
- Decrease in Expenditures for Regular Employees by \$200,000.

**Net effect on Fund is: Decrease in Fund Balance by \$111,750.**

**271 South Main TAD Fund:**

- Increase in Revenues for Property Tax by \$89,570.
- Increase in Revenues for Interest Income by \$20,000.
- Increase in Purchased Contract Services by \$285,000.

**Net effect on Fund is: Decrease in Fund Balance by \$75,430.**

**272 Old Register TAD Fund:**

- No Changes.

**Net effect on Fund is: None.**

**275 Hotel/Motel Fund:**

- Increase in Revenues for Hotel/Motel Taxes by \$200,000.
- Increase in Payment to Statesboro Convention Visitors Bureau by \$100,000.
- Increase in Payment to Downtown Statesboro Development Authority by \$39,800.
- Increase in Payment to Statesboro Arts Council by \$50,200.
- Increase in Transfer to General Fund by \$10,000.

**Net effect on Fund is: None.**

**286 Technology Fee Fund:**

- Increase in Police for Small Tools and Equipment by \$15,000.

**Net effect on Fund is: Decrease in Fund Balance by \$15,000..**

**323 2013 SPLOST Fund:**

- Increase in Interest Income by \$106,000
- Increase Expenditure for GBD-3 Renovations to Administrative Facilities by \$85,000.
- Increase in Expenditures for FD-32 Replace Pickup by \$45,800.
- Increase in Expenditures for FD-82 Engine 3 Rescue/Extrication by \$29,390.
- Increase in Expenditures for ENG-140 City Campus Expansion by \$195,000.
- Increase in Transfer to SWC Fund by \$217,250.

**Net effect on Fund is: Decrease in Fund Balance by \$466,440.**

### **324 2018 TSPLOST Fund:**

- Increase in Revenue for LMIG Grant GDOT Traffic Projects by \$330,675.
- Increase in TSPLOST Revenue by \$980,500.
- Increase in Revenue for Interest Income by \$500,000.

**Net effect on Fund is: Increase in Fund Balance by \$1,811,175.**

### **325 2019 SPLOST**

- Increase in Revenue for Police by \$310,000.
- Increase in Revenues for Fire by 415,000.
- Increase in Revenues for Public Works Projects by \$85,000.
- Increase in Revenues for Greenspace Projects by \$140,000.
- Increase in Revenues for City Structures by \$150,000.
- Increase in Revenues for Cultural Facilities by \$40,000.
- Increase in Revenues for Economic Development by \$130,000.
- Increase in Revenues for W/S Projects by \$480,000.
- Increase in Revenues for Natural Gas Projects by \$130,000.
- Increase in Revenues for Solid Waste Projects by \$35,000.
- Increase in Revenues for Information Technology Projects by \$25,000.
- Increase in Revenues for Interest Income by \$400,000.
- Increase in Expenditures for CS-4 Servers by \$15,000.
- Increase in Expenditures for GDB-3 Furniture and Fixtures by \$25,000.
- Increase in Expenditures for PD-1 Vehicles and Conversion by \$345,515.
- Increase in Expenditures for ENG-135 Citywide Parks and Trails by \$7,750.
- Increase in Expenditures for WWD-174 Extend W/S on Hwy 67 S. by \$532,600.
- Increase in Expenditures for Transfer to Solid Waste Disposal Fund by \$2,800,000.

**Net effect on Fund is: Decrease in Fund Balance by \$1,385,865.**

### **344 LMIG – Akins Boulevard**

- Increase in Revenue for GDOT Grants Traffic Project by \$877,590.
- Increase Expenditure for ENG-138 Akins Boulevard by \$877,590.

**Net effect on Fund is: None.**

### **345 LMIG – South Main Street**

- Increase Expenditure for ENG-115 A S. Main St Phase I Akins Boulevard by \$401,235.

**Net effect on Fund is: Decrease in Fund Balance by \$401,235.**

### **350 Capital Improvements Program Fund:**

- Increase Revenue from Transfers in from General Fund by \$538,545.
- Increase Expenditure for Averitt Center Air Conditioner by \$493,500.
- Increase Expenditure for Art Park by \$62,020.

**Net effect on Fund is: Increase in Fund Balance by \$81,480.**

**505 Water and Sewer Fund:**

- No Changes.

**Net effect on Fund is: None.**

**507 StormWater Fund:**

- No Changes.

**Net effect on Fund is: None.**

**515 Natural Gas Fund:**

- Increase Revenues for Commercial NG Charges by \$475,000.
- Increase Revenue for Interruptible Ind NG Charge by \$375,000.
- Increase Revenue for MGAG Portfolio Refund by \$114,000.
- Increase Expense for Natural Gas Purchased by \$1,500,000.

**Net effect on Fund is: Decrease in Cash by \$511,000.**

**541 Solid Waste Collection Fund:**

- Increase in Revenue for Sale of Scrap by \$7,165.
- Increase in Revenue for Proceeds from Insurance by \$20,800.
- Increase in Revenue for Transfer from 2013 SPLOST by \$217,245.

**Commercial Division**

- No Changes.

**Residential Division**

- No Changes.

**Rolloff Division**

- No Changes.

**Yardwaste Division**

- No Changes.

**Net effect on Fund is: Increase in Cash by \$245,210.**

**542 Solid Waste Disposal Fund:**

- No Changes.

**Net effect on Fund is: None.**

**601 Health Insurance Fund:**

- Increase in Revenues from Transfer in from General Fund by \$500,000.
- Increase in Revenues OPEB Contribution by \$192,400.
- Increase in Expenditure for Rent Expense by \$38,500.
- Increase in Claims by \$640,000.

**Net effect on Fund is: Increase in Cash by \$13,900.**

**602 Fleet Management Fund:**

- Increase in Expenditures for Other Services by \$50,000.

**Net effect on Fund is: Decrease in Cash by \$50,000.**

**604 Wellness Fund:**

- No Changes.

**Net effect on Fund is: None.**

**605 Central Service Fund:**

- Increase in IT for Software Support by \$72,000.
- Increase in Government Buildings for R&M Equipment by \$53,100.
- Increase in Government Buildings for R&M Building and Grounds by \$78,000.
- Increase in Government Buildings for Rentals for \$65,750.
- Increase in Government Buildings for Contract Services for \$10,000.

**Net effect on Fund is: Decrease in Cash by \$278,850.**

# CITY OF STATESBORO

**COUNCIL**

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
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:** June 14, 2023

**RE:** Adoption of FY2024 Budget

**Background:** State law requires the City of Statesboro to adopt a balance budget every fiscal year. The City of Statesboro fiscal year runs from July 1<sup>st</sup> to June 30<sup>th</sup> of each year. The Mayor and City Council were presented the capital budget at the March 18<sup>th</sup> Council Retreat and the operating budget at the May 9<sup>th</sup> budget work sessions.

**Budget Impact:** \$ 105,886,893 (including transfers)

**Council Person and District:** All

**Attachments:** N/A

**RESOLUTION 2023-26: A RESOLUTION TO ADOPT THE FISCAL YEAR 2024 BUDGET FOR EACH FUND OF THE CITY OF STATESBORO, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES/EXPENSES, ADOPTING SEVERAL ITEMS OF REVENUE ANTICIPATIONS, AND PROHIBITING EXPENDITURES OR EXPENSES FROM EXCEEDING THE ACTUAL FUNDING AVAILABLE FOR APPROPRIATION**

WHEREAS, sound governmental operations require a budget in order to plan the financing of services for the residents of the City of Statesboro; and

WHEREAS, Title 36, Chapter 81, Article 1 of the Official Code of Georgia Annotated (OCGA) requires a balanced budget for the City's fiscal year, which runs from July 1st to June 30th of each year; and

WHEREAS, the Mayor and City Council have reviewed the proposed FY 2024 Budget as presented by the City Manager and Director of Finance; and

WHEREAS, each of these funds is a balanced budget, so that anticipated revenues and other financial resources for each fund equal the proposed expenditures or expenses; and

WHEREAS, the Mayor and City Council wish to adopt this proposal as the Fiscal Year 2024 Annual Budget;

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

Section 1. The proposed Fiscal Year 2024 budget, attached hereto and incorporated herein as a part of this Resolution, is hereby adopted as the budget for the City of Statesboro, Georgia for Fiscal Year 2024, which begins July 1, 2023 and ends June 30, 2024.

Section 2. The several items of revenues, other financial resources, and sources of cash shown in the budget for each fund in the amounts shown anticipated are hereby adopted, and that the several amounts shown in the budget for each fund as proposed expenditures or expenses, and uses of cash are hereby appropriated to the departments named in each fund.

Section 3. The "legal level of control" as defined in OCGA 36-81-2 is set at the departmental level, meaning that the City Manager in his capacity as Budget Officer is authorized to move appropriations from one line item to another within a department, but under no circumstances may expenditures or expenses exceed the amount appropriated for a department within the budget and of the fiscal year approved by the Mayor and City Council.

Section 5. The Authorized Personnel by department and division shown in this budget are hereby formally adopted as the number of authorized positions within each department and division, until and unless amended by resolution of the Mayor and City Council.

Section 6. The Proposed Pay Plan for FY 2024 shown in this budget, as amended, is hereby formally adopted as the City's Pay Plan effective on July 1, 2023, unless further amended by resolution of the Mayor and City Council.

Section 7. The proposed Capital Improvements Program presented is hereby adopted as the City of Statesboro's Capital Improvements Program for FY 2024 - FY 2029. This Program is hereby adopted as the City's long-term financial plan unless further amended by resolution of the Mayor and City Council.

Section 8. This Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 20th day of June, 2023.

CITY OF STATESBORO, GEORGIA

---

By: Jonathan M. McCollar, Mayor

---

Attest: Leah Harden, City Clerk

# CITY OF STATESBORO

**COUNCIL**

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
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:** June 14, 2023

**RE:** Adoption of FY2024 Schedule of Rates, Fees and Fines

**Background:** In June 2015, the City of Statesboro adopted its first comprehensive Schedule of Rates, Fees and Fines. This document is updated and adopted every year based on any changes of rates, fees and fines and is effective July 1. The document may also be amended during the fiscal year if the need arises. The FY2024 Schedule of Rates, Fees and Fines includes the increases discussed at the Council Retreat in March and at the Budget Work Session in May. The changes are highlighted in yellow.

**Budget Impact:** N/A

**Council Person and District:** All

**Attachments:** N/A



RESOLUTION 2023-27: A RESOLUTION ADOPTING THE STATESBORO  
SCHEDULE OF RATES, FEES AND FINES

THAT WHEREAS, the City Council viewed and approved the City of Statesboro Schedule of Rates, Fees and Fines that incorporates all departments inclusive.

WHEREAS, it is required by the departments to uphold the policy and pricing as laid out within the document as the standard.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia this 20th day of June, 2023 as follows:

Section 1. That the document entitled “City of Statesboro Schedule of Fees, Rates and Fines for FY2024”, attached hereto and incorporated into this Resolution by reference, is hereby adopted and approved as the fees, rates and fines authorized to be charged by each department.

Section 2. That any provision of any ordinance or resolution, or administrative policy in conflict with this schedule is hereby repealed to the extent of any such conflict; and the provision of this Resolution shall take precedence in determining the fees, rates and fines to which they apply.

Section 3. That this Resolution shall be effective July 1, 2023.

Adopted this 20th day of June, 2023.

City of Statesboro, Georgia

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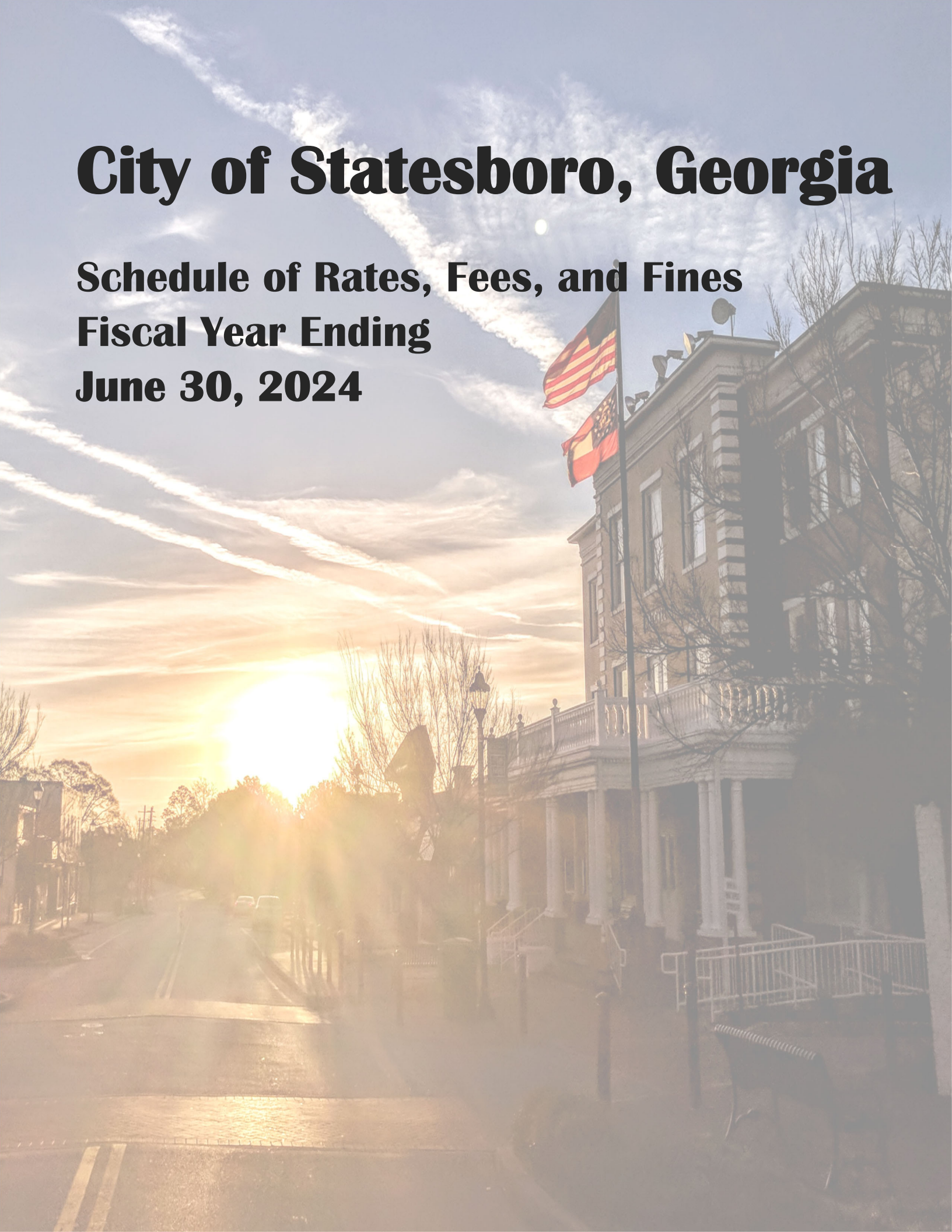
Jonathan McCollar, Mayor

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Leah Harden, City Clerk

# **City of Statesboro, Georgia**

**Schedule of Rates, Fees, and Fines  
Fiscal Year Ending  
June 30, 2024**



# FY2024 Schedule of Fees, Rates and Fines

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# City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Planning and Development Department</b>				
<b>Electrical Permits:* (Per size of service)</b>				
60 to 100 AMP main switch	City Ordinance Sec 1707	\$31.50	\$31.50	> 14 Years
101 to 200 AMP main switch	City Ordinance Sec 1707	\$52.50	\$52.50	> 14 Years
201 to 400 AMP main switch	City Ordinance Sec 1707	\$84.00	\$84.00	> 14 Years
401 to 600 AMP main switch	City Ordinance Sec 1707	\$115.50	\$115.50	> 14 Years
601 to 800 AMP main switch	City Ordinance Sec 1707	\$210.00	\$210.00	> 14 Years
801 to 1200 AMP main switch	City Ordinance Sec 1707	\$315.00	\$315.00	> 14 Years
2101 to 2000 AMP main switch	City Ordinance Sec 1707	\$472.50	\$472.50	> 14 Years
2001 to 4000 AMP main switch	City Ordinance Sec 1707	\$1,050.00	\$1,050.00	> 14 Years
* One permit charge.		\$35.00	\$35.00	> 14 Years
* Each circuit connected in panel (in use) shall be \$3.00 in addition to the above charges.				
* Minimum inspection charges on any job will be \$35.00.				
<b>Plumbing Permits:</b>				
Plumbing permit per fixture charge	City Ordinance Sec 1707	\$6.00	\$6.00	> 14 Years
Minimum Inspection Fee	City Ordinance Sec 1707	\$35.00	\$35.00	> 14 Years
<b>HVAC Permits:</b>				
HVAC permit per ton up to 49,999 BTU heating	City Ordinance Sec 1707	\$9.00	\$9.00	> 14 Years
HVAC permit per ton (condensing unit) charge per 50,000 to 100,000 BTU	City Ordinance Sec 1707	\$20.00	\$20.00	> 14 Years
Permit per ton for every additional 100,000 BTU charge	City Ordinance Sec 1707	\$20.00	\$20.00	> 14 Years
Minimum Inspection Fee	City Ordinance Sec 1707	\$35.00	\$35.00	> 14 Years
<b>Protective Inspections:</b>				
First Inspection	City Ordinance Sec 1707	\$35.00	\$35.00	> 14 Years
Second Inspection	City Ordinance Sec 1707	\$50.00	\$50.00	> 14 Years
Third Inspection	City Ordinance Sec 1707	\$75.00	\$75.00	> 14 Years
Fourth Inspection and Subsequent Inspections	City Ordinance Sec 1707	\$100.00	\$100.00	> 14 Years
<b>Building Permits: *</b>				
Value of Project:	I.R.B.C.; City Ordinance Sec 14-01			
\$1000 and less	No fee, unless inspection is required, in which case a \$35.00 fee for each inspection shall be required.			> 14 Years
\$1000 to \$100,000	\$35.00 for first \$1,000.00 plus \$6.00 for each additional thousand or fraction thereof to, and including, \$100,000.00.			> 14 Years
\$100,000 to \$500,000	\$629.00 for first \$100,000.00 plus \$4.00 for each additional thousand or fraction thereof, to and including \$500,000.00.			> 14 Years
\$500,000 and up	\$2,229.00 for the first \$500,000.00 plus \$3.00 for each additional thousand or fraction thereof.			> 14 Years
<b>Other Permits:</b>				
Subdivision Permit (Commercial & Residential)	City Ordinance Apen. A Sec 1707	N/A	N/A	
Demolition Permit Per Structure	City Ordinance Apen. A Sec 1707	\$75.00	\$75.00	> 14 Years
Moving Permit Per Structure	City Ordinance Apen. A Sec 1707	\$100.00	\$100.00	> 14 Years



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Zoning Fee Schedule:</b>				
Administrative Variance	City Ordinance Apen. A Sec 1707	\$50.00	\$50.00	Nov 2011
Annexation*				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	N/A see Zoning Map Amendment Fee		June 16, 2009
Special Exception				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$150.00	\$150.00	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
Variance**				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$250.00	\$250.00	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$300.00	\$300.00	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$350.00	\$350.00	June 16, 2009
Zoning Map Amendment***				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	\$200.00 + \$2.00 per acre	\$200.00 + \$2.00 per acre	June 16, 2009
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$300.00 + \$2.00 per acre	\$300.00 + \$2.00 per acre	June 16, 2009
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$400.00 + \$2.00 per acre	\$400.00 + \$2.00 per acre	June 16, 2009
Wireless Communication Conditional Use				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A	N/A	
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$3,000.00	\$3,000.00	July 1, 2015
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$3,000.00	\$3,000.00	July 1, 2015
Wireless Communication Tower maintenance & Upgrade Permit				
Single-Family Residential Districts	City Ordinance Apen. A Sec 1707	N/A	N/A	
R-3 and R-4 Multi-Family Districts	City Ordinance Apen. A Sec 1707	\$50.00	\$50.00	July 1, 2015
Commercial And Industrial Districts	City Ordinance Apen. A Sec 1707	\$50.00	\$50.00	July 1, 2015
Signs				
New sign/sign modification	City Ordinance Apen. A Sec 1707	\$50.00 + \$1.00 S.F.	\$50.00 + \$1.00 S.F.	July 16, 2009
Wireless Communication Maint & Upgrades	City Ordinance Apen. A Sec 1707	\$75.00	\$75.00	July 1, 2015
Temporary sign or banner	City Ordinance Apen. A Sec 1707	N/A	N/A	
Other				
Appeal****	City Ordinance Apen. A Sec 1707	\$150.00 + Advertisement Fee	\$150.00 + Advertisement Fee	July 1, 2015
Applicant Request to Table	City Ordinance Apen. A Sec 1707	N/A	N/A	
Article XV Plan Review (Man., Mobile, & Modular Home)	City Ordinance Apen. A Sec 1707	N/A	N/A	
Note	* Applications for annexation at the default R-40 zoning district shall be processed for no fee.			
	** A separate application must be processed for each instance and/or provision in which a variance is requested.			
	*** Fee based on the district being requested. Applications for property proposed to be zoned PUD shall be based on the primary proposed use of underlying base zoning district.			
	**** Appeal fee of \$150.00 (excluding advertisement) refunded if ruling favors applicant.			
	All fees, including surcharges, shall double where application for a permitted activity is made retroactively.			



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Subdivisions Fee Schedule:</b>				
Major Subdivisions				
Sketch Plan	City Ordinance Appendix A Art. X	N/A	N/A	
Preliminary Plat	City Ordinance Appendix A Art. X	N/A	N/A	
Final Plat *	No fee if approved as part of building permit/certificate of occupancy process.	\$100.00	\$100.00	June 16, 2009
Minor Subdivisions				
Minor Subdivision Plat	City Ordinance Appendix A Art. X	\$25.00	\$25.00	July 1, 2015
Financial				
Improvement Guarantee (Original)	City Ordinance Appendix A Art. X	\$50.00	\$50.00	June 16, 2009
Improvement Guarantee (Amendment)	City Ordinance Appendix A Art. X	\$50.00	\$50.00	June 16, 2009
Other				
Appeal **	City Ordinance Appendix A Art. X	cost of advertisement fee	cost of advertisement fee	July 1, 2015
Applicant Request to Table	City Ordinance Appendix A Art. X	cost of advertisement fee	cost of advertisement fee	July 1, 2015
Variance (Appendix B [Subdivision Regulations] only)***	City Ordinance Appendix A Art. X	\$250.00	\$250.00	July 1, 2015
Note	* Separate fee for each phase and for each amended final plat.			
	*** A separate application must be processed for each instance and/or provision in which a variance is requested.			
	Additional administrative activities for which the Statesboro Planning Department has been designated as the City's principal administrative agent.			
<b>Miscellaneous:</b>				
Development of Regional Impact Surcharge	Georgia State Statute	\$100.00	\$100.00	July 1, 2015
Zoning Certification Letter	Georgia State Statute	\$40.00	\$40.00	June 16, 2009
Statesboro Subdivision Regulations		\$20.00 bound copy; \$10.00 di; \$20.00 bound copy; \$10.00 digital copy		
Statesboro Zoning Ordinance		\$20.00 bound copy; \$10.00 di; \$20.00 bound copy; \$10.00 digital copy		
Statesboro Comprehensive Plan (or other official plan or planning study adopted by City Council)*		\$20.00 bound copy; \$10.00 di; \$20.00 bound copy; \$10.00 digital copy		
Note	* Also available on City of Statesboro website: <a href="http://www.statesboroga.gov">www.statesboroga.gov</a>			
	All fees, including surcharges, shall double where application for a permitted activity is made retroactively.			

### Engineering Department

Other Permits:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
Right of Way Encroachment & Street Excavation Permit	City Ordinance Sec 1707	\$35.00	\$35.00	> 14 Years
Land Disturbing Activity Permit per Acre**	City Ordinance Sec 38-105 ( c )	\$40.00	\$40.00	> 14 Years
Right of Way Permit	City Ordinance Sec 1707	\$100.00	\$100.00	July 1, 2015
Cemetery Lots				
1 Grave Lot	City Ordinance Sec 26-7	\$1,000.00	\$1,000.00	> 12 Years
2 Grave Lot	City Ordinance Sec 26-7	\$2,000.00	\$2,000.00	> 12 Years
	** No application fee			



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>City Bus Transit System:</b>				
There is a fare to ride a City bus and will be collected at time of transport. The City does not collect on the fares received.				
Bus Fare Cost:				
First 6 Months		Free	Free	Jul 01, 2021
1 Way Trip		\$1.00	\$1.00	Jul 01, 2021
Round Trip		\$2.00	\$2.00	Jul 01, 2021
Students/Seniors/Disabled 1 Way Trip		\$0.50	\$0.50	Jul 01, 2021
Students/Seniors/Disabled Round Trip		\$1.00	\$1.00	Jul 01, 2021
<b>City Clerk's Department</b>				
<u>Alcohol License Application Fee:</u>	City Ordinance Sec 6-5 (b)	\$200.00	\$200.00	July 1, 2016
Class 1, Package Sales	City Ordinance Sec 6-4 ( c ) 1	\$1,750.00	\$1,750.00	October 15, 2019
Class 1a, Beer and Wine	City Ordinance Sec 6-4 ( c ) 1 (a)	\$5,000.00	\$5,000.00	March 1, 2022
Class 1b, Distilled Spirits	City Ordinance Sec 6-4 ( c ) 1 (b)	\$5,000.00	\$5,000.00	March 1, 2022
Class 2a, Bar	City Ordinance Sec 6-4 ( c ) 2	\$4,300.00	\$4,300.00	October 15, 2019
Class 2b, Bar with Kitchen	City Ordinance Sec 6-4 ( c ) 2	\$4,300.00	\$4,300.00	October 15, 2019
Class 2c, Event Venue	City Ordinance Sec 6-4 ( c ) 2	\$2,500.00	\$2,500.00	October 15, 2019
Class 2d, Low Volume	City Ordinance Sec 6-4 ( c ) 2	\$750.00	\$750.00	October 15, 2019
Class 2e, Pub	City Ordinance Sec 6-4 ( c ) 2	\$5,600.00	\$5,600.00	October 15, 2019
Class 2f, Restaurant	City Ordinance Sec 6-4 ( c ) 2	\$2,800.00	\$2,800.00	October 15, 2019
Class 3, Licensed Alcoholic Beverage Caterer	City Ordinance Sec 6-4 ( c ) 3	\$200.00	\$200.00	July 1, 2016
Class 4, Brewer, Manufacturer of Malt Beverages Only	City Ordinance Sec 6-4 ( c ) 4	\$1,750.00	\$1,750.00	July 1, 2016
Class 5, Broker	City Ordinance Sec 6-4 ( c ) 5	\$1,750.00	\$1,750.00	July 1, 2016
Class 6, Importer	City Ordinance Sec 6-4 ( c ) 6	\$1,750.00	\$1,750.00	July 1, 2016
Class 7, Manufacture of Wine Only	City Ordinance Sec 6-4 ( c ) 7	\$1,750.00	\$1,750.00	July 1, 2016
Sunday Sales Permit	City Ordinance Sec 6-5 ( d )	\$300.00	\$300.00	July 1, 2016
Temporary Special Events Permit	City Ordinance Sec 6 ( d ) (3) (b)			
City Licensed Caterer	City Ordinance Sec 6 ( d ) (3) (b)	\$100.00 (Day 1)	\$100.00 (Day 1)	July 16, 2020
All other Applicants	City Ordinance Sec 6 ( d ) (3) (b)	\$200.00 (Day 2)	\$200.00 (Day 2)	July 16, 2020
Additional Days	City Ordinance Sec 6 ( d ) (3) (a)	\$50.00 (per day)	\$50.00 (per day)	July 16, 2020
In Room Service Permit	City Ordinance Sec 6-5 ( q )	\$150.00	\$150.00	July 1, 2016
Event Permit for Caterers (Per Event)	City Ordinance Sec 6-5 ( p )	\$15.00	\$15.00	July 1, 2016
Alcohol Beverage Control Security Permit (Obtained at Statesboro Police Dept.)		\$50.00	\$50.00	July 1, 2015
Penalty Fee for Renewal Applications				
Applications filed after November 1 but before November 16	City Ordinance Sec 6-5 ( I )	\$200.00	\$200.00	July 1, 2015
Applications filed after Nov 16 but before Dec 1	City Ordinance Sec 6-5 ( I )	\$300.00	\$300.00	July 1, 2015
Applications filed after Dec 1* Percent applied	City Ordinance Sec 6-5 ( I )			July 1, 2015
Note: * 20% of Annual License Fee but not less than \$500.00 whichever is greater.				
Criminal Background Check Fee for Alcohol License	GAPS GA Applicant Proc Serv	\$51.00 GAPS	\$51.00 GAPS	> 14 Years
Application Fee for Business License (Occupational Tax Certificate)	City Ordinance Sec 18-102	\$40.00	\$40.00	July 1, 2015
Business License Fee (Permit for Employee)	City Ordinance Sec 18-104	\$20.00	\$20.00	> 14 Years



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
Business License Flat Fee (for all businesses)	City Ordinance Sec 18-104	\$95.00	\$95.00	July 1, 2015
Mobile Food Service Business License (OTC)	City Ordinance 18-309 (c)	\$200.00	\$200.00	January 19, 2021
Mobile Food Service Location Permit	City Ordinance 18-309 (c) (10)	\$25.00	\$25.00	January 19, 2021
Penalties for Violations of Mobile Food Service Ordinance:				
First Violation	City Ordinance 18-315 (d) (1)	\$250.00	\$250.00	January 19, 2021
Second Violation within the 12 months following the first violation	City Ordinance 18-315 (d) (2)	\$350.00	\$350.00	January 19, 2021
Third Violation within the 12 months following the first violation and revocation of the mobile food service location approvals	City Ordinance 18-315 (d) (3)	\$500.00	\$500.00	January 19, 2021
Special Event Permit	City Ordinance Sec 6-8 ( 2 )	\$50.00	\$50.00	July 1, 2015
Distance Waiver Application Fee	City Ordinance Sec 6-5 ( o)	\$150.00	\$150.00	July 1, 2015
Temporary Vendors Lic. Application Fee (Street vendors, seasonal, garage sales)	City Ordinance Sec 18-289	\$35.00	\$35.00	March 16, 2016
Practitioners of Professions and Occupations -Occupation Tax	City Ordinance Sec 18-105	\$400.00	\$400.00	> 13 Years
Violation of Businesses who Fail or Refuse To Pay Occupation Tax	City Ordinance Sec 18-114 (d)	\$500.00	\$500.00	> 13 Years
Taxi Cab Vehicle for Hire Regulatory Fee	City Ordinance Sec 18-103 (a) (1)	\$80.00	\$80.00	July 1, 2015
Pawn Shop License Fee	City Ordinance Sec 18-62	\$250.00	\$250.00	July 1, 2014
Pawn Shop Additional Location Fee	City Ordinance Sec 18-62	\$250.00	\$250.00	July 1, 2014
Pawn Shop Regulatory Fee	City Ordinance Sec 18-103 (6) (a)	\$60.00	\$60.00	July 1, 2015
Open Records Request (copies) **	State Regulations	\$.10 Per Page	\$.10 Per Page	12 Years
Election Qualifying Fee for Mayor and Council Members	State Regulations	3% of Salary	3% of Salary	12 Years
Property Tax Penalty	State Regulations	.542% until Paid*	.542% until Paid*	12 Years
Wrecker and Towing Regulatory Fees	City Ordinance Sec. 18-103 (a) (2)	\$85.00	\$85.00	July 1, 2015
Wrecker and Towing Violation Damages	City Ordinance Sec. 18-237	\$100.00	\$100.00	> 13 Years
Wrecker and Towing -No Agreement for Systematic Surveillance of Property for Towing	City Ordinance Sec. 18-238	\$1,000.00	\$1,000.00	> 13 Years
Professional Bondsman Regulatory Fee	City Ordinance Sec. 18-103 (a) (3)	\$85.00	\$85.00	July 1, 2015
Billiard Operators Regulatory Fee	City Ordinance Sec. 18-103 (a) (4)	\$55.00	\$55.00	July 1, 2015
Criminal Penalties for Ordinance Violations by Owners or Operators of Amusement Game Rooms:				
First Offense	City Ordinance Sec. 18-273 (a) (1)	\$500.00	\$500.00	> 13 Years
Second Offense	City Ordinance Sec. 18-273 (a) (2)	\$750.00	\$750.00	> 13 Years
Third Offense	City Ordinance Sec. 18-273 (a) (3)	\$1,000.00	\$1,000.00	> 13 Years
More than Three Offenses	City Ordinance Sec. 18-273 (c)	\$1,000.00	\$1,000.00	> 13 Years
Massage Parlor Regulatory Fee	City Ordinance Sec. 18-103 (a) (5)	\$55.00	\$55.00	July 1, 2015
Adult Entertainment Establishment Regulatory Fee	City Ordinance Sec. 18-103 (a) (7)	\$55.00	\$55.00	July 1, 2015
Adult Entertainment Establishments Investigation Fee	City Ordinance Sec. 18-180 (b)	\$55.00	\$55.00	July 1, 2015
Adult Entertainment Establishments Application Fee	City Ordinance Sec. 18-181 (a)	\$2,500.00	\$2,500.00	> 13 Years
Adult Entertainment Establishments Application Renewal Fee	City Ordinance Sec. 18-187	\$500.00	\$500.00	> 13 Years
Adult Entertainment Establishments Change of Name/Location Fee	City Ordinance Sec. 18-189	\$500.00	\$500.00	> 13 Years
Adult Entertainment Establishments Business License Violation Fee	City Ordinance Sec. 18-197	\$1,000.00	\$1,000.00	> 13 Years
Adult Entertainment Establishments Administrative Fee For Change of Location	City Ordinance Sec. 18-201	\$15.00	\$15.00	> 13 Years





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
Insurance Companies License Fees	City Ordinance Sec. 18-31	\$100.00	\$100.00	> 11 Years
Insurance Companies Additional Location -per location charge	City Ordinance Sec. 18-32	\$40.00	\$40.00	July 1, 2015
Alcohol Excise Tax on Mixed Drinks***	City Ordinance Sec 6-20	3%	3%	Mar 15, 2016
Third (2nd Reprint) Printing of OTC and Alcohol Licenses	City Policy	\$5.00	\$5.00	N/A
Hotel Motel Tax Rate	City Ordinance Sec 74-22	6%	6%	July 1, 2015

\* 10% 90 days past due.  
 \*\* Fee plus salary of lowest paid employee qualified to fill request with the first 15 minutes free.  
 \*\*\* Additional Alcohol excise tax per O.C.G.A. Title 3, Chapter 5, Article 4, Part 2, 3-5-80: Municipalities shall impose an excise tax in addition to excise taxes levied by the state.

### Statesboro Police Department

Type of Charges:				
Criminal Background Check	O.C.G.A. 35-3-34 (d3)	\$25.00 each	\$25.00 each	10 years
Expungement Request	O.C.G.A. 35-3-37	\$25.00 each	\$25.00 each	10 years
Police Extra Duty Employment	City Policy	\$48/hr 3 hr min.	\$48/hr 3 hr min.	December 4, 2018
Police Extra Duty Employment Cost Recovery	City Policy	\$6/hr 3 hr min.	\$6/hr 3 hr min.	December 4, 2018
Technology Fee	City Ordinance 78-10	\$30.00	\$30.00	July 1, 2015

### Open Records Costs per Open Records Act: Conducted by Open Records Clerk at City Hall

Hours to search retrieve and review				
First 15 minutes	State Regulations	no charge	no charge	11 Years
Total hours of preparation*	State Regulations	x \$13.62 = Amount	x \$13.62 = Amount	11 Years
Total hours of copying documents*	State Regulations	Hrly pay rate of qualified employee	Hrly pay rate of qualified employee	11 Years
Total number of Pages**	State Regulations	x \$0.10 = Amount	x \$0.10 = Amount	11 Years
Other Costs that may apply				
Number of copies of audio tapes (CD-ROM)	State Regulations	x \$.35 = Amount	x \$.35 = Amount	11 Years
Number of copies of video tapes	State Regulations	x \$.35 = Amount	x \$.35 = Amount	11 Years
Number of copies of photographs	State Regulations	x \$.10 = Amount	x \$.10 = Amount	11 Years
Number of CD-ROM's with digital photographs	State Regulations	x \$.35 = Amount	x \$.35 = Amount	11 Years
Other Agency Costs (specify in detail)	State Regulations	+ (Actual Costs)	+ (Actual Costs)	11 Years
Postage	State Regulations	+ (Actual Costs)	+ (Actual Costs)	11 Years
Discovery Request Cost Worksheet				
Number of Case Files	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	11 Years
Number of copies of audio CD's	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	11 Years
Number of copies of photograph CD's	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	11 Years
Number of copies of video DVD	State Regulations	x \$25.00 = Amount	x \$25.00 = Amount	11 Years
Postage	State Regulations	+ Actual cost	+ Actual cost	11 Years

Note \*Hourly Rate - The hourly charge for administrative/clerical tasks may not exceed the salary of the lowest paid, full-time employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

\*\*Copy Rate - An agency may not charge more than \$0.10 per page for each copy.



# City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Finance Department</b>				
<b>Finance Fees:</b>				
2% Convenience Fee		2%	2%	July 1, 2016
<b>Statesboro Fire Department</b>				
<b>Fire Prevention:</b>				
	<b>Plan Review</b>			
Site Plans, per submittal, re-submittals, revisions, changes & amendments:	City Ordinance Sec 42-6	\$50.00	\$50.00	Dec 06, 2016
Construction Plans	City Ordinance Sec 42-6			
Building Construction and/or Renovation 0 – 2,500 square feet	City Ordinance Sec 42-6	\$50.00	\$50.00	Dec 06, 2016
Building Construction and/or Renovation 2,500 – 5,000 square feet	City Ordinance Sec 42-6	\$100.00	\$100.00	Dec 06, 2016
Building Construction and/or Renovation 5,000 – 10,000 square feet	City Ordinance Sec 42-6	\$150.00	\$150.00	Dec 06, 2016
Building Construction and/or Renovation 10,000 & up square feet*	City Ordinance Sec 42-6	\$150.00	\$150.00	Dec 06, 2016
Fire Sprinkler	City Ordinance Sec 42-6			
Sprinkler Systems 0 – 2,500 square feet	City Ordinance Sec 42-6	\$50.00	\$50.00	Dec 06, 2016
Sprinkler Systems 2,500 – 5,000 square feet	City Ordinance Sec 42-6	\$100.00	\$100.00	Dec 06, 2016
Sprinkler Systems 5,000 – 10,000 square feet	City Ordinance Sec 42-6	\$150.00	\$150.00	Dec 06, 2016
Sprinkler Systems 10,000 & up square feet*	City Ordinance Sec 42-6	\$150.00	\$150.00	Dec 06, 2016
Single Family Residential, Multi-Family Residential, Commercial, Not Required by Fire Code		N/A	N/A	
Standpipe System				
Standpipe Systems: Fee per system **	City Ordinance Sec 42-6	\$50.00	\$50.00	Dec 06, 2016
Fire Pump				
Fire Pump System: Fee per system **	City Ordinance Sec 42-6	\$50.00	\$50.00	Dec 06, 2016
Fire Alarm				
Fire Alarm 0 – 2,500 square feet	City Ordinance Sec 42-6	\$50.00	\$50.00	Dec 06, 2016
Fire Alarm 2,500 – 5,000 square feet	City Ordinance Sec 42-6	\$100.00	\$100.00	Dec 06, 2016
Fire Alarm 5,000 – 10,000 square feet	City Ordinance Sec 42-6	\$150.00	\$150.00	Dec 06, 2016
Fire Alarm 10,000 & up square feet*	City Ordinance Sec 42-6	\$150.00	\$150.00	Dec 06, 2016
Single Family Residential, Multi-Family Residential, Commercial, Not Required by Fire Code		N/A	N/A	
Hood and/or Hood Suppression System				
Hood Exhaust System	City Ordinance Sec 42-6	\$40.00	\$40.00	Dec 06, 2016
Hood Suppression System, Fee per system	City Ordinance Sec 42-6	\$40.00	\$40.00	Dec 06, 2016
Firework Displays				
Special Effects, Pyrotechnic and Flame Special Effects NOT Close Proximity	City Ordinance Sec 42-6	\$25.00	\$25.00	Dec 06, 2016
Special Effects, Pyrotechnic and Flame Special Effects Close Proximity	City Ordinance Sec 42-6	\$75.00	\$75.00	Dec 06, 2016

Note \*\$0.015 per additional square foot

\*\*except if part of continuation with sprinkler



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2023 (Adopted)</u>	<u>FY 2024 (Proposed)</u>	<u>Last Known Increase</u>
<b>Construction</b>				
Occupancy Permit cost per permit	City Ordinance Sec 42-6	\$10.00	\$10.00	Dec 06, 2016
Initial Inspection for each initial inspection	City Ordinance Sec 42-6	N/A	N/A	
Re-Inspection Fees				
First Re-Inspection	City Ordinance Sec 42-6	N/A	N/A	
Second Re-Inspection and Each Subsequent Re-Inspection	City Ordinance Sec 42-6	\$50.00	\$50.00	Dec 06, 2016
Tent Permit Fee per tent, 400 sq. ft. or more	City Ordinance Sec 42-6	\$30.00	\$30.00	Dec 06, 2016
Temporary place of assembly	City Ordinance Sec 42-6	\$75.00	\$75.00	Dec 06, 2016
<b>Existing Construction</b>				
Annual Inspection	City Ordinance Sec 42-6	N/A	N/A	
First Re-Inspection	City Ordinance Sec 42-6	N/A	N/A	
Second Re-Inspection	City Ordinance Sec 42-6	\$25.00	\$25.00	Dec 06, 2016
Third Re-Inspection	City Ordinance Sec 42-6	\$50.00	\$50.00	Dec 06, 2016
Fourth Re-Inspection Fee plus Citation to Municipal Court	City Ordinance Sec 42-6	\$100.00	\$100.00	Dec 06, 2016
Not having required maintenance and documentation form	City Ordinance Sec 42-6	\$50.00	\$50.00	Dec 06, 2016
<b>Fire Sprinkler Systems Fees</b>				
<b><u>Residential, Commercial And Industrial Monthly Fee for inside Fire Service District:</u></b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-62	\$12.50	\$12.50	July 1, 2015
<b><u>Residential, Commercial And Industrial Monthly Fee for outside Fire Service District:</u></b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-65	\$21.50	\$21.50	July 1, 2015
<b><u>Governmental Monthly Fee for inside Fire Service District:</u></b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-62	\$25.00	\$25.00	July 1, 2015
<b><u>Governmental Monthly Fee for outside Fire Service District:</u></b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-65	\$35.00	\$35.00	July 1, 2015
Note: Fire Service fees are calculated per inch of diameter of the fire line. For Example: if the Fire Service Supply Line is 6 inches in diameter, the Monthly Fire Service fee would be \$12.50 X 6" diameter = \$75.00. The Fire Sprinkler Systems Fee is to cover the cost of inspections made by the Fire Department. The fire department sends a copy of the report to the Water/Sewer Department in case EPD need to review them. The two departments work together to set the rate.				
<b>Nuisance Fire Alarms</b>				
Nuisance Alarm #1 and #2	City Ordinance Sec 42-6	N/A	N/A	
Nuisance Alarm #3	City Ordinance Sec 42-6	\$350.00	\$350.00	Dec 06, 2016
Nuisance Alarm #4	City Ordinance Sec 42-6	\$500.00	\$500.00	Dec 06, 2016
Nuisance Alarm #5	City Ordinance Sec 42-6	\$750.00	\$750.00	Dec 06, 2016
Nuisance Alarm #6 and above Fee per each occurrence	City Ordinance Sec 42-6	\$1,000.00	\$1,000.00	Dec 06, 2016
Fire Alarm Reconnection	City Ordinance Sec 42-6	\$50.00	\$50.00	Dec 06, 2016
Failure to repair malfunction alarm within 30 days fee per day	City Ordinance Sec 42-6	\$250.00	\$250.00	Dec 06, 2016
A fee shall be charged immediately when nuisance fire alarm activation is the result of the failure to use prudent and reasonable means to avoid such nuisance fire alarm activations.	City Ordinance Sec 42-6	\$250.00	\$250.00	Dec 06, 2016



# City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2023 (Adopted)</u>	<u>FY 2024 (Proposed)</u>	<u>Last Known Increase</u>
<b>Fire Lanes</b>				
Violation of Fire Lane code*	City Ordinance Ch 42 Art 3 Div 4	\$150.00	\$150.00	Dec 06, 2016
Parking in a Fire Lane per each occurrence	City Ordinance Sec 42-6	\$50.00	\$50.00	Dec 06, 2016
Note      *Plus \$10.00 per day after 14 days				
<b>Special Request:</b>				
Water Flow Test	City Ordinance Sec 42-6	\$40.00	\$40.00	Dec 06, 2016
<b>Response and Presence:</b>				
<b>Fire Apparatus Standby and Response</b>				
Apparatus Standby fee per vehicle per hour or portion thereof*	City Ordinance Sec 42-6	\$250.00	\$250.00	Dec 06, 2016
Specialized Equipment Standby (e.g. ATV, pickup truck, Fire Safety House, etc.)*	City Ordinance Sec 42-6	\$150.00	\$150.00	Dec 06, 2016
Note      *Plus hourly rate for personnel				
<b>Fire Personnel Rate</b>				
Rates are per hour or portion thereof Fire or special response and standby	City Ordinance Sec 42-6	\$30.00	\$30.00	Dec 06, 2016
<b>Hazardous Material Responders</b>				
Operations Level per hour	City Ordinance Sec 42-6	\$30.00	\$30.00	Dec 06, 2016
Technician Level per hour	City Ordinance Sec 42-6	\$45.00	\$45.00	Dec 06, 2016
Specialist Level per hour	City Ordinance Sec 42-6	\$60.00	\$60.00	Dec 06, 2016
Fire Extra Duty Employment	City Policy	\$30/hr 3 hr min.	\$30/hr 3 hr min.	11 Years
<b>Special Services</b>				
Services not specifically listed will be charged at the actual costs to the Statesboro Fire Department plus a fifteen percent (15%) administrative fee				Dec 06, 2016
<b>Miscellaneous:</b>				
<b>Hazardous Materials Response</b>				
Rates based on Federal and/or State Guidelines and actual costs to replace, service, test, and dispose of and equipment utilized plus a fifteen percent (15%) administrative fee				Dec 06, 2016
To include Statesboro Fire Department response and any other agencies that assist with the response				
<b>USAR Response</b>				
Rates based on Federal and/or State Guidelines and actual costs to replace, service, test, and dispose of and equipment utilized plus a fifteen percent (15%) administrative fee				Dec 06, 2016
To include Statesboro Fire Department response and any other agencies that assist with the response				
<b>Wildland Firefighting (Within Response District)</b>				
Rates based on Federal and/or State Guidelines and actual miles traveled, apparatus used, personnel, and replacement of any non-reusable or damaged items				Dec 06, 2016
To include Statesboro Fire Department response and any other agencies that assist with the response				
<b>Wildland Firefighting (Out of Response District)</b>				
Rates based on Federal and/or State Guidelines and actual miles traveled, apparatus used, personnel, and replacement of any non-reusable or damaged items				Dec 06, 2016



# City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
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### Public Information and Records Requests

One-sided copy, for duplicated copies of not more 8½ inches by 14 inches: \$0.25 per page  
 Two sided copy, for duplicated copies of not more 8½ inches by 14 inches: \$0.35 per page  
 The applicable hourly rate for requests requiring extensive use of information technology resources, clerical, or supervisory assistance may be charged in addition to the actual cost of duplication.

**Returned Check Fee: \$35.00**

**Late Payment Fee: 1½ % per 30 days**

Note All fees are payable to the Statesboro Fire Department unless noted otherwise.  
 Statesboro Fire Department reserves the right to waive any or all fees on an individual case-by-case basis  
 This fee schedule will be reviewed annually during the budgeting process.

### Statesboro Municipal Court

Court Fees:				
Court Costs		\$20.00	\$20.00	July 1, 2015
Jail Fee		10% of Fine	10% of Fine	> 15 years

### Natural Gas Fund

**Tap Fees:**  
**Residential and Small Commercial:** Tap fees are \$300.00 and can be reduced based upon appliance usage: \$50.00 reduction for a log or light, \$300.00 for a water heater, and \$100.00 for a dryer or range. Tap fees include 100 feet of service line and a standard meter set.

Additional Service line	City Ordinance Sec 82-34	\$3.00 per foot	\$3.00 per foot	> 11 Years
Additional boring	City Ordinance Sec 82-34	\$10.00 per foot	\$10.00 per foot	> 11 Years

Notes: May be additional charges based on work sit specific conditions.

Large Commercial and Industrial: Tap fees are based on 3-year payback method (See example below) > 11 Years

Customer pays all costs above a 3 year payback or \$300.00 which ever is greater.

Example: Cost of installation is \$5000.00 Estimated volumes for 3 years x \$2.00 per unit is (2000 x \$2.00) = \$4000.  
 Customer would pay: \$1000.

Deposits & AEC Fees:				
Residential Standard Deposit	City Ordinance Sec 82-34	\$85.00	\$85.00	> 11 Years
Account Establishment Charge (On First Bill)	City Ordinance Sec 82-34	\$40.00	\$40.00	July 1, 2015

Note Commercial Deposits calculated by Customer Service Department

Service Fees:				
Standard Service Fee for all customer types	City Ordinance Sec 82-34	\$30.00	\$30.00	July 1, 2015
Seasonal Gas Reconnect Fee	City Ordinance Sec 82-34	See Note	See Note	July 1, 2015

Note: Sum of a gas service fee and account establishment charge (AEC).



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Base Charges:</b>				
Residential	City Ordinance Sec 82-34	\$6.00	\$7.50	> 11 Years
Small Commercial	City Ordinance Sec 82-34	\$10.00	\$11.50	> 11 Years
Large Government	City Ordinance Sec 82-34	\$25.00	\$25.00	> 11 Years
Poultry Grower	City Ordinance Sec 82-34	\$25.00	\$25.00	> 11 Years
Commercial HLF	City Ordinance Sec 82-34	\$25.00	\$25.00	> 11 Years
Interruptible and GSU	City Ordinance Sec 82-34	\$250.00	\$300.00	> 11 Years
Standby Rate (Generators & Pumps)	City Ordinance Sec 82-34	N/A	\$25.00	July 1, 2023
Industrial Firm	City Ordinance Sec 82-34	N/A	\$300.00	July 1, 2023
<b>Gas Charges:</b>				
All gas rates: Residential, Commercial, Commercial HLF and Interruptible are based on formulas developed by the Municipal Gas Authority. They account for Variable Costs, which is the cost of gas; Fixed Costs, which is transportation, demand and fuel charges from the pipeline company, and City Distribution Costs*. These three components when added together will give you the total cost for gas to each customer class.				
* Distribution Charges				
LLF Residential \$5.00 floor	City Ordinance Sec 82-34	\$4.00 (mcf)	\$4.00 (mcf)	> 11 Years
LLF Commercial \$5.00 floor	City Ordinance Sec 82-34	\$4.00 (mcf)	\$4.00 (mcf)	> 11 Years
Large Government No floor **	City Ordinance Sec 82-34	\$4.00 (mcf)	\$4.00 (mcf)	July 1, 2015
HLF Commercial \$5.00 floor	City Ordinance Sec 82-34	\$2.75 (mcf)	\$2.75 (mcf)	> 11 Years
Poultry Grower No floor**	City Ordinance Sec 82-34	\$3.50 (mcf)	\$3.50 (mcf)	> 11 Years
Interruptible 1st 2,000 mcf tier rate	City Ordinance Sec 82-34	\$1.10 (mcf)	\$1.10 (mcf)	> 11 Years
Interruptible next 8,000 mcf tier rate	City Ordinance Sec 82-34	\$.58 (mcf)	\$.58 (mcf)	> 11 Years
Interruptible next 10,000 mcf tier rate	City Ordinance Sec 82-34	\$.46 (mcf)	\$.46 (mcf)	> 11 Years
Standby Rate \$5.00 floor	City Ordinance Sec 82-34	N/A	\$4.00 (mcf)	July 1, 2023
Industrial Firm Rate 1st 2,000 mcf tier rate	City Ordinance Sec 82-34	N/A	\$1.50 (mcf)	July 1, 2023
Industrial Firm Rate next 8,000 mcf tier rate	City Ordinance Sec 82-34	N/A	\$1.25 (mcf)	July 1, 2023
Industrial Firm Rate next 10,000 mcf tier rate	City Ordinance Sec 82-34	N/A	\$.75 (mcf)	July 1, 2023
Industrial Firm Rate over 20,000 mcf tier rate	City Ordinance Sec 82-34	N/A	\$.50 (mcf)	July 1, 2023
Notes:				
**(>5000MCF per month)				
<b>Miscellaneous Material and Labor Charges:</b>				
Cost plus 30% will be charged for all materials sold to the public.				
Two-man Service Crew and Truck	City Ordinance Sec 82-34	\$55.00 per hour	\$75.00 per hour	> 11 Years
Backhoe and Operator	City Ordinance Sec 82-34	\$65.00 per hour	\$75.00 per hour	> 11 Years
Supervisor and Truck	City Ordinance Sec 82-34	\$35.00 per hour	\$40.00 per hour	> 11 Years
Laborer	City Ordinance Sec 82-34	\$16.00 per hour	\$20.00 per hour	> 11 Years



# City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase	
<b>Customer Assistance Program Rebates:</b>					
Gas Advantage Rebate must include Gas heat, hot water and third appliance	City Ordinance Sec 82-34	\$600.00	\$850.00	> 11 Years	
Water heater rebate	City Ordinance Sec 82-34	\$400.00	\$500.00	> 11 Years	
Ranges and dryers will receive a rebate of:	City Ordinance Sec 82-34	\$50.00	\$100.00	> 11 Years	
Gas central heating or Piping system connecting a group of heaters will receive a rebate of:	City Ordinance Sec 82-34	\$200.00	\$300.00	> 11 Years	
Large commercial rebates will be the same as residential or can be calculated at \$50.00 per 100,000 BTU's		Max \$2500.00	Max \$2500.00	> 11 Years	
<b>Appliance Sales:</b>					
Gas appliances will be marked up 15% over cost and sales tax will be added.					
Gas appliances sold to City employees will be sold at cost plus shipping and sales tax will be added.					
<b>Public Works Streets Division</b>					
<b>Signs (Not Installed):</b>					
Handicap Parking Sign	18" x 24"	City Policy	\$55.00	\$55.00	July 1, 2015
Stop Sign	36"	City Policy	\$120.00	\$120.00	July 1, 2015
Other Signs	36"	City Policy	\$120.00	\$120.00	July 1, 2015
<b>Posts (Not Installed):</b>					
12 Feet	U Channel - New Square Breakaway	City Policy	\$50.00	\$50.00	July 1, 2015
<b>Posts and Private Road Street Name Signs:</b>					
Installed		City Policy	\$275.00	\$275.00	July 1, 2015
<b>Public Works Parks Division</b>					
<b>Community Garden</b>					
Raised Bed	4' x 12'	City Policy	\$25.00	\$25.00	July 1, 2022
Ground Plot	15' x 30'	City Policy	\$50.00	\$50.00	July 1, 2022
<b>Solid Waste Collection Fund</b>					
<b>White Goods Collection:</b>					
Cost per item for recyclable metal appliances	City Ordinance Sec 66-6	\$15.00 each	\$20.00 each	July 1, 2012	
<b>Townhome/Apartment/Multi-Family Collection:</b>					
Cost indicated is for each unit	City Ordinance Sec 66-6	\$19.00 per month	\$21.00 per month	July 1, 2017	
<b>Residential Polycarts and Yard Waste:</b>					
Tippage	City Ordinance Sec 66-6	\$4.15	\$4.65	July 1, 2012	
Sanitation	City Ordinance Sec 66-6	\$13.10	\$14.10	July 1, 2017	
Yard Waste	City Ordinance Sec 66-6	\$1.75	\$2.25	July 1, 2012	
Sanitation Deposit	City Ordinance Sec 66-6	\$35.00	\$42.00	July 2, 2012	



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Commercial Polycarts:</b>				
Tippage	City Ordinance Sec 66-6	\$4.15	\$4.75	July 1, 2012
Sanitation	City Ordinance Sec 66-6	\$16.10	\$18.00	July 1, 2017
Yard Waste	City Ordinance Sec 66-6	\$1.75	\$2.25	July 1, 2012
Sanitation Deposit	City Ordinance Sec 66-6		\$50.00	July 1, 2023
<b>Polycarts Replacement:</b>				
Residential Polycarts	City Ordinance Sec 66-6	\$70.00 each	\$85.00 each	July 1, 2017
Commercial Polycarts	City Ordinance Sec 66-6	\$70.00 each	\$85.00 each	July 1, 2017
<b>Commercial Dumpster:</b>				
Dumpster 2 yard				
1 pickup per week	City Ordinance Sec 66-6	\$26.50	\$30.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$53.00	\$60.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$79.50	\$90.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$106.00	\$120.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$132.50	\$150.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$159.00	\$180.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$26.50	\$30.00	July 1, 2017
Dumpster 4 yard				
1 pickup per week	City Ordinance Sec 66-6	\$53.00	\$60.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$106.00	\$120.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$159.00	\$180.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$212.00	\$240.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$265.00	\$300.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$318.00	\$360.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$53.00	\$60.00	July 1, 2017
Dumpster 6 yard				
1 pickup per week	City Ordinance Sec 66-6	\$79.50	\$90.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$159.00	\$180.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$238.50	\$270.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$318.00	\$360.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$397.50	\$450.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$477.00	\$540.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$79.50	\$90.00	July 1, 2017





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Dumpster 8 yard</b>				
1 pickup per week	City Ordinance Sec 66-6	\$106.00	\$120.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$212.00	\$240.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$318.00	\$360.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$424.00	\$480.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$530.00	\$600.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$636.00	\$720.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$106.00	\$120.00	July 1, 2017
<b>Deposit</b>			Monthly Fee x 2	July 1, 2023
<b>Compactor Dumpster Monthly Fee:</b>				
<b>Dumpster 2 yard</b>				
1 pickup per week	City Ordinance Sec 66-6	\$40.00	\$45.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$80.00	\$90.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$120.00	\$135.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$160.00	\$180.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$200.00	\$225.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$240.00	\$270.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$40.00	\$45.00	July 1, 2017
<b>Dumpster 4 yard</b>				
1 pickup per week	City Ordinance Sec 66-6	\$80.00	\$90.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$160.00	\$180.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$240.00	\$270.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$320.00	\$360.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$400.00	\$450.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$480.00	\$540.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$80.00	\$90.00	July 1, 2017
<b>Dumpster 6 yard</b>				
1 pickup per week	City Ordinance Sec 66-6	\$120.00	\$135.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$240.00	\$270.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$360.00	\$405.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$480.00	\$540.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$600.00	\$675.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$720.00	\$810.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$120.00	\$135.00	July 1, 2017



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Dumpster 8 yard</b>				
1 pickup per week	City Ordinance Sec 66-6	\$160.00	\$180.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$320.00	\$360.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$480.00	\$540.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$640.00	\$720.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$800.00	\$900.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$960.00	\$1,080.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$160.00	\$180.00	July 1, 2017
<b>Deposit</b>			Monthly Fee x 2	July 1, 2023
<b>Compactor Dumpster Equipment Lease</b>				
Equipment only monthly lease agreement (60 month minimum) + equipment set up	City Ordinance Sec 66-6	\$450.00	\$500.00	July 1, 2017
<b>Yard Waste Fee:</b>				
Leaf, Limbs and yard trimmings	Monthly Fees Added to Bill	\$1.75	\$2.25	July 1, 2012
<b>Special Pickups:</b>				
Tippage Fee (per ton)	City Ordinance Sec 66-6	\$50.00	\$55.00	July 1, 2017
One hour minimum charge + Tippage fee (variable). After 1 hour, rate assessed in 0.25 hr. intervals.	City Ordinance Sec 66-6	\$95.00 hr. + Tippage	\$125.00 hr. + Tippage	July 1, 2017
Total varies.				
<b>Roll-Off Collection:</b>				
Delivery and Collection trip plus Tippage fees incurred.	City Ordinance Sec 66-6			
Collection Pull Charge (each)	City Ordinance Sec 66-6	\$95.00	\$125.00	July 1, 2017
Tippage Fee (per ton)	City Ordinance Sec 66-6	\$50.00	\$75.00	July 1, 2017
Delivery Charge (each)	City Ordinance Sec 66-6	\$50.00	\$75.00	July 1, 2017
Relocation Charge (each)	City Ordinance Sec 66-6	\$50.00	\$75.00	July 1, 2017
Minimum monthly rental charge (if no collection pull charge is assessed)	City Ordinance Sec 66-6	\$95.00	\$125.00	July 1, 2017
Rolloff collection charge +5 miles	City Ordinance Sec 66-6	\$130.00	\$180.00	July 1, 2021
Rolloff deliver charge +5 miles	City Ordinance Sec 66-6	\$65.00	\$100.00	July 1, 2021
<b>Deposit</b>			Est. Monthly Fee x 3	July 1, 2023
<b>Roll-Off Compactor Collection:</b>				
Collection Pull Charge (each)	City Ordinance Sec 66-6	\$135.00	\$175.00	July 1, 2015
Tippage Fee (per ton)	City Ordinance Sec 66-6	\$50.00	\$75.00	July 1, 2017
Delivery Charge (each)	City Ordinance Sec 66-6	\$50.00	\$75.00	July 1, 2017
<b>Roll-Off Compactor Equipment Lease:</b>				
Equipment only monthly lease agreement (60 month minimum) plus equipment set up	City Ordinance Sec 66-6	\$650.00	\$750.00	July 1, 2015
<b>Deposit</b>			Monthly Fee x 2	July 1, 2023
<b>Fee Credits:</b>				
Elderly/Low Income Credit Monthly Fee Reduction To Bill	City Ordinance Sec 66-7	\$3.95	\$5.00	Aug 04, 2016



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase		
<b>Solid Waste Disposal Fund</b>						
<b>Waste Received:</b>						
Household/Commercial Garbage and Construction/Demolition Material	City Ordinance Sec 66-140	\$40.00 per ton	\$44.00 per ton	July 1, 2012		
Yard Waste & Inert Material	City Ordinance Sec 66-140	\$22.50 per ton	\$25.00 per ton	July 1, 2012		
Recyclable Metals	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012		
Minimum Disposal Handling Fee	City Ordinance Sec 66-140	\$8.00 each	\$15.00 each	July 1, 2012		
Sorted Recyclable Cardboard or Plastic	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012		
Acceptable Cover-Type Soil	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012		
Georgia Department of Transportation	City Ordinance Sec 66-140	No Charge	No Charge	July 1, 2012		
Bulk Tires	City Ordinance Sec 66-140	\$130.00 per ton	\$230.00 per ton	July 1, 2012		
<b>Storm Water Fund</b>						
<b>Storm Water Fee:</b>						
Single Family Residential (SFR)	City Ordinance Sec 82-268	\$5.00	\$5.00	July 1, 2020		
Non-Single Family Residential (NSFR)	City Ordinance Sec 82-268	\$5.00 per ERU*	\$5.00 per ERU*	July 1, 2020		
Note * 1 Equivalent Residential Unit (ERU) = 3200 SF of impervious area						
<b>Reinforced Concrete Pipe Installed for Driveways:</b>						
One and Two family residential driveways only.						
Diameter	Class	Min. Length				
15"	III DOT Approved	8 feet	City Policy	\$27.00	\$27.00	July 1, 2015
18"	III DOT Approved	8 feet	City Policy	\$31.00	\$31.00	July 1, 2015
24"	III DOT Approved	8 feet	City Policy	\$42.00	\$42.00	July 1, 2015
30"	III DOT Approved	8 feet	City Policy	\$54.00	\$54.00	July 1, 2015
36"	III DOT Approved	8 feet	City Policy	\$68.00	\$68.00	July 1, 2015
<b>Water and Sewer Fund</b>						
<b>Residential Customers</b>						
<b>Water and Sewer for Inside City Limits:</b>						
<b>Water:</b>						
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$7.50	\$9.00	July 1, 2016		
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012		
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012		
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012		
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012		
<b>Sewer:</b>						
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$7.50	\$9.00	July 1, 2016		
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.97	July 1, 2012		
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$3.08	July 1, 2012		
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.90	\$3.19	July 1, 2012		



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Water only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$15.00	\$18.00	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
<b>Sewer only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$15.00	\$18.00	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.97	July 1, 2012
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$3.08	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.90	\$3.19	July 1, 2012
<b>Water only Irrigation Inside City Limits:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$15.00	\$18.00	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.25	\$2.25	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.35	\$2.35	July 1, 2012
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
<b>Industrial Customers</b>				
Note * Industrial Customers located within Gateway or Holland Industrial Park requires an Industrial Pretreatment Permit.				
<b>Water and Sewer Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$12.00	N/A	July 1, 2012
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.70	\$4.70	July 1, 2012
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$12.00	N/A	July 1, 2012
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.20	\$5.20	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.40	\$5.40	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.60	\$5.60	July 1, 2012
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$24.00	N/A	July 1, 2012
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.70	\$4.70	July 1, 2012



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$24.00	N/A	July 1, 2012
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.20	\$5.20	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.40	\$5.40	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.60	\$5.60	July 1, 2012
<b>Commercial Customers</b>				
<b>Water and Sewer Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$8.50	N/A	July 1, 2016
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$8.50	N/A	July 1, 2016
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.05	\$3.29	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.40	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.25	\$3.51	July 1, 2012
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$17.00	N/A	July 1, 2016
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.60	\$2.60	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$17.00	N/A	July 1, 2016
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.05	\$3.29	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.40	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.25	\$3.51	July 1, 2012
<b>Governmental Customers</b>				
<b>Water and Sewer Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$13.50	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.05	\$4.05	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$13.50	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.90	\$5.19	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.10	\$5.41	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.35	\$5.67	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$27.00	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.05	\$4.05	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.30	\$4.30	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.50	\$4.50	Sep 24, 2013
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$27.00	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-5 (b)	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.90	\$5.19	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.10	\$5.41	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.35	\$5.67	Sep 24, 2013
<b>Residential Customers</b>				
<b>Water and Sewer for Outside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$15.00	\$18.00	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.30	\$6.30	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$15.00	\$18.00	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.94	Sep 24, 2013
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$6.16	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.80	\$6.38	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$30.00	\$36.00	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.30	\$6.30	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Sewer only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$30.00	\$30.00	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.94	Sep 24, 2013
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$6.16	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.80	\$6.38	Sep 24, 2013
<b>Water only Irrigation Outside City Limits:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$30.00	\$30.00	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
20-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.30	\$6.30	Sep 24, 2013
Note *Industrial Customers located within Gateway or Holland Industrial Park requires an Industrial Pretreatment Permit.				
<b>Industrial Customers</b>				
<b>Water and Sewer for Outside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$12.00	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.30	\$4.30	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$12.00	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$24.00	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.30	\$4.30	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.50	\$4.50	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$4.70	Sep 24, 2013
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$24.00	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.20	\$5.20	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Commercial Customers</b>				
<b>Water and Sewer for Outside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$12.75	N/A	July 1, 2016
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$3.90	\$3.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.05	\$4.05	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.20	\$4.20	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$12.75	N/A	July 1, 2016
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.60	\$4.96	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$5.07	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.85	\$5.23	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$25.50	N/A	July 1, 2016
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$3.90	\$3.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.05	\$4.05	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.20	\$4.20	Sep 24, 2013
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$25.50	N/A	July 1, 2016
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.60	\$4.96	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.70	\$5.07	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.85	\$5.23	Sep 24, 2013
<b>Governmental Customers</b>				
<b>Water and Sewer for Outside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$6.89	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.70	\$7.20	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.00	\$7.52	Sep 24, 2013
<b>Sewer:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.50	\$6.50	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.80	\$6.80	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$7.10	\$7.10	Sep 24, 2013





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$36.00	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.70	\$5.70	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.00	\$6.00	Sep 24, 2013
<b>Sewer Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$36.00	N/A	Sep 24, 2013
See Chart A: "Base Rates by Meter Size" at the end of Water and Sewer Fund Section	City Ordinance Sec 82-65:Sec 82-66	N/A	See Chart	July 1, 2023
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.50	\$6.89	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$6.80	\$7.20	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$7.10	\$7.52	Sep 24, 2013
Note Base Charges for accounts served by a Master Water Meter shall be calculated by multiplying the number of entities served times the appropriate Base Charge.				

**Chart A: Base Rates by Meter Size**

Base Rates by Meter Size	
Meter Size (in inches)	Base Rate (in dollars)
3/4	9.00
1	11.52
1 1/4	15.84
1 1/2	18.72
2	25.92
3	50.40
4	90.00
6	180.00
8	270.00
10	360.00



# City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Fee Credits:</b>				
Elderly/Low Income Credit Monthly Fee Reduction To Bill For Residential Domestic Accounts Inside the City	Resolution 2016-07	\$2.00	\$2.00	Aug 02, 2016
Elderly/Low Income Credit Monthly Fee Reduction To Bill For Residential Domestic Accounts Outside the City	Resolution 2016-07	\$4.00	\$4.00	Aug 02, 2016
<b>Miscellaneous Material, Equipment and Labor Charges:</b>				
For damages to water and sewer infrastructure caused by others:				
Two-man Service Crew and Truck	City Ordinance Sec 82-34	\$55.00 per hour	\$75.00 per hour	> 11 Years
Backhoe and Operator	City Ordinance Sec 82-34	\$65.00 per hour	\$75.00 per hour	> 11 Years
Supervisor and Truck	City Ordinance Sec 82-34	\$35.00 per hour	\$40.00 per hour	> 11 Years
Laborer	City Ordinance Sec 82-34	\$16.00 per hour	\$20.00 per hour	> 11 Years
<b>Reclaimed Water- GSU</b>				
<b>Intergovernmental Agreement with GSU for Reclaimed Water:</b>				
Base Charge for water 0-6,600,000 gallons per month	City Ordinance Sec 82-65;Sec 82-66	\$4,356.00	\$4,356.00	Sep 24, 2013
6,600,001 - 15,000,000 gallons extra per month	City Ordinance Sec 82-65;Sec 82-66	\$0.56	\$0.56	Sep 24, 2013
All Over 15,000,000 gallons extra per month	City Ordinance Sec 82-65;Sec 82-66	\$1.50	\$1.50	Sep 24, 2013
<b>Other than GSU Reclaimed Water:</b>				
Base Charge per month	City Ordinance Sec 82-65;Sec 82-66	\$18.00	\$18.00	Sep 24, 2013
All Usage per 1,000 gallons per month	City Ordinance Sec 82-65;Sec 82-66	\$1.50	\$1.50	Sep 24, 2013
Note	*Supplemental water when Reclaimed water is not available shall be at the lowest billing tier for irrigation of water inside City limits.			
<b>Sewer Tap Fees Inside City Limits:</b>				
4" Sewer (R-6;R-8;R-10;R-15;R-20;R-30;R-40;or R-3 if installed by devel)	City Ordinance Sec 82-62; Sec 82-63	\$200.00	\$200.00	Sep 24, 2013
4" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$600.00	\$600.00	Sep 24, 2013
6" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$1,190.00	\$1,190.00	Sep 24, 2013
8" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$2,975.00	\$2,975.00	Sep 24, 2013
<b>Sewer Tap Fees Outside City Limits:</b>				
4" Sewer (R-6;R-8;R-10;R-15;R-20;R-30;R-40;or R-3 if installed by devel)	City Ordinance Sec 82-62; Sec 82-63	\$300.00	\$300.00	Sep 24, 2013
4" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$900.00	\$900.00	Sep 24, 2013
6" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$1,785.00	\$1,785.00	Sep 24, 2013
8" Sewer	City Ordinance Sec 82-62; Sec 82-63	\$4,463.00	\$4,463.00	Sep 24, 2013
Note	Sewer Tap to serve more than one residential, apartment, business or commercial unit shall be calculated by multiplying the number of units served times the Fee for a 4" Sewer Tap. See Example Below.			
Example	20 apartments served by a single Sewer Tap Inside City Limits			
	20 apartments served by a single Sewer Tap Outside City Limits			
<b>Aid To Construction Fees (ATC Fees) ***</b>				
Note	*** \$1.60 per gallon of sewer per day as calculated based upon ordinance.			
<b>Water Tap Fees Inside City Limits</b>				
3/4"Water(R-6;R-8;R-10;R-15;R-20;R-30;R-40;orR-3 if installed by Developer)	City Ordinance Sec 82-62	\$950.00	\$950.00	Sep 24, 2013
3/4" Water	City Ordinance Sec 82-62	\$1,220.00	\$1,220.00	Sep 24, 2013
1" Water	City Ordinance Sec 82-62	\$1,520.00	\$1,520.00	Sep 24, 2013
1 1/2" Water	City Ordinance Sec 82-62	\$2,740.00	\$2,740.00	Sep 24, 2013
2" Water	City Ordinance Sec 82-62	\$3,800.00	\$3,800.00	Sep 24, 2013
3" Water	City Ordinance Sec 82-62	\$5,320.00	\$5,320.00	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2023 (Adopted)</u>	<u>FY 2024 (Proposed)</u>	<u>Last Known Increase</u>
4" Water	City Ordinance Sec 82-62	\$8,365.00	\$8,365.00	Sep 24, 2013
6" Water	City Ordinance Sec 82-62	\$12,930.00	\$12,930.00	Sep 24, 2013
8" Water	City Ordinance Sec 82-62	\$19,010.00	\$19,010.00	Sep 24, 2013
10" Water	City Ordinance Sec 82-62	\$23,575.00	\$23,575.00	Sep 24, 2013
2" Fire Service	City Ordinance Sec 82-62	\$3,800.00	\$3,800.00	Sep 24, 2013
3" Fire Service	City Ordinance Sec 82-62	\$5,320.00	\$5,320.00	Sep 24, 2013
4" Fire Service	City Ordinance Sec 82-62	\$8,365.00	\$8,365.00	Sep 24, 2013
6" Fire Service	City Ordinance Sec 82-62	\$12,930.00	\$12,930.00	Sep 24, 2013
8" Fire Service	City Ordinance Sec 82-62	\$19,010.00	\$19,010.00	Sep 24, 2013
10" Fire Service	City Ordinance Sec 82-62	\$23,575.00	\$23,575.00	Sep 24, 2013
12" Fire Service	City Ordinance Sec 82-62	N/A	\$28,575.00	Jul 01, 2023
<b><u>Water Tap Fees Outside City Limits</u></b>				
3/4"Water(R-6;R-8;R-10;R-15;R-20;R-30;R-40;or R-3 if installed by devel)	City Ordinance Sec 82-62	\$1,428.00	\$1,428.00	Sep 24, 2013
3/4" Water	City Ordinance Sec 82-62	\$1,825.00	\$1,825.00	Sep 24, 2013
1" Water	City Ordinance Sec 82-62	\$2,280.00	\$2,280.00	Sep 24, 2013
1 1/2" Water	City Ordinance Sec 82-62	\$4,110.00	\$4,110.00	Sep 24, 2013
2" Water	City Ordinance Sec 82-62	\$5,700.00	\$5,700.00	Sep 24, 2013
3" Water	City Ordinance Sec 82-62	\$7,895.00	\$7,895.00	Sep 24, 2013
4" Water	City Ordinance Sec 82-62	\$12,550.00	\$12,550.00	Sep 24, 2013
6" Water	City Ordinance Sec 82-62	\$19,390.00	\$19,390.00	Sep 24, 2013
8" Water	City Ordinance Sec 82-62	\$28,515.00	\$28,515.00	Sep 24, 2013
10" Water	City Ordinance Sec 82-62	\$35,360.00	\$35,360.00	Sep 24, 2013
2" Fire Service	City Ordinance Sec 82-62	\$5,700.00	\$5,700.00	Sep 24, 2013
3" Fire Service	City Ordinance Sec 82-62	\$7,895.00	\$7,895.00	Sep 24, 2013
4" Fire Service	City Ordinance Sec 82-62	\$12,550.00	\$12,550.00	Sep 24, 2013
6" Fire Service	City Ordinance Sec 82-62	\$19,390.00	\$19,390.00	Sep 24, 2013
8" Fire Service	City Ordinance Sec 82-62	\$28,515.00	\$28,515.00	Sep 24, 2013
10" Fire Service	City Ordinance Sec 82-62	\$35,360.00	\$35,360.00	Sep 24, 2013
12" Fire Service	City Ordinance Sec 82-62	N/A	\$42,862.00	Jul 01, 2023
<b><u>Temporary Water Service From Fire Hydrants:</u></b>				
A refundable security deposit per meter set will be charged	City Ordinance Sec 82-4	\$700.00	\$700.00	Sep 24, 2013
A one time service fee to set each meter will be charged	City Ordinance Sec 82-4	\$60.00	\$60.00	Sep 24, 2013
Note Actual water usage will be charged and billed using the applicable water rate schedule as determined by the Water/Sewer Superintendent.				
<b><u>Septic Tank Hauler Sewer Fees (Approved):</u></b>				
Regular/Single Family Septic Fee per 1000 gallon truck capacity	City Ordinance Sec 82-196	\$65.00	\$65.00	Sep 24, 2013
Grease Trap Grey Water Septic Fee per 1000 gal. truck capacity or discharge	City Ordinance Sec 82-196	\$65.00	\$65.00	Sep 24, 2013
Fees for Portable Toilets per load (maximum 500 gallon per load)	City Ordinance Sec 82-196	\$37.50	\$37.50	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2024

Fee Description:	Government Statute	FY 2023 (Adopted)	FY 2024 (Proposed)	Last Known Increase
<b>Water Testing Fees:</b>				
All City of Statesboro Water Customers	City Ordinance Sec 82-113	N/A	N/A	> 15 Years
For all others	City Ordinance Sec 82-113	\$100.00	\$100.00	> 15 Years
<b>Water Service Fee:</b>	City Ordinance Sec 82-65:Sec 82-66	\$30.00	\$30.00	July 1, 2015
<b>Return Trip Service Fees:</b>				
Note: There will be a \$50.00 fee for each additional trip that service personnel have to make to turn water service on, where the meter indicates that water may be flowing in the house and no one is at home to turn the water off. Under these circumstances, the City personnel have no choice but to cut the service back off to protect from possible flooding of the building. They then must return at a later time to turn the service back on.				
<b>Deposit &amp; AEC Charges:</b>				
Account Establishment Charge:	City Ordinance Sec 82-61	\$40.00	\$40.00	July 1, 2015
Water Deposit	City Ordinance Sec 82-70	\$85.00	\$85.00	> 11 Years
Irrigation Deposit	City Ordinance Sec 82-70	\$85.00	\$85.00	> 11 Years
<b>Non Payment Collection Fee:</b>	City Ordinance Sec 82-70	\$75.00	\$75.00	July 1, 2015
<b>Return Check Fee</b>	City Ordinance Sec 82-70	\$35.00	\$35.00	> 11 Years
<b>5 Day Cleaning Turn On Fee plus consumption:</b>	City Ordinance Sec 82-70			July 1, 2015

Note Charges shall be the sum of water base charge + sewer base charge + sanitation charge + service fee + consumption.

Note: The Fire Sprinkler Systems Fee is to cover the cost of inspections made by the Fire Department. The fire department sends a copy of the report to the Water/Sewer Department in case EPD needs to review them. The two departments work together to set the rate.

Note: Irrigation rates are the same for all classifications.

### Late Payments:

The late payment charge referenced in Section 66-6(e) of the solid waste ordinance, in Section 82-38(b) of the natural gas utility ordinance, in Section 82-70 (b) of the water service utility ordinance, section 82068 of sanitation sewer utility service and in Section 82-271 of the Stormwater ordinance shall be 10% of the outstanding principal balance.

Unless otherwise agreed to in writing by an obligor or otherwise provided for by general law or ordinance, obligations for the payment of money to City that arise out of a transaction to sell or furnish, or the sale of, or furnishing of, goods or services by the city to an obligor are commercial accounts, and shall be assessed the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16. However, utility accounts that are assessed a 10% late charge shall not be charged the maximum rate of interest allowed for commercial accounts as provided for in O.C.G.A. 7-4-16.

## STATESBORO MUNICIPAL COURT

GA0160100

## FINES LIST

FY 2024

Violation Code	Description	Total Fines
15-50	FAILURE TO HAVE CONTROL OF VEHICLE	\$455.00
16-10-25	GIVING FALSE NAME/ADDR/DOB TO OFFICER	\$745.00
16-11-36	LOITERING OR PROWLING	\$745.00
16-11-39	DISORDERLY CONDUCT	\$745.00
16-13-30(J) mis	POSSESSION OF MARIJUANA LESS THAN AN OUN	\$1,098.00
16-13-30(J)(1)	POSSESSION OF MARIJUANA MORE THAN 1 OZ	\$1,098.00
16-13-30(J)(1)	POSSESSION OF MARIJUANA MORE THAN 1 OZ	\$1,098.00
16-13-30(J)mis	POSSESSION OF MARIJUANA LESS THAN AN OUN	\$1,098.00
16-13-32.2	POSSESSION OF DRUG RELATED OBJECTS	\$530.00
16-13-32.2(A)	POSSESSION OF DRUG RELATED OBJECT	\$530.00
16-7-43	LITTERING	\$185.00
16-8-14	SHOPLIFTING	\$745.00
16-8-14 (1ST)	THEFT BY SHOPLIFTING MISD	\$745.00
16-8-14 (2ND)	THEFT BY SHOPLIFING - 2ND - MISDEMEANOR	\$745.00
16-9-4	FALSE/FICITIOUS/ALTERED ID	\$745.00
18-234-4	REMOVAL OF IMPROPERLY PARKED VEHICLE(S)	\$660.00
18-238-8	SURVEILLANCE OF PROPERTY FOR TOWING	\$660.00
18-240-10	TOWING VIOLATION	\$745.00
18-241	TOWING COMPLIANCE	\$1,000.00
18-244	WRECKER MUST FOLLOW TRAFFIC LAWS	\$162.00
11212203.3	PARKING AND STORAGE OF CERTAIN VEHICLES	\$162.00
25-10-2	FIREWORKS PROHIBITED	\$745.00
3-3-23	SALE OF ALCOHOLIC BEVERAGES TO MINOR	\$455.00
3-3-23(A)(1)	FURNISHING ALCOHOLIC BEVERAGES TO PERSO	\$455.00
3-3-23(A)(2) OP	POSSESSION OF ALCOHOLIC BEVERAGE WHILE O	\$605.00
3-3-23(A)(2) OP	POSSESSION OF ALCOHOLIC BEVERAGE WHILE O	\$605.00
3-3-23(A)(2) PU	ATTEMPT/PURCHASE ALCOHOLIC BEVERAGE - UN	\$455.00
3-3-23(A)(3)	MISREPRESENTING AGE TO OBTAIN ALCOHOLIC	\$605.00
3-3-23(A)(4)	NO PERSON SHALL PUR ALCOH FOR UNDERAGE P	\$455.00
3-3-23(A)(5)	MISREPRESENTING IDENTITY OR FALSE ID TO	\$605.00
3-3-23.1	CONTRIBUTING ALCOHOL TO PERSONS UNDER 21	\$455.00
3-3-23.1	UNLAWFUL SALE OF ALOHOLIC BEVERAGE	\$455.00
3-3-23.1 (CON)	POSSESSION OF ALCOHOLIC BEVERAGE BY PERS	\$605.00
3-3-23.1(A)	ALCOHOL- UNDERAGE CONSUMPTION/PURCHASE/P	\$605.00
3-3-23A2C	POSSESSION OF ALCOHOL BY MINOR	\$605.00
3-3-23A2C	POSSESSION OF ALCOHOL BY MINOR	\$605.00
1162307	BURNING W/O A PERMIT (INT.FIRE CODE)	\$162.00
38-102	LOUD NOISE WHICH ANNOYS, DISTRUBS OR END	\$162.00
38-103	NOISE ORDINANCE (VEHICLE/RESIDENCE) CITY	\$162.00
38-103 (2ND)	NOISE ORDINANCE 2ND OFFENSE	\$278.00
38-26	NUISANCE DEFINED 38-26-(8)	\$70.00
38-28 (c)1	UNFIT BLDG/STRUCTURE	\$250.00
38-43	DELAPIDATED BLDG - UNFITNESS	\$70.00
40-1-3	PERMITTING UNLAWFUL OPERATION OF VEHICLE	\$162.00
40-1-8(G)	VIOLATION OF OUT OF SERVICE ORDER	\$162.00
40-13-2.1	REFUSAL TO SIGN CITATION(Georgia License	\$162.00
40-2-140(c)	GA INTERSTATE MOTOR CARRIER REGISTRATION	\$162.00
40-2-20	DRIVING WITHOUT A TAG	\$162.00
40-2-21	30 DAYS TO TRANSFER TAG	\$162.00
40-2-28	OPERATING AN UNREGISTERED TRAILER(NO TAG	\$162.00
40-2-29	NO REGISTRATATION/TAG	\$162.00
40-2-38	IMPROPER USE OF DEALER TAG	\$162.00
40-2-41	OBSCURRED OR MISSING LICENSE PLATES	\$162.00
40-2-42	IMPROPER TRANSFER OF LICENSE PLATE/DECAL	\$162.00
40-2-5	TAGS: USE OF TAG TO CONCEAL IDENTITY	\$162.00
40-2-6	TAGS: ALTERATION/IMPROPER PLATES	\$162.00
40-2-6.1	OBSCURING LICENSE PLATE	\$162.00
40-2-7	TAGS: REMOVING/AFFIXING TAG W/INTENT	\$162.00
40-2-8	EXPIRED TAG	\$162.00
40-2-8 NEWRES	NEW RESIDENT MUST REGISTER IN GEORIGA WI	\$162.00
40-2-8(B)(1)	DRIVING W/O PLATE/CURRENT REV. DECAL	\$162.00
40-2-8(B)(2)	TAGS: NEW RESIDENT HAS 30 DAYS TO REG.	\$162.00
40-2-8.1	OPERATING VEH. W/O REQ. DECAL AFFIXED	\$162.00
40-2-88	OPERATING W/O IRP REGISTRATION	\$162.00
40-2-90	OPERATION OF VEHICLE REGISTERED IN OTHER	\$162.00
40-2-90B	NEW RESIDENT HAS 30 DAYS TO OBTAIN TAG	\$162.00
40-2-90B1	IMPROPER REG. OF VEHICLE	\$162.00
40-5-120	UNLAWFUL USE OF LICENSE OR IDENTIFICATIO	\$745.00

## STATESBORO MUNICIPAL COURT

GA0160100

## FINES LIST

FY 2024

Violation Code	Description	Total Fines
40-5-120(3)	POSSESSION OF FALSE OR FICTIOUS LICENSE	\$745.00
40-5-121	DRIVING WHILE LIC. SUSP/REVOKED 1ST OFFENSE	\$745.00
40-5-121	DRIVING WHILE LIC. SUSP/REVOKED 2ND OFFENSE	\$1,395.00
40-5-121	DRIVING WHILE LIC. SUSP/REVOKED 3RD OFFENSE	\$2,045.00
40-5-121	DRIVING WHILE LIC. SUSP/REVOKED 4TH OFFENSE	\$2,695.00
40-5-121	DRIVING WHILE LIC. SUSP/REVOKED 5TH OFFENSE	\$3,345.00
40-5-122	LICENSE: PERMIT UNLIC. PERSON TO DRIVE	\$162.00
40-5-123	LICENSE: PERMIT UNAUTH. MINOR TO DRIVE	\$162.00
40-5-125	LICENSE: POSSESSION OF FRAUDULANT LIC.	\$162.00
40-5-146	DRIVING A COMMERCIAL VEHICLE WITHOUT A V	\$162.00
40-5-149	EXPIRED OR NO DRIVERS LICENSE	\$62.00
40-5-20	DRIVING WITHOUT A VALID LICENSE	\$745.00
40-5-20	REGISTRATION/LICENSE OF VEHICLE	\$162.00
40-5-20 1ST	DRIVING ON EXPIRED LICENSE	\$162.00
40-5-20 EXP	DRIVING WITH AN EXPIRED DRIVERS LICENSE	\$162.00
40-5-20A	NO VALID LICENSE	\$745.00
40-5-20B	ALLOWING UNLICENSED PERSON TO DRIVE	\$162.00
40-5-23	WRONG CLASS OF DRIVERS LICENSE	\$162.00
40-5-24	INSTRUCTION/GRADUATED/TEMP LICENSE	\$162.00
40-5-24(A)(1)	VIOL. OF CLASS CP LICENSE RESTRICTION	\$162.00
40-5-24A	VIOLATION OF CLASS D LICENSE	\$162.00
40-5-24A1	VIOLATION OF CLASS CP LICENSE	\$162.00
40-5-24C	VIOLATION OF CLASS MP LICENSE	\$162.00
40-5-29	LICENSE: DRIVING W/O LICENSE ON PERSON	\$62.00
40-5-29A	NO LICENSE ON PERSON	\$62.00
40-5-29B	LICENSE TO BE EXAMINED ON DEMAND	\$162.00
40-5-30	VIOLATING RESTRICTIONS OF DRIVER LICENSE	\$162.00
40-5-30(C)	DRIVING IN VIOLATION OF LICENSE RESTRICT	\$162.00
40-5-32	EXPIRED OR NO DRIVER'S LICENSE	\$162.00
40-5-33	LICENSE: 60 DAYS TO CHANGE NAME/ADDRESS	\$162.00
40-5-45(A)	IMPROPER PASSING (WITHIN 100 FT OF INT.)	\$162.00
40-5-58(6)(A)(i)	VIOLATION OF HV PROBATIONARY LICENSE	\$745.00
40-5-64	LICENSE: VIOLATION OF COND. OF PERMIT	\$162.00
40-5-67	DRIVING IN VIOLATION OF CONDITION OF PER	\$162.00
40-5-75	SUSP. LICENSE FOR PERSON CONVICTED OF VG	\$745.00
40-6-10	NO INSURANCE	\$745.00
40-6-10A	NO PROOF OF INSURANCE	\$745.00
40-6-11	MOTORCYCLE: NO INSURANCE	\$745.00
40-6-11C	MOTORCYCLE: NO PROOF OF INSURANCE	\$74.00
40-6-120	IMPROPER TURN	\$162.00
40-6-120A1	IMPROPER RIGHT TURN	\$162.00
40-6-120A2	IMPROPER LEFT TURN	\$162.00
40-6-120B	FAILURE TO OBEY TURNING DEVICE	\$162.00
40-6-121	IMPROPER U-TURN	\$162.00
40-6-121 (1)	IMPROPER U-TURN (CURVE)	\$162.00
40-6-121 (3)	IMPROPER U-TURN	\$162.00
40-6-122	STARTING PARKED VEHICLE UNSAFELY	\$162.00
40-6-123	FAIL TO SIGNAL LANE CHANGE OR TURN	\$162.00
40-6-123(A)	IMPROPER LANE CHANGE	\$162.00
40-6-123(C)	IMPROPER STOPPING ON ROADWAY	\$162.00
40-6-123A	IMPROPER/ERRATIC LANE CHANGE W/ ACC	\$162.00
40-6-123C	IMPROPER STOPPING ON ROADWAY	\$162.00
40-6-124	FAIL TO USE SIGNAL/IMPROPER SIGNAL	\$162.00
40-6-125	IMPROPER USE OF HAND SIGNALS	\$162.00
40-6-126	IMPROPER USE OF CENTRAL TURN LANE	\$162.00
40-6-14	NOISE VIOLATION (LOUD MUSIC FR. VEHICLE) 1ST OFFENSE	\$162.00
40-6-14	NOISE VIOLATION (LOUD MUSIC FR. VEHICLE) 2ND OFFENSE	\$278.00
40-6-14	NOISE VIOLATION (LOUD MUSIC FR. VEHICLE) 3RD OFFENSE	\$511.00
40-6-140	FAIL TO STOP AT RAILROAD CROSSING	\$162.00
40-6-140(b)	FAILURE TO OBEY RR GRADE CROSSING RESTRI	\$162.00
40-6-140(c)	FAILURE TO OBEY RR GRADY CROSSING RESTRI	\$162.00
40-6-140(d)	FAILURE TO SLOW FOR RR GRADE CROSSING	\$162.00
40-6-140(e)	DRIVING OVER RR GRADE CROSSING WHEN TRAI	\$162.00
40-6-140(f)	DRIVING OVER RR GRADE CROSSING WITHOUT S	\$162.00
40-6-140(g)	DRIVING OVER RR GRADE CROSSING WITHOUT S	\$162.00
40-6-140B	DISREGARDING R.R. CROSSING BARRIER	\$162.00
40-6-141	FAILURE TO STOP AT STOP SIGN AT R-R XING	\$162.00
40-6-144	DRIVER/YIELD/SIDEWALK	\$162.00
40-6-144	DRIVING ON SIDEWALK	\$162.00

## STATESBORO MUNICIPAL COURT

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## FINES LIST

FY 2024

Violation Code	Description	Total Fines
40-6-15	DRIVING WITH SUSPENDED REGISTRATION	\$745.00
40-6-161	HEADLIGHTS REQUIRED (SCHOOL BUS)	\$162.00
40-6-161(A)	HEADLIGHTS REQUIRED WHEN TRANSPORTING CH	\$162.00
40-6-163	FAIL TO STOP FOR SCHL BUS LOADING/UNLOAD	\$745.00
40-6-163(A)	FAILURE TO STOP FOR SCHOOL BUS LOADING A	\$745.00
40-6-16B	PASSING STATIONARY EMERGENCY VEHICLE	\$745.00
40-6-180	TOO FAST FOR CONDITIONS	\$162.00
40-6-181	SPEEDING 00-14 OVER	\$185.00
40-6-181	SPEEDING 15-18 OVER	\$220.00
40-6-181	SPEEDING 19-23 OVER	\$255.00
40-6-181	SPEEDING 24-99 OVER	\$745.00
40-6-184	IMPEDING TRAFFIC FLOW	\$162.00
40-6-184(C)	IMPEDING FLOW OF TRAFFIC	\$162.00
40-6-186	RACING ON HIGHWAYS OR STREETS	\$745.00
40-6-2	FAILURE TO OBEY PERSON DIRECTING TRAFFIC	\$162.00
40-6-20	DISOBEY TRAFFIC CONTROL DEVICE	\$162.00
40-6-200	IMPROPER PARKING	\$162.00
40-6-200A	IMPROPER PARKING	\$162.00
40-6-201	LEAVING VEHICLE UNATTENDED	\$162.00
40-6-202	STOP/STAND/PARK OUTSIDE BUS/RES DISTRICT	\$162.00
40-6-202	ILLEGAL PARKING	\$162.00
40-6-203	IMPROPER STOPPING/PARKING ON ROADWAY	\$162.00
40-6-203(A)(2)(	IMPROPERLY PARKING IN FRONT OF A DRIVEWA	\$162.00
40-6-205	OBSTRUCTING AN INTERSECTION	\$162.00
40-6-222	HANDICAPPED PARKING VIOLATION-PERMIT	\$190.00
40-6-226	VIOLATION OF HANDICAPPED PARKING	\$190.00
40-6-23	VIOLATION OF FLASHING RED SIGNAL	\$162.00
40-6-23	VIOLATION OF FLASHING YELLOW SIGNAL	\$162.00
40-6-24	LANE DIRECTION VIOLATION	\$162.00
40-6-240	IMPROPER BACKING	\$162.00
40-6-241	FAILURE TO EXERCISE DUE CARE	\$50.00
40-6-241(B)	FAILURE TO EXERCISE DUE CARE	\$50.00
40-6-241B	FAILURE TO EXERCISE DUE CARE	\$50.00
40-6-241C	UNLAWFUL USE OF WIRELESS DEVICE 1ST OFFENSE	50.00
40-6-241D	UNLAWFUL USE OF WIRELESS DEVICE IN CMV 1ST OFFENSE	\$50.00
40-6-241D	UNLAWFUL USE OF WIRELESS DEVICE IN CMV 2ND OFFENSE	\$100.00
40-6-241D	UNLAWFUL USE OF WIRELESS DEVICE IN CMV 3RD OFFENSE	\$150.00
40-6-242(B)	PASSENGER SHALL NOT INTERFER WITH THE DRIVER	\$162.00
40-6-243	OPENNING DOORS TO MOVING TRAFFIC	\$162.00
40-6-244	UNSAFE OPERATION OF VEHICLE	\$162.00
40-6-246	COASTING PROHIBITED	\$162.00
40-6-248	IMPROPER LANE/LOC ON FIRE HOSE	\$745.00
40-6-248.1	FAILURE TO SECURE LOAD	\$162.00
40-6-249	LITTERING HIGHWAY	\$185.00
40-6-250	DEVICE WORN THAT IMPAIRS HEARING/VISION	\$162.00
40-6-251	LAYING DRAG OR RECKLESS CONDUCT W/AUTO	\$745.00
40-6-253	CONSUMPTION/POSSESSION OF ALCOHOL	\$325.00
40-6-254	FAILURE TO SECURE LOAD	\$162.00
40-6-255	GASOLINE DRIVE-OFF	\$745.00
40-6-26(B)	DRIVING ON CLOSED ROADWAY	\$162.00
40-6-26B	DRIVING ON HIGHWAY CLOSED TO PUBLIC	\$162.00
40-6-270	LEAVING SCENE OF ACCIDENT/HIT & RUN	\$745.00
40-6-271	DUTY UPON STRIKING UNATTENDED VEHICLE	\$745.00
40-6-272	STRIKING FIXED OBJECT	\$745.00
40-6-273	FAIL TO REPORT ACCIDENT	\$745.00
40-6-291	TRAFFIC LAWS APPLY TO BICYCLES ON ROAD	\$162.00
40-6-292	NO RIDING ON HANDLEBARS OF BICYCLE	\$162.00
40-6-292(A)	RIDING ON HANDLEBARS PROHIBITED(BICYCLES	\$162.00
40-6-293	PERSON ON BIKE/SKATES/WAGON CLING TO VEH	\$162.00
40-6-294	BICYCLE MUST BE ON RIGHT SIDE OF ROADWAY	\$162.00
40-6-294(c)	PERSONS RIDING BICYCLES UPON A ROADWAY S	\$162.00
40-6-294B	BICYCLE: MORE THAN 2 ABREAST ON ROAD	\$162.00
40-6-296	BICYCLE: EQUIPMENT REQUIREMENT	\$162.00
40-6-296A	LIGHTS/REFLECTORS ON BICYCLE	\$162.00
40-6-297(b)	VIOLATE SAFETY EQUIPMENT OR STANDARDS FO	\$162.00
40-6-298	BICYCLE: ALLOWING CHILD TO VIOLATE LAW	\$162.00
40-6-31	FAILURE TO DIM HEADLIGHTS	\$162.00
40-6-310	TRAFFIC LAWS APPLICABLE TO MOTORCYCLES	\$162.00
40-6-311	UNSAFE OPERATION OF MOTORCYCLE	\$162.00

## STATESBORO MUNICIPAL COURT

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## FINES LIST

FY 2024

Violation Code	Description	Total Fines
40-6-311(E)	OPERATOR AND PASSENGERS MUST WEAR SHOE	\$162.00
40-6-311A	REGULAR SEATS-MOTORCYCLE	\$162.00
40-6-311C	CARRYING ARTICLE, HANDS NOT ON HANDLEBAR	\$162.00
40-6-312	MOTORCYCLE LANE VIOLATION	\$162.00
40-6-312(B)	PASSING IN SAME LANE AS ANOTHER VEHICLE	\$162.00
40-6-312(C)	OPERATING BETWEEN LANES OF TRAFFIC PROHI	\$162.00
40-6-312(D)	MORE THAN TWO ABREAST IN A SINGLE LANE P	\$162.00
40-6-312(E)	MUST HAVE HEADLIGHT AND TAILLIGHT ON WHI	\$162.00
40-6-314(A)	MUST BE EQUIPPED WITH FOOTREST FOR PASSENGER	\$162.00
40-6-314(B)	HANDLEBARS MORE THAN 15" ABOVE SEAT AND	\$162.00
40-6-315	OPERATING MOTORCYCLE W/O EYE PROTECTION	\$162.00
40-6-315(A)	OPERATOR AND PASSENGER MUST HAVE HELMET	\$162.00
40-6-315(B)	OPERATOR AND PASSENGER MUST HAVE EYE PRO	\$162.00
40-6-315A	NO HELMET (MOTORCYCLE)	\$162.00
40-6-315B	MOTORCYCLE: MUST HAVE EYE PROTECTION	\$162.00
40-6-315E	MOTORCYCLE: MUST WEAR SHOES	\$162.00
40-6-331	MOTORIZED CART VIOLATION	\$162.00
40-6-350	TRAFFIC LAWS APPLICABLE TO MOPEDS	\$162.00
40-6-351	LICENSE: MOPED OPERATORS NEED LICENSE	\$162.00
40-6-352	OPERATOR OF MOPED MUST HAVE A HELMET	\$162.00
40-6-390	RECKLESS DRIVING	\$795.00
40-6-391	DUI ALOCHOL/DRUGS 1ST OFFENSE	\$1,576.00
40-6-391	DUI ALOCHOL/DRUGS 2ND OFFENSE	\$1,900.00
40-6-391	DUI ALOCHOL/DRUGS 3RD OFFENSE	\$2,800.00
40-6-391 (L)	ENDANGERING A CHILD WHILE D.U.I.	\$1,576.00
40-6-391(A)(1)	DRIVING UNDER THE INFLUENCE-LESS SAFE-AL 1ST OFF.	\$1,576.00
40-6-391(A)(1)	DRIVING UNDER THE INFLUENCE-LESS SAFE-AL 2ND OFF.	\$1,900.00
40-6-391(A)(1)	DRIVING UNDER THE INFLUENCE-LESS SAFE-AL 3RD OFF.	\$2,800.00
40-6-391(A)(2)	DRIVING UNDER THE INFLUENCE-LESS SAFE-DR 1ST OFF.	\$1,576.00
40-6-391(A)(2)	DRIVING UNDER THE INFLUENCE-LESS SAFE-DR 2ND OFF.	\$1,900.00
40-6-391(A)(2)	DRIVING UNDER THE INFLUENCE-LESS SAFE-DR 3RD OFF.	\$2,800.00
40-6-391(A)(3)	DRIVING UNDER THE INFLUENCE-GLUE OR OTHE 1ST OFF.	\$1,576.00
40-6-391(A)(3)	DRIVING UNDER THE INFLUENCE-GLUE OR OTHE 2ND OFF.	\$1,900.00
40-6-391(A)(3)	DRIVING UNDER THE INFLUENCE-GLUE OR OTHE 3RD OFF.	\$2,800.00
40-6-391(A)(4)	DRIVING UNDER THE INFLUENCE-COMBINATION 1ST OFF.	\$1,576.00
40-6-391(A)(4)	DRIVING UNDER THE INFLUENCE-COMBINATION 2ND OFF.	\$1,900.00
40-6-391(A)(4)	DRIVING UNDER THE INFLUENCE-COMBINATION 3RD OFF.	\$2,800.00
40-6-391(A)(4)	DUI-COMBINATION OF 1-3 1ST OFFENSE	\$1,576.00
40-6-391(A)(4)	DUI-COMBINATION OF 1-3 2ND OFFENSE	\$1,900.00
40-6-391(A)(4)	DUI-COMBINATION OF 1-3 3RD OFFENSE	\$2,800.00
40-6-391(A)(5)	DRIVING UNDER THE INFLUENCE .08 GMS. OR 1ST OFFENSE	\$1,576.00
40-6-391(A)(5)	DRIVING UNDER THE INFLUENCE .08 GMS. OR 2ND OFFENSE	\$1,900.00
40-6-391(A)(5)	DRIVING UNDER THE INFLUENCE .08 GMS. OR 3RD OFFENSE	\$2,800.00
40-6-391(A)(5)	DUI-.08 OR MORE 1ST OFFENSE	\$1,576.00
40-6-391(A)(5)	DUI-.08 OR MORE 2ND OFFENSE	\$1,900.00
40-6-391(A)(5)	DUI-.08 OR MORE 3RD OFFENSE	\$2,800.00
40-6-391(A)(6)	DRIVING UNDER THE INFLUENCE-DRUGS 1ST OFFENSE	\$1,576.00
40-6-391(A)(6)	DRIVING UNDER THE INFLUENCE-DRUGS 2ND OFFENSE	\$1,900.00
40-6-391(A)(6)	DRIVING UNDER THE INFLUENCE-DRUGS 3RD OFFENSE	\$2,800.00
40-6-391(A)(6)	DUI-DRUGS 1ST OFFENSE	\$1,576.00
40-6-391(A)(6)	DUI-DRUGS 2ND OFFENSE	\$1,900.00
40-6-391(A)(6)	DUI-DRUGS 3RD OFFENSE	\$2,800.00
40-6-391(I)	DRIVING UNDER THE INFLUENCE / COMMERCIAL 1ST OFF.	\$1,576.00
40-6-391(I)	DRIVING UNDER THE INFLUENCE / COMMERCIAL 2ND OFF.	\$1,900.00
40-6-391(I)	DRIVING UNDER THE INFLUENCE / COMMERCIAL 3RD OFF.	\$2,800.00
40-6-391(K)(1)	DRIVING UNDER THE INFLUENCE-UNDER 21 YEA 1ST OFF.	\$1,576.00
40-6-391(K)(1)	DRIVING UNDER THE INFLUENCE-UNDER 21 YEA 2ND OFF.	\$1,900.00
40-6-391(K)(1)	DRIVING UNDER THE INFLUENCE-UNDER 21 YEA 3RD OFF.	\$2,800.00
40-6-391(K)(1)	DUI: ENDANGERING A CHILD 1ST OFFENSE	\$1,576.00
40-6-391(K)(1)	DUI: ENDANGERING A CHILD 2ND OFFENSE	\$1,900.00
40-6-391(K)(1)	DUI: ENDANGERING A CHILD 3RD OFFENSE	\$2,800.00
40-6-391(i)	DUI/COMMERCIAL VEHICLE-MORE THAN .04GM. 1ST OFFENSE	\$1,576.00
40-6-391(i)	DUI/COMMERCIAL VEHICLE-MORE THAN .04GM. 2ND OFFENSE	\$1,900.00
40-6-391(i)	DUI/COMMERCIAL VEHICLE-MORE THAN .04GM. 3RD OFFENSE	\$2,800.00
40-6-391(k)(1)	DUI-UNDER 21 YOA; OVER .02 gms	\$1,576.00
40-6-391A1	DUI - ALCOHOL LESS SAFE 1ST OFFENSE	\$1,576.00
40-6-391A1	DUI - ALCOHOL LESS SAFE 2ND OFFENSE	\$1,900.00
40-6-391A1	DUI - ALCOHOL LESS SAFE 3RD OFFENSE	\$2,800.00
40-6-391A2	DUI - DRUGS LESS SAFE 1ST OFFENSE	\$1,576.00



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Violation Code	Description	Total Fines
40-6-391A2	DUI - DRUGS LESS SAFE 2ND OFFENSE	\$1,900.00
40-6-391A2	DUI - DRUGS LESS SAFE 3RD OFFENSE	\$2,800.00
40-6-391A3	DUI - GLUE/AEROSOL/TOXIC VAPOR LESS SAFE 1ST OFF.	\$1,576.00
40-6-391A3	DUI - GLUE/AEROSOL/TOXIC VAPOR LESS SAFE 2ND OFF.	\$1,900.00
40-6-391A3	DUI - GLUE/AEROSOL/TOXIC VAPOR LESS SAFE 3RD OFF.	\$2,800.00
40-6-391A4	DUI - COMBO ANY COMBINATION OF A1/A2/A3 1ST OFFENSE	\$1,576.00
40-6-391A4	DUI - COMBO ANY COMBINATION OF A1/A2/A3 2ND OFFENSE	\$1,900.00
40-6-391A4	DUI - COMBO ANY COMBINATION OF A1/A2/A3 3RD OFFENSE	\$2,800.00
40-6-391A5	DUI - ALCOHOL 0.08 GM OR MORE,21 OR OVER 1ST OFFENSE	\$1,576.00
40-6-391A5	DUI - ALCOHOL 0.08 GM OR MORE,21 OR OVER 2ND OFFENSE	\$1,900.00
40-6-391A5	DUI - ALCOHOL 0.08 GM OR MORE,21 OR OVER 3RD OFFENSE	\$2,800.00
40-6-392	DUI-REFUSAL 1ST OFFENSE	\$1,576.00
40-6-392	DUI-REFUSAL 2ND OFFENSE	\$1,900.00
40-6-392	DUI-REFUSAL 3RD OFFENSE	\$2,800.00
40-6-395	FLEEING/ATTEMPTING TO ELUDE POLICE	\$745.00
40-6-395(MISD)	FLEEING OR ATTEMPTING TO ELUDE POLICE OF	\$745.00
40-6-397	AGGRESSIVE DRIVING	\$745.00
40-6-40	OBSTRUCTING TRAFFIC/FTY ROW	\$162.00
40-6-40(B)	SLOWER VEHICLE MUST KEEP TO THE RIGHT	\$162.00
40-6-40(D)	IMPEDING THE FREE FLOW OF TRAFFIC	\$162.00
40-6-40A	DRIVING WRONG SIDE OF UNDIVIDED STREET	\$162.00
40-6-40A	DRIVING ON THE WRONG SIDE OF UNDIVIDED S	\$162.00
40-6-40B	SLOWER VEH. MUST KEEP TO RIGHT	\$162.00
40-6-40C	LANE VIOLATION	\$162.00
40-6-40D	IMPEDING FLOW BY DRIVING SIDE BY SIDE	\$162.00
40-6-41	VEHICLE PASSING IN OPPOSITE DIRECTION	\$162.00
40-6-42	IMPROPER PASSING ON LEFT	\$162.00
40-6-42(2)	DRIVER SHALL NOT INCREASE SPEED WHILE BE	\$162.00
40-6-42.2	INCREASING SPEED WHILE BEING PASSED	\$162.00
40-6-43	OVERTAKE AND PASS ON RIGHT	\$162.00
40-6-43(B)	PASSING ON THE SHOULDER OF THE ROADWAY	\$162.00
40-6-43A	IMPROPER PASSING ON RIGHT	\$162.00
40-6-43B	PASSING ON SHOULDER OF ROADWAY	\$162.00
40-6-44	PASSING W/IN 200 FT. OF ONCOMING TRAFFIC	\$162.00
40-6-45	IMPROPER PASSING	\$162.00
40-6-45(A)(1)	PASSING ON HILLCREST OR IN A CURVE	\$162.00
40-6-45(A)(2)	PASSING WITHIN 100' OF INTERSECTION OR R	\$162.00
40-6-45(A)(3)	PASSING WITHIN 100' OF BRIDGE, VIADUCT O	\$162.00
40-6-45A1	PASSING ON HILL OR CURVE	\$162.00
40-6-45A2	PASSING W/IN 100 FT OF INTERS OR RR-XING	\$162.00
40-6-45A3	PASSING W/IN 100 FT OF BRIDGE/TUNNEL	\$162.00
40-6-46	PASSING IN NO-PASSING ZONE	\$162.00
40-6-46A	IMPROPER PASSING IN NO PASSING ZONE	\$162.00
40-6-46B	IMPROPER PASSING	\$162.00
40-6-47	ONE WAY ROADWAY OR ROTARY TRAFFIC	\$162.00
40-6-48	FAILURE TO MAINTAIN LANE	\$162.00
40-6-48(1)	UNSAFE LANE CHANGE	\$162.00
40-6-49	FOLLOWING TOO CLOSELY	\$162.00
40-6-49(A)	FOLLOWING TOO CLOSE	\$162.00
40-6-50	DRIVING WITHIN A GORE OR MEDIAN (DIVIDED	\$162.00
40-6-50 EMER LA	DRIVING ON DIVIDED HWY/CONTROLLED ACCESS	\$162.00
40-6-50C	DIVIDED-HWY/CTRLD-ACCESS RD/EMERGENCY LN	\$162.00
40-6-51	RESTRICTION ON CONTROLLED-ACCESS ROAD	\$162.00
40-6-51(B)	VIOLATION OF DOT RESTRICTION ON CONTROLL	\$162.00
40-6-52(B)	TRUCK OVER 6 WHEELS MUST STAY IN THE 2 R	\$162.00
40-6-52D	FAILURE TO KEEP IN PROPER LANE	\$162.00
40-6-55	FAILURE TO YIELD TO BYCYCLE	\$162.00
40-6-70	FAIL TO YIELD WHEN ENTERING INTERSECTION	\$162.00
40-6-71	FAIL TO YIELD WHILE TURNING LEFT	\$162.00
40-6-72	FAILURE TO OBEY STOP/YIELD SIGN	\$162.00
40-6-72(B)	FAILURE TO STOP AT STOP/YIELD SIGN	\$162.00
40-6-72(C)	FAILURE TO YIELD AT YIELD SIGN	\$162.00
40-6-72B	FAILURE TO STOP AT STOP/YIELD SIGN	\$162.00
40-6-72C	FAIL TO YIELD RIGHT OF WAY AT YIELD SIGN	\$162.00
40-6-73	FAIL TO YIELD WHEN ENTER/CROSS ROADWAY	\$162.00
40-6-74	FAILURE TO YIELD TO EMERGENCY VEHICLE	\$162.00
40-6-74B	UNSAFE OPERATION OF EMERGENCY VEHICLE	\$162.00
40-6-75	FAIL TO YIELD TO CONSTRUCTION VEH/PERSON	\$162.00
40-6-76	FAIL TO YIELD TO FUNERAL PROCESSION	\$162.00

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Violation Code	Description	Total Fines
40-6-77	FAIL TO YIELD ROW-AGRICULTURAL/PEDES/CYC	\$162.00
40-6-90	FAIL TO OBEY TRAF-CTL/REG. BY PEDESTRIAN	\$162.00
40-6-91(A)	FAILURE TO YIELD TO PEDESTRIANS IN CROSS	\$162.00
40-6-91(B)	PEDESTRIAN MUST NOT DART OUT IN TRAFFIC	\$162.00
40-6-91(D)	PASSING VEHICLE STOPPED TO YIELD TO A PE	\$162.00
40-6-91A	FAIL TO YIELD TO PEDESTRIAN AT CROSSWALK	\$162.00
40-6-91D	PASSING A VEH. YIELDING TO PEDESTRIAN	\$162.00
40-6-92	PED. MUST YIELD IF NOT AT CROSSWALK	\$162.00
40-6-92C	CROSSING ROADWAY ELSEWHERE THAN AT CROSS	\$162.00
40-6-93	DRIVER MUST USE CARE TO AVOID PEDESTRIAN	\$162.00
40-6-94	FAIL TO YIELD TO BLIND PEDESTRIAN	\$162.00
40-6-95	PEDESTRIAN UNDER THE INFLUENCE (P.U.I.)	\$190.00
40-6-96	PED. MUST WALK ON SIDEWALK/SHOULDER	\$162.00
40-6-97	PED. MUST NOT SOLICIT RIDE/EMP/BUSINESS	\$162.00
40-6-98	FAILURE TO OBEY SAFETY ZONE	\$162.00
40-6-99	PEDESTRIAN YIELD TO EMERGENCY VEHICLE	\$162.00
40-6-99(A)	PEDESTRIAN MUST YIELD TO EMERGENCY VEHIC	\$162.00
40-6-99A	PED. MUST YIELD TO EMERGENCY VEH.	\$162.00
40-7-3	RIDING OFF-ROAD VEHICLES ON ROADWAY	\$162.00
40-7-4	OPERATING RESTRICTIONS FOR OFF-ROAD VEH	\$162.00
40-8-10	DRIVING VEH. SUPPLIED WITH NITROUS OXIDE	\$162.00
40-8-20	LIGHTED HEADLIGHTS/OTHER LIGHTS REQUIRED	\$162.00
40-8-21	WRECKER TOW LIGHTS	\$162.00
40-8-22	HEADLIGHT REQUIREMENTS	\$162.00
40-8-22(B)	MORE THAN TWO HEADLIGHTS PROHIBITED	\$162.00
40-8-22(D)	HEADLIGHT COVERS PROHIBITED	\$162.00
40-8-22B	MOTORCYCLE: MORE THAN 2 HEADLIGHTS	\$162.00
40-8-23	TAILLIGHTS/LENSES REQUIRED	\$162.00
40-8-23(D)	TAG LIGHT REQUIREMENTS	\$162.00
40-8-24	DEFECTIVE OR NO REFLECTORS	\$162.00
40-8-25	NO BRAKE LIGHTS OR WORKING TURN SIGNALS	\$162.00
40-8-25(c)	NO WORKING TAIL/BRAKE LIGHTS ON TRAILER	\$162.00
40-8-26	NO OPERATING BRAKE LIGHTS/SIGNALS	\$162.00
40-8-26D	IMPROPER BRAKELIGHT COVERS	\$162.00
40-8-27	LIGHT/FLAG REQUIRED ON PROJECTING LOAD	\$162.00
40-8-28	FAILURE TO HAVE LIGHTS ON PARKED VEH.	\$162.00
40-8-29	SPOTLIGHTS/FOGLIGHTS/AUXILIARY LIGHTS	\$162.00
40-8-2C	FAILURE TO DISPLAY COUNTY DECAL	\$162.00
40-8-3	VEHICLE OR LOAD DRAGGING ON HIGHWAY	\$162.00
40-8-30	USE OF MULTIBEAM ROAD LIGHTING EQUIP.	\$162.00
40-8-31	FAIL TO DIM HEADLIGHTS	\$162.00
40-8-4	SLOW VEH. MUST HAVE TRIANGULAR WARN DEV.	\$162.00
40-8-50	BRAKE SYSTEM REQUIRED FOR VEHICLES	\$162.00
40-8-50(b)	IMPROPER BRAKES	\$162.00
40-8-52	FAIL TO SECURE PARKING/EMERGENCY BRAKE	\$162.00
40-8-6	OPERATING VEHICLE W/ALTERD SUSPENSION	\$162.00
40-8-7	DRIVING UNSAFE/IMPROPERLY EQUIPPED VEH.	\$162.00
40-8-7(A)	DEFECTIVE EQUIPMENT	\$162.00
40-8-7(B)	DRIVING UNSAFE VEHICLE	\$162.00
40-8-70	HORNS OR WARNING DEVICES VIOLATION	\$162.00
40-8-70(A)	NO HORN/ IMPROPER USE OF HORN	\$162.00
40-8-70(B)	ILLEGAL EQUIPMENT/SIREN, WHISTLE, BELL	\$162.00
40-8-71	IMPROPER EXHAUST SYSTEM	\$162.00
40-8-72	MIRROR REQUIRED, IF VISION OBSTRUCTED	\$162.00
40-8-73	DEFECTIVE EQUIPMENT	\$162.00
40-8-73.1	WINDOW TINT VIOLATION	\$162.00
40-8-73B	WHINDSHIELDS AND/OR WIPERS REQUIRED	\$162.00
40-8-74	DEFECTIVE TIRES	\$162.00
40-8-75	TIRE COVERS (MUD FLAPS ON REAR TIRES)	\$162.00
40-8-76	CHILD OR YOUTH RESTRAINT	\$50.00
40-8-76(B)(1)	CHILD RESTRAINT	\$50.00
40-8-76.1	SAFETY BELTS VIOLATION (ADULTS)	\$15.00
40-8-76.1E3	SEAT BELT VIOLATION 8 TO 17	\$25.00
40-8-77	DEFECTIVE SHOCK ABSORBERS	\$162.00
40-8-79	RIDING IN BACK OF PICKUP ON INTERSTATE	\$162.00
40-8-8	NO WORKING SPEEDOMETER	\$162.00
40-8-9	FAILURE TO DISPLAY OWNER'S NAME	\$162.00
40-8-90	OPERATING UNAUTH. VEHICLE W/BLUELIGHTS	\$162.00
40-8-92	UNAUTHORIZED VEH. WITH RED/AMBER LIGHTS	\$162.00

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Violation Code	Description	Total Fines
40-8-92(d)	OPERATING VEHICLE WITH GREEN LIGHTS FLAS	\$162.00
40-8-94	UNAUTH. USE OF SIREN/WHISTLES/BELLS	\$162.00
503.2.1	NO PARKING IN FIRE LANE	\$162.00
58-12	MARIJUANA LESS THAN 1OZ - LOCAL ORDINANC	\$500.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING 1ST OFF.	\$380.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING 2ND OFF.	\$580.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING 3RD OFF.	\$780.00
58-14	URINATING OR DEFECATING IN PUBLIC 1ST OFFENSE	\$380.00
58-14	URINATING OR DEFECATING IN PUBLIC 2ND OFFENSE	\$580.00
58-14	URINATING OR DEFECATING IN PUBLIC 3RD OFFENSE	\$780.00
58-16-3	POSSESSION OF DRUG PARAPHERNALIA --LOCAL	\$530.00
58-16-4	SALE OF DRUG PARAPHERNALIA--LOCAL ORDINA	\$530.00
58-2	POSTING OF ADVERTISEMENTS - LOCAL ORDINANCE	\$300.00
58-2	POSTING OF ADVERTISEMENTS - LOCAL ORDINANCE	\$300.00
58-3	DISCHARGE OF FIREARMS - LOCAL ORDINANCE	\$745.00
58-4	OPEN CONTAINER - LOCAL ORD	\$455.00
58-4D	DISORDERLY CONDUCT 1ST OFFENSE	\$745.00
58-4DU	DUTY TO MOVE WHEN REQUESTED TO DO SO	\$745.00
58-4E	EXCESSIVE VOLUME FROM RADIO	\$162.00
58-4L	LOITERING	\$745.00
58-4R	NOISE ORDINANCE-RESIDENCE	\$162.00
58-5	ALCOHOL ON RECREATION DEPT. PROPERTY	\$466.00
604 58-6	LOITERING 1ST OFFENSE	\$380.00
604 58-6	LOITERING 2ND OFFENSE	\$580.00
604 58-6	LOITERING 3RD OFFENSE	\$780.00
58-6-1	LOITERING/PROWLING	\$380.00
58-6-3	LOITERING--PROPRIETORS 1ST OFFENSE	\$244.45
58-6-3	LOITERING--PROPRIETORS 2ND OFFENSE	\$392.59
58-6-3	LOITERING--PROPRIETORS 3RD OFFENSE	\$544.00
58-6-4	LOITERING--IN POSTED AREAS 1ST OFFENSE	\$244.45
58-6-4	LOITERING--IN POSTED AREAS 2ND OFFENSE	\$392.59
58-6-4	LOITERING--IN POSTED AREAS 3RD OFFENSE	\$544.00
58-6-5	LOITERING IN ABANDONED, VACANT, UNINHABI	\$380.00
58-6-6	LOITERING IN ABANDONED OR VACANT LOT OR	\$380.00
58-6-7	LOITERING FOR PURPOSE OF PROCURING OTHER	\$380.00
58-6-8	LOITERING FOR PURPOSE OF ENGAGING IN DRU	\$380.00
6-10(a)	ALL ON-PREMISES CONSUMPTION SHALL REQUIR 1ST OFF.	\$455.00
6-10(a)	ALL ON-PREMISES CONSUMPTION SHALL REQUIR 2ND OFF.	\$455.00
6-10(b)	CERTIFICATION SHALL BE READILY AVAILABLE 1ST OFFENSE	\$455.00
6-10(b)	CERTIFICATION SHALL BE READILY AVAILABLE 2ND OFFENSE	\$455.00
6-10(c)	ALL BOUNCERS TO HAVE A.B.S. PERMIT 1ST OFFENSE	\$455.00
6-10(c)	ALL BOUNCERS TO HAVE A.B.S. PERMIT 2ND OFFENSE	\$455.00
6-14(a)	ORDER REQUIRED WITHIN ESTABLISHMENT 1ST OFFENSE	\$455.00
6-14(a)	ORDER REQUIRED WITHIN ESTABLISHMENT 2ND OFFENSE	\$455.00
6-14(b)	ORDER REQUIRED OUTSIDE ESTABLISHMENT 1ST OFFENSE	\$455.00
6-14(b)	ORDER REQUIRED OUTSIDE ESTABLISHMENT 2ND OFFENSE	\$455.00
6-14(c)	DISORDERLY CONDUCT WHILE INTOXICATED 1ST OFFENSE	\$455.00
6-14(c)	DISORDERLY CONDUCT WHILE INTOXICATED 2ND OFFENSE	\$455.00
6-16	ALCOHOL PROMOTIONS; PRICING OF ALCOHOLIC 1ST OFF.	\$455.00
6-16	ALCOHOL PROMOTIONS; PRICING OF ALCOHOLIC 2ND OFF.	\$1,006.25
6-17	OPEN CONTAINERS; SALES AND SERVICE IN PUBLIC	\$455.00
6-17	OPEN CONTAINERS; SALES AND SERVICE IN PUBLIC	\$1,006.25
6-17(a)	OPEN CONTAINER 1ST OFFENSE	455.00
6-18	FURNISHING ALCOHOLIC BEVERAGES IN VIOLATION 1ST OFF.	\$455.00
6-18	FURNISHING ALCOHOLIC BEVERAGES IN VIOLATION 2ND OFF.	\$1,006.25
6-4	LICENSE AND PERMITS - REQUIRED; CLASSES 1ST OFFENSE	\$455.00
6-4	LICENSE AND PERMITS - REQUIRED; CLASSES 2ND OFFENSE	\$1,006.25
6-7(O)	SALES PROHIBITED, LIMITED ON CERTAIN DAY SALES PROHIBITED, LIMITED ON	455.00
6-7(k)	FAILURE TO PRODUCE FINANCIAL AUDIT	\$455.00
6-9	MINORS AND PERSONS UNDER 21 YEARS OF AGE	\$300.00
6-9(b)	UNDER 21 NOT ALLOWED IN BARS	\$300.00
66-139	LITTERING - LOCAL ORDINANCE	\$185.00
70-1	OBSTRUCTION STREETS OR SIDEWALKS	\$162.00
70-3	DISPLAY OF MERCHANDISE FOR SALE W/O PERM	\$162.00
70-4	SOLICITING FUNDS ON STREET	\$162.00
70-63D	PICKETING	\$325.00
70-64	DUTY TO MOVE WHEN REQUESTED TO DO SO	\$745.00



**50 East Main Street  
Statesboro, GA 30458  
[www.statesboroga.gov](http://www.statesboroga.gov)**

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** John Washington, Director of Public Works and Engineering, City Engineer

**Date:** June 9, 2023

**RE:** Federal Transit Administration Section 5311 Program  
Coastal Regional Commission (CRC) FY24 Operational Service Agreement

**Policy Issue:** Transit Implementation Funding

### **Recommendation:**

Staff recommends approval of the attached Operational Service Agreement and resolution authorizing the Coastal Regional Commission to operate and provide public transportation services to the City of Statesboro per the terms and conditions of the Operational Service Agreement and Resolution.

### **Background:**

The Federal Transit Administration (FTA) provides federal funding to support the capital and operating assistance activities for rural transit systems. Georgia Department of Transportation (GDOT) is the designated recipient of these federal funds in Georgia and is responsible for the program oversight and administration and ensuring compliance with all applicable federal regulations. Currently, the Coastal Regional Commission (CRC) is GDOT's designated subrecipient of these funds for the coastal region. Staff working with CRC has developed an operational service agreement for our transit program under the new CARES Act protocols and FTA guidelines for funding assistance.

### **Budget Impact:**

The transportation services provided pursuant to this agreement shall begin on July 1, 2023 and shall end June 30, 2024, with the option to renew the Contract. The City will be responsible for the 50% match requirement of eligible net operating expenses by CRC. The estimated CRC FY23 operating budget is \$507,751 and will be used as the basis for funding estimate. Funds are appropriated and to be paid from 2023 TSPLOST.

### **Council Person and District:**

Citywide (all districts)

### **Attachments:**

Agreement  
Resolution

## ATTACHMENT A

### TRANSPORTATION SERVICES FOR THE CITY OF STATESBORO

The Coastal Regional Commission, in partnership with the City of Statesboro, will provide a transportation service to serve the residents with home addresses within the City's municipal boundaries. Any trip scheduled by a consumer for trips outside the city boundary will be a 5311 trip. This flexible and expanded service is intended to supplement the existing demand-response system and will not supersede the operation of the current 5311 system. The service will replicate and fall within the guidelines of the 5311 transit program as promulgated by the FTA and administered by GDOT.

This agreement will be submitted as an amendment to the CRC's annual application to GDOT for 5311 funds, and will define and describe the operational conditions, schedules, and associated costs for the Statesboro system. The proposed system will operate independently from the regional system and will address the transit needs for the City as defined in a recent transportation study and agreed upon. The Statesboro system will have dedicated vehicles and established schedules for within the city, and the operation will be facilitated through the CRC's existing Call Center.

A proposed schedule will include two separate routes operating in opposite directions which will delineate the route, times, and stop locations for each vehicle. These established routes will operate five (5) days a week, Monday through Friday, from 6:00 a.m. to 6:00 p.m. and all requested rides will be scheduled via the CRC Call Center. Depending upon ridership, mobility constraints and/or other unforeseen constraints, the routes may be altered to establish an effective and responsive system that best serves the Statesboro citizenship.

**COASTAL REGIONAL COMMISSION  
CITY OF STATESBORO  
FLEX-ROUTE TRANSIT SYSTEM  
2023 BUDGET DETAILS**

**Revenue**

Federal Transportation Revenue	\$	465,559
Local Transportation Revenue		253,875
<b>Total Revenue</b>	<b>\$</b>	<b>719,435</b>

**Operating Expenditures**

General Admin & Overhead	\$	24,509
Operating Salaries		
Full Time Drivers		107,577
Part-Time Drivers		48,720
Dispatcher		14,520
Fringe Benefits		96,837
Utilities-Telephone		2,900
Advertising		5,300
Transit Drug Testing		1,000
Uniforms		500
Personnel Services		1,000
Gasoline		75,000
Vehicle Repairs		15,000
Vehicle Insurance		22,000
Equipment Purchase		11,700
Indirect Costs		81,187
<b>Operating Total</b>	<b>\$</b>	<b>507,751</b>

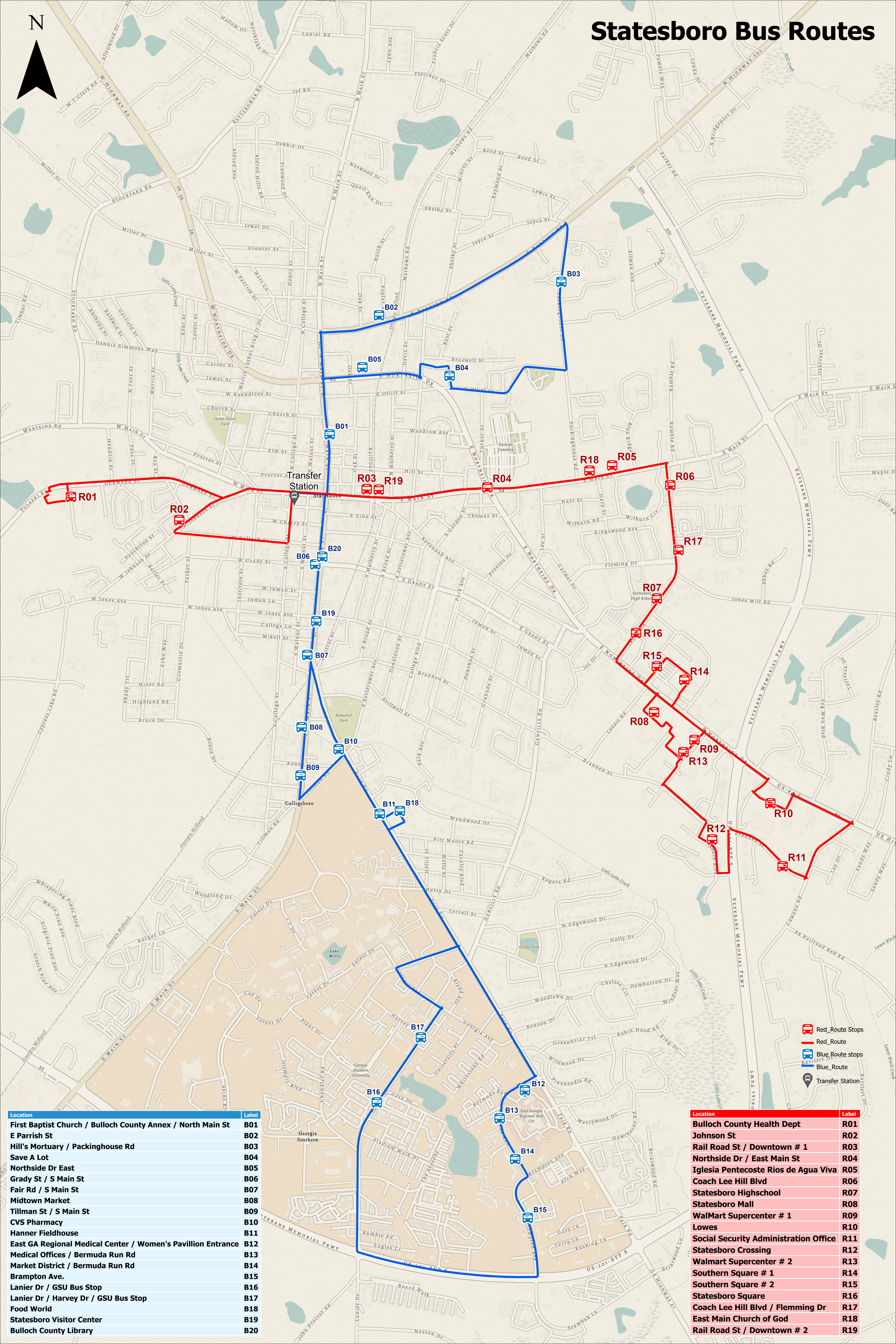
**Capital Expenditures**





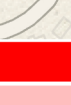
Vehicle Purchase	\$	210,084
Vehicle Signage		1,600
<b>Capital Total</b>	<b>\$</b>	<b>211,684</b>

<b>Total Expenditures</b>	<b>\$</b>	<b>719,435</b>
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*Please note that the cost of vehicles is based on GDOT-provided cost for FY21. Vehicle cost and federal cost share may be subject to change.*

# Statesboro Bus Routes



-  Red\_Route Stops
-  Red\_Route
-  Blue\_Route stops
-  Blue\_Route
-  Transfer Station

Location	Label
First Baptist Church / Bulloch County Annex / North Main St	B01
E Parrish St	B02
Hill's Mortuary / Packinghouse Rd	B03
Save A Lot	B04
Northside Dr East	B05
Grady St / S Main St	B06
Fair Rd / S Main St	B07
Midtown Market	B08
Tillman St / S Main St	B09
CVS Pharmacy	B10
Hanner Fieldhouse	B11
East GA Regional Medical Center / Women's Pavillion Entrance	B12
Medical Offices / Bermuda Run Rd	B13
Market District / Bermuda Run Rd	B14
Brampton Ave.	B15
Lanier Dr / GSU Bus Stop	B16
Lanier Dr / Harvey Dr / GSU Bus Stop	B17
Food World	B18
Statesboro Visitor Center	B19
Bulloch County Library	B20

Location	Label
Bulloch County Health Dept	R01
Johnson St	R02
Rail Road St / Downtown # 1	R03
Northside Dr / East Main St	R04
Iglesia Pentecoste Rios de Agua Viva	R05
Coach Lee Hill Blvd	R06
Statesboro Highschool	R07
Statesboro Mall	R08
WalMart Supercenter # 1	R09
Lowes	R10
Social Security Administration Office	R11
Statesboro Crossing	R12
Walmart Supercenter # 2	R13
Southern Square # 1	R14
Southern Square # 2	R15
Statesboro Square	R16
Coach Lee Hill Blvd / Flemming Dr	R17
East Main Church of God	R18
Rail Road St / Downtown # 2	R19



APPENDIX A  
RULES AND REGULATIONS

- All passengers are expected to obey the "Rules and Regulations" for the general safety of other passengers and transit staff.
- Seat belts must be worn at all times.
- No weapons.
- No pets; service animals as defined by ADA are permitted.
- Carry-on items are limited to what passengers can carry and place on lap or under seat.
- No smoking, chewing tobacco, drinking, eating, alcohol or illegal drugs are permitted.
- No swearing and/or inappropriate behavior will be tolerated.
- Passengers must supply own car seat; children under the age of 14 must be accompanied by an adult.
- Bus drivers are not permitted to assist passengers in carrying packages on or off bus and/or to residences.
- The use of radios, cellphones, and any similar devices must be with headsets.

APPENDIX B  
NON-SERVICE DAYS

- Martin Luther King, Jr.'s Birthday
- Independence Day
- Veteran's Day
- Thanksgiving Day and Day After
- Christmas Eve and Christmas Day

## Response to Operational Concerns

In response to the concerns put forth by representatives of CTG, the queries are addressed below; however, all suggestions and/or recommendations will be better defined after discussions and the decisions made reflect the preference of City Administration, City Council and GDOT. To make the proposed modified 5311 system viable and successful for the City of Statesboro, an approach can be designed to allow the system to grow and be sustainable.

1. The CRC would operate the service in-house as part of its regional system; however, the Statesboro system would operate independently of the regional system. There would be dedicated staff at the Call Center and CRC-employed drivers to operate the system. Administration of the system would be a component of the CRC Transportation Program. All drivers must have valid Georgia Driver's Licenses and undergo drug and alcohol tests, criminal background checks, CPR training, and wheelchair training. The CRC transit program is compliant with Title VI requirements and all vehicles are ADA compliant.
2. GDOT's 5311 systems operate without transfer stations and/or shelters; therefore, none would be eligible with the GDOT-related funds, but should the City opt to build such facilities with their own funds that would be acceptable. A modified flex-route arrangement would provide the opportunity to have designated stops. Should the City's maintenance department give first preference to bus maintenance, then perhaps an arrangement can be made for general maintenance. If not, the CRC would continue using the private contractor network in place within Bulloch County. The drivers are responsible for vehicle cleaning and would not require any additional staff requirements for the city. To establish community awareness and outreach, a series of public meetings will be conducted to illustrate routes, provide system information relative to schedules/routes and other public outreach.
3. Without the operation of a fixed-route system, the need for a complementary ADA paratransit service would not exist. With a proposed, modified flex-route/demand-response system, the paratransit customer would still maintain a door-to-door service that exists today with the 5311 program. All CRC 5311 vehicles are wheelchair equipped and would remain so, and as per GDOT and FT A guidelines.
4. All vehicles, equipment, operations, maintenance, and administrative costs would be within the budget submitted to GDOT as an addendum to the CRC application; however, the required match for the acquisition of buses and operation of the program would be the total responsibility of the City. Surplus buses are a non-allowable cost by both the FTA and GDOT. Each bus will need to be equipped with tablets and radios which are matched costs. The buses earmarked for Statesboro would be standard Ford E-350 Cut-Aways currently in operation, and any vehicle that may emerge on the approved buyer's list generated by GDOT. All buses purchased are wheelchair-equipped and the buses should be titled to the CRC. Based on GDOT /FT A guidelines, spare buses are not an eligible cost item.
5. Currently, the FTA and GDOT do not permit transfer centers, shelters, or bus stop signs. If signs are to be erected, it would be the City's responsibility.
6. Typically, the 5311 systems operate on Monday- Friday from 6:00 a.m. to 6:00 p.m. Literature and newspaper releases will be made available as part of initial outreach.

**RESOLUTION 2023-28:**

**RESOLUTION AUTHORIZING THE EXECUTION OF OPERATIONAL AGREEMENT WITH THE COASTAL REGIONAL COMMISSION OF GEORGIA AND THE MAYOR AND CITY COUNCIL OF STATESBORO FOR PUBLIC TRANSPORTATION, FOR FISCAL YEAR 2024.**

**THAT WHEREAS,** the Federal Transit Administration and the Georgia Department of Transportation are authorized to make grants to non-urbanized areas for mass transportation projects; and

**WHEREAS,** the contract for financial assistance will impose certain obligations upon applicant, including the provision by it of the local share of project costs; and

**WHEREAS,** the Coastal Regional Commission (CRC) is seeking to obtain the authorization by the City to serve as the provider for operations, and the commitment to provide proportionate share of the local project costs; and

**WHEREAS,** it is required by the United States Department of Transportation and the Georgia Department of Transportation, in accordance with the provisions of Title VI of the Civic Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and under the United States Department of Transportation requirements there under.

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

**Section 1.** The Coastal Regional Commission (CRC) will be the "Provider" for operation for rural public transportation assistance through Section 5311 of the federal transit laws under Chapter 53 of Article 49 of the U.S. Code on behalf of the Mayor and City Council of Statesboro.

**Section 2.** The Mayor and City Council of Statesboro will have available the required non-federal share, which shall be calculated to be their respective portion of the regional rural and coordinated public transportation system's non-federal local share.

**Section 9.** That this Resolution shall be and remain effective from and after its date of adoption.

**APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF STATESBORO, GEORGIA

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

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

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** John Washington, Director of Public Works and Engineering

**Date:** June 9, 2023

**RE:** Road & Right-of-Way (R/W) Dedication  
Gesmon Neville Lane

**Policy Issue:** Subdivision Regulations

### Recommendation:

Staff recommends approval of the road and right-of-way dedication for the extension of Gesmon Neville Lane. Request consideration of a motion for Council to authorize the Mayor to execute the attached resolution authorizing the Mayor to accept the road and right-of-way on behalf of the City of Statesboro.

### Background:

The property was rezoned in 2010 for the proposed development Bethany Assisted Living, Inc. In 2012 a MOU was created for utility improvements and included the description for limits of road construction of Bethany Way and Gesmon Neville. A portion of Gesmon Neville Lane was dedicated to the City at that time. The developer now desires to dedicate the remaining portion of the road, Gesmon Neville Lane, to the City of Statesboro. The Bethany Assisted Living development expansion was constructed 2022-2023 with the road completed in 2023.

### Budget Impact:

The City of Statesboro will maintain the roadway and limits of right-of-way. No funds will be required in FY2024.

### Council Person and District:

Councilmember Paulette Chavers, District 2

### Attachments:

Proposed Resolution  
Google map

**RESOLUTION 2023-29:**

**RESOLUTION ACCEPTING RIGHT OF WAY OF GESMON NEVILLE LANE AS A PUBLIC STREET TO BE OWNED AND MAINTAINED BY THE CITY OF STATESBORO, GEORGIA.**

**THAT WHEREAS,** Bethany Assisted Living, Inc. dba Bethany Assisted Living of Statesboro is the owner of the street segment known as Gesmon Neville Lane and wishes to convey said street to the City of Statesboro; and

**WHEREAS,** with the planned growth of the surrounding area, the City believes it is in the best interest of the public for this road to be a public street, owned and maintained by the City;

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

**Section 1.** That Gesmon Neville Lane is hereby formally accepted for dedication by the City of Statesboro, Georgia as a public street and right-of-way to be owned and maintained by the City of Statesboro.

**Section 2.** That this resolution authorize and direct the Mayor of the City of Statesboro, Georgia to accept the dedication of the above described property by virtue of a right of way deed.

**Section 3.** All that certain, lot, tract or parcel of land lying, situate and being in the 1209<sup>th</sup> G.M.D., Bulloch County, Georgia, and in the City of Statesboro, containing 1.613 acres and being the proposed sixty (60') foot public right-of-way as shown on a plat prepared by Maxwell-Reddick, Surveyor, dated April 1, 2022, and recorded in Plat Book 68, Page 836, Bulloch County Records. The above referenced plat and the description thereon are by reference incorporated herein for all purposes of this description.

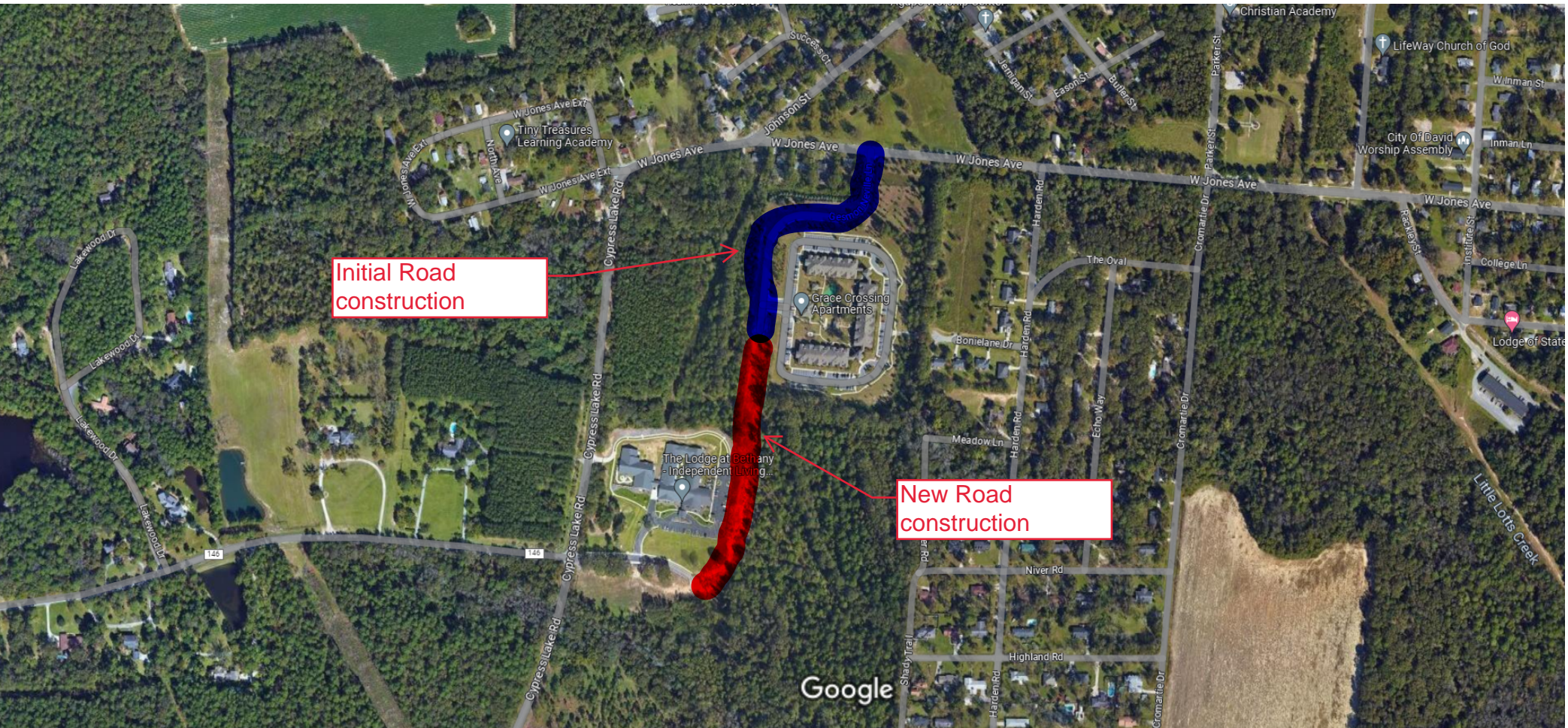
**Section 4.** That this Resolution shall be and remain effective from and after its date of adoption.

**APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.**

CITY OF STATESBORO, GEORGIA

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

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



Initial Road construction

New Road construction

# CITY OF STATESBORO

## COUNCIL

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



Jonathan M. McCollar, Mayor  
Charles 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 and Leah Harden, City Clerk

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

**Date:** June 14, 2023

**RE:** June 20, 2023 City Council Agenda Items

**Policy Issue:** *Statesboro Housing Rehabilitation Program: Housing Assistance Policy*

**Recommendation:** Staff recommends approval of amendments to Sections VI-C and Section X-B (2) of the City of Statesboro Housing Assistance Policy.

**Background:** It has been recommended that the Housing Rehabilitation Program allow for the Reconstruction of additional housing with the accrued interest from the ARPA funds (approximately \$300,000). It is noted that the policy change increases the affordability period related to any of the homes accepted for Reconstruction, which at this time reflects a 5 year affordability period. It is recommended that this policy be amended to a 10 year affordability period for reconstruction.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Housing Rehabilitation Policy Resolution



RESOLUTION 2023- 30:  
A RESOLUTION AMENDING THE HOUSING ASSISTANCE POLICY  
OF THE CITY OF STATESBORO

WHEREAS, the Mayor and City Council of the City of Statesboro, Georgia have received a recommendation to allow for reconstruction of homes exceeding the maximum allowable limit of rehabilitation under the City Housing Rehabilitation Program and;

WHEREAS, the accrued interest of ARPA funds designated for Housing Assistance has been identified as \$300,000 and;

WHEREAS, the current affordability period is set at 5 years, with a reduction of the borrower balance of 1/5 for each full year of occupancy of the home and;

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled as follows the following amendments to the Housing Assistance Policy:

Section VI - C. shall be amended to reflect in addition the following: "All LMI owner occupied homes receiving reconstruction for their homes will receive their subsidy in the form of a zero interest, 10 year forgiven loan. The *pro-rata* portion of the forgiven loan will be recaptured upon sale or transfer of the property (except under transfer to an income eligible heir through probate). Borrower's loan balance will be reduced by 1/10 for each full year of the loan. The amount due and payable at any time shall be determined after deducting the amount of the loan forgiven by the lender."

Section X – B (2). Shall be amended to remove the word replacement from the first sentence. It shall also add the following: "All owner-occupied households will receive their replacement subsidy in the form of a zero interest, 10-year forgiven loan. The *pro rata* portion of the forgiven loan will be recaptured upon sale or transfer of the property (except under transfer to an income eligible heir through probate). Borrower's loan balance will be reduced by 1/10 for each full year of the loan. The amount due and payable at any time shall be determined after deducting the amount of the loan forgiven by the lender."

Housing Assistance Policy in conflict with these amendments shall be resolved under the purview of the Director of Planning & Development.

APPROVED this 20<sup>th</sup> day of June, 2023 by the Mayor and Council of the City of Statesboro.

ATTEST:

\_\_\_\_\_  
Jonathan M. 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 20, 2023

RE: Grant Acceptance

POLICY ISSUE: Acceptance of Grant

RECOMMENDATION: That Council agree to receive a grant from the Governor's Office of Planning and Budget in the amount \$565,942.30

BACKGROUND: On December 20, 2022 the City Council passed a Resolution approving the application of a grant through the police department. The grant was offered by the Governor's Office of Planning and Budget, Public Safety and Community Violence Reduction. The police department applied for \$514,493 to purchase crime-fighting technology improvements, including the expansion of our Flokk license plate readers (LPRs), Fusus core processors, pole cameras, and gunshot detection sensors that integrate with the Flokk system. The Flokk LPR's and sensors are through a lease program and this grant would pay for those leases for three years. The Fusus cores would be owned by the City. We were notified on June 8<sup>th</sup>, 2023 that the granting authority has authorized \$565,942.30 for our technology improvements.

BUDGET IMPACT: There are no matching funds required for this grant. This is a reimbursable grant, so the City would have to pay for these items and then be reimbursed through the grant. The portion of the grant attributed to the leased products would expire near the end of 2026 at which time the City would have to decide whether to continue funding the leases or return the equipment. Those leases (at current prices) are approximately \$127,500 per year.

COUNCIL DISTRICT: All

ATTACHMENTS: N/A

Resolution 2023-31: A Resolution to Accept a Grant from the  
Governor's Office of Planning and Budget for the City of  
Statesboro, Georgia

**That Whereas**, on June 8, 2023 the City of Statesboro received notice of the award of a grant from the Governor's Office of Planning and Budget in the amount \$565,942.30,

**And Whereas**, on December 20, 2022 the City Council approved the police department to apply for the grant through the Public Safety and Community Violence Reduction solicitation,

**And Whereas**, according to the City's grant policy, City Council must approve the acceptance of grant funding,

**Now, Therefore be it Resolved** by the City Council of the City of Statesboro, Georgia in regular session assembled this 20<sup>th</sup> day of June, 2023, hereby accepts the Governor's Office of Planning and Budget grant.

Adopted this 20<sup>th</sup> Day of June, 2023

City of Statesboro, Georgia

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by: Jonathan McCollar Mayor

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Attest: Leah Harden, City Clerk

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
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:** June 12, 2023

**RE:** June 20, 2023 City Council Agenda Items

**Policy Issue:** *Second Reading of Ordinance 2023-XX amending Sections 2-55 and 2-57 of the Statesboro Code of Ordinances in order to expand One Boro Commission membership to sixteen members and to incorporate the mission and scope of authority of the Healthy Boro mayoral ad hoc committee.*

**Recommendation:** Advance to Second Reading and Consideration

**Background:** One Boro Commission was established in November of 2020 as successor to the Commission on Diversity and Inclusion which was formed in 2018 to advise Mayor and Council on matters concerning diversity, equity, and inclusion. Mayor McCollar established the Healthy Boro ad hoc committee in 2022 to address health concerns and initiatives affecting all City residents. Ordinance revision was advanced at First reading on June 6, 2023.

**Budget Impact:** N/A

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

**Attachments:** Proposed Resolution

**Ordinance 2023-05:**

An Ordinance Amending Article 2 (Authorities, Boards and Commissions) of Chapter 2 (Administration) of the Statesboro Code of Ordinances

WHEREAS, the City has previously adopted ordinances creating certain the One Boro Commission; and

WHEREAS, the Mayor and City Council has determined there is sufficient reason and need to amend certain sections of Article 2 (Authorities, Boards and Commissions) of Chapter 2 (Administration) of the Code of Ordinances, City of Statesboro, Georgia to amend the membership and scope of authority of the One Boro Commission

NOW THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Statesboro, Georgia, in regular session assembled as follows:

SECTION 1:

Article 2 (Authorities, Boards and Commissions) of Chapter 2 (Administration) of the Code of Ordinances, City of Statesboro, Georgia is hereby amended to read as follows:

Sec. 2-55. - Establishment; appointment; terms; compensation; removal.

There is hereby created a board to be known as the One Boro Commission. The One Boro Commission shall consist of ~~16~~ ~~12~~ members who shall be residents of the county. The term of office of ~~six~~ ~~eight~~ members so designated and appointed by mayor and city council shall be two years with ~~six~~ ~~eight~~ designated members serving a term of one year, and these terms shall begin on October 1, 2022 and end at the stroke of midnight on September 30 of the applicable year. Subsequent appointments shall be made by mayor and city council for a term of two years. Vacancies on the One Boro Commission occurring other than by expiration of term shall be filled by an interim appointment for the unexpired term by the mayor and city council. The mayor and city council shall have the authority to remove any member of the One Boro Commission by a majority vote for cause, on written charges, after a public hearing. The mayor and city council in consultation with the One Boro Commission may appoint nonvoting ex officio members to said commission to provide administrative support and/or subject matter expertise. All members shall serve without compensation.

Sec. 2-57 — Scope of Authority.

- (a) The One Boro Commission shall have the authority to prepare studies and reports, strategies, education efforts and programs for the purpose of informing the governing body on policy matters related to promoting diversity, inclusion, and equity among the citizens of Statesboro connected to issues of poverty and prosperity. **With incorporation of former members of the Healthy Boro mayoral ad hoc committee, One Boro Commission shall also have authority to prepare studies and reports relating to health initiatives and concerns.**

SECTION 2: All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3: This ordinance shall become effective immediately upon its adoption by the City Council.

SO ORDAINED, this 20th day of June 2023 in Statesboro, Georgia.

First Reading and Consideration: June 6, 2023

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Jonathan J McCollar, in his capacity as  
Mayor of Statesboro, Georgia

ATTEST:

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Leah Harden, in her capacity as City  
Clerk of Statesboro, Georgia

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
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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:** City Manager Charles Penny

**From:** City Clerk Leah Harden

**Date:** 06-13-2022

**RE:** Renewal contracts for Averitt Center for the Arts, Downtown Statesboro Development Authority (DSDA) and Statesboro Convention and Visitors Bureau (SCVB).

**Policy Issue:** Term agreement shall be for one year to commence on 1<sup>st</sup> day of July of 2023 and shall end at midnight on June 30, 2024 unless terminated sooner with 30 days' notice.

**Recommendation:** Approval of all contracts.

Averitt Center for the Arts will receive 25.1% of the Hotel-Motel excise taxes collected pursuant to City Ordinances 74-32 et seq. to fund the general operating budget. The percentage remains the same as Fiscal Year 2023.

Downtown Statesboro Development Authority (DSDA) will receive 19.9 % of the Hotel-Motel excise taxes collected pursuant to City Ordinances 74-32 et seq. The percentage remains the same as Fiscal Year 2023.

Statesboro Convention and Visitors Bureau (SCVB) will receive 50.0 % of the Hotel-Motel excise taxes collected pursuant to City Ordinances 74-32 et seq. The percentage remains the same as Fiscal Year 2023.

**Council Person and District:** All

**Attachments:** Contracts

## CONTRACT FOR SERVICES

This agreement made and entered into on June 20<sup>th</sup>, 2023, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and THE AVERITT CENTER FOR THE ARTS, Inc., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “ACA”.

WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 6% excise tax on rooms, lodging and accommodations pursuant to subsection (b) of O.C.G.A. § 48-13-51 *et seq.*;

WHEREAS, THE AVERITT CENTER FOR THE ARTS, INC. is a private sector Nonprofit organization, which engages in the promotion of tourism to the City of Statesboro and Bulloch County;

WHEREAS, the City desires to retain the services of THE AVERITT CENTER FOR THE ARTS INC. to promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to THE AVERITT CENTER FOR THE ARTS, INC., the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The ACA shall on behalf of the City of Statesboro promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County, providing such consulting, advertising, marketing, and administrative services as may be necessary or appropriate to accomplish the foregoing purposes.

2.

As compensation for said services, the City shall pay to the ACA TWENTY FIVE AND ONE TENTH PERCENT (25.1%) of the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* to fund the ACA budget for the promotion of tourism to the City of Statesboro and to fund the general operating budget of the ACA. Said funds shall be paid monthly to the ACA and within thirty (30) days from the receipt of said tax revenue by the City.

3.



The term of this agreement shall be for one (1) year, to commence on the 1<sup>st</sup> day of July 2023, and shall end at midnight on June 30, 2024 unless sooner terminated upon thirty (30) days written notice by either party.

4.

The ACA Director shall furnish the City with a copy of the ACA's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the ACA Board. The City Manager shall provide the ACA Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

5.

The ACA shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The ACA shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the ACA pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1<sup>st</sup> day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the ACA at any time during regular business hours. The ACA shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt of the audit, or December 31<sup>st</sup>, whichever is earlier. The ACA director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

6.

The ACA shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

7.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

8.

During FY 2024 THE AVERITT CENTER FOR THE ARTS, INC. agrees to work cooperatively with the Main Street Program, Downtown Statesboro Development Authority and the Statesboro Convention and Visitors Bureau, Inc. to develop a joint marketing program to better coordinate the limited resources available for marketing the Statesboro area, particularly the

Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

9.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

10.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the ACA shall be sent by registered or certified mail to the Executive Director of the ACA at 33 East Main Street, Statesboro, Georgia 30458 or such address as the ACA shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

11.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12.

This contact constitutes the sole and entire agreement between the parties. No modifications hereof shall be binding unless attached hereto and signed by each party, and no representations, promises, or inducements shall be binding upon either party except as herein stated.

13.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

14.

The ACA shall comply with all applicable state laws regarding open meetings and open records as codified in the Georgia Open Meetings Act found at O.C.G.A. Section 50-14-1 et. seq. and in the Georgia Open Records Act found at O.C.G.A. Section 50-18-70 et. seq.

In addition, the ACA shall post on its website the agenda for its Board meeting at least 48 hours in advance of each meeting and make the agenda available to the City of Statesboro City Clerk via email at the same time. Also posted on the ACA website shall be a list of all upcoming Board meeting dates and times making this information available to the public.

MAYOR AND CITY COUNCIL OF STATESBORO

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

Attest: \_\_\_\_\_  
City Clerk

THE AVERITT CENTER FOR THE ARTS, INC.

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

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

## CONTRACT FOR SERVICES

This agreement made and entered into on June 20<sup>th</sup>, 2023, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY, a governmental authority organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “DSDA”.

### WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 6% excise tax on rooms, lodging and accommodations pursuant to subsection (b) of O.C.G.A. § 48-13-51 *et seq.*;

WHEREAS, the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY is a Governmental authority which engages in the development of the downtown area of Statesboro;

WHEREAS, the City desires to fund activities the of the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY to foster the development of the downtown area of Statesboro;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to the DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY, the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The DSDA shall on behalf of the City of Statesboro foster the development of the downtown area of Statesboro.

2.

As compensation for said services, the City shall pay to the DSDA NINETEEN AND NINE TENTHS PERCENT (19.9%) of the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et.* Said funds shall be paid monthly to the DSDA and within thirty (30) days from the receipt of said tax revenue by the City.

3.

The term of this agreement shall be for one (1) year, to commence on the 1<sup>st</sup> day of July, 2023, and shall end at midnight on June 30, 2024 unless sooner terminated upon thirty (30) days written notice by either party.

4.

The DSDA Director shall furnish the City with a copy of the DSDA's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the DSDA Board. The City Manager shall provide the DSDA Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

5.

The DSDA shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The DSDA shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the DSDA pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1<sup>st</sup> day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the DSDA at any time during regular business hours. The DSDA shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt of the audit, or December 31<sup>st</sup>, whichever is earlier. The DSDA director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

6.

The DSDA shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

7.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

8.

During FY 2023 the DSDA agrees to work cooperatively with the Main Street Program, Statesboro Convention and Visitors Bureau and the Statesboro Arts Council, Inc. to develop a joint marketing program to better coordinate the limited resources available for marketing the Statesboro area, particularly the Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

9.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

10.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the DSDA shall be sent by registered or certified mail to the Executive Director of the DSDA at 10 Siebald, Statesboro, Georgia 30458, or at such address as the DSDA shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

11.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12.

This contract constitutes the sole and entire agreement between the parties. No modifications hereof shall be binding unless attached hereto and signed by each party, and no representations, promises, or inducements shall be binding upon either party except as herein stated.

13.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

14.

The DSDA shall comply with all applicable state laws regarding open meetings and open records as codified in the Georgia Open Meetings Act found at O.C.G.A. Section 50-14-1 et. seq. and in the Georgia Open Records Act found at O.C.G.A. Section 50-18-70 et. seq.

In addition, the DSDA shall post on its website the agenda for its Board meeting at least 48 hours in advance of each meeting and make the agenda available to the City of Statesboro City Clerk via email at the same time. Also posted on the DSDA website shall be a list of all upcoming Board meeting dates and times making this information available to the public.

MAYOR AND CITY COUNCIL OF STATESBORO

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

Attest: \_\_\_\_\_  
City Clerk

DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY

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

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

## CONTRACT FOR SERVICES

This agreement made and entered into on June 20<sup>th</sup> 2023, between the MAYOR AND CITY COUNCIL OF STATESBORO, a political subdivision of the State of Georgia, hereinafter referred to as “the City,” and the STATESBORO CONVENTION AND VISITORS BUREAU, INC., a nonprofit corporation organized and existing under the laws of the State of Georgia, hereinafter sometimes referred to as “SCVB”.

WITNESSETH:

WHEREAS, pursuant to City Ordinances §74-32 *et seq.* the City of Statesboro levies a 6% excise tax on rooms, lodging and accommodations pursuant to subsection (b) of O.C.G.A. § 48-13-51 *et seq.*;

WHEREAS, the Statesboro Convention & Visitors Bureau, Inc. is a private sector nonprofit organization which engages in the promotion of tourism, conventions, and trade shows in the City of Statesboro and Bulloch County;

WHEREAS, the City desires to retain the services of the Statesboro Convention & Visitors Bureau, Inc. to promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County;

NOW THEREFORE, in consideration of the sum of ten dollars (\$10.00) paid by the City to the Statesboro Convention & Visitors Bureau, Inc., the receipt and sufficiency of which is hereby acknowledged, and in the consideration of the mutual promises, covenants, and conditions contained herein, the parties agree as follows:

1.

The SCVB shall on behalf of the City of Statesboro promote, attract, stimulate and develop conventions and tourism in the City of Statesboro and Bulloch County, providing such consulting, advertising, marketing, and administrative services as may be necessary or appropriate to accomplish the foregoing purposes.

2.

As compensation for said services, the City shall pay to the SCVB FIFTY PERCENT (50.0%) of the amount the Hotel-Motel excise taxes collected pursuant to City Ordinances §74-32 *et seq.* Said funds shall be paid monthly to the SCVB and within thirty (30) days from the receipt of said tax revenue by the City.



3.

The term of this agreement shall be for one (1) year, to commence on the 1<sup>st</sup> day of July, 2023, and shall end at midnight on June 30, 2024 unless sooner terminated upon thirty (30) days written notice by either party.

4.

The SCVB Director shall furnish the City with a copy of the SCVB's proposed Budget for each fiscal year (including the program of work to be accomplished by this funding for the next fiscal year, and any multi-year programming) at least three (3) weeks before its scheduled adoption date by the SCVB Board. The City Manager shall provide the SCVB Board and the Mayor and City Council comments on the Budget at least seven (7) days before the scheduled adoption date. This same procedure is agreed to for any subsequent amendments to the Budget during any fiscal year.

5.

The SCVB shall keep or cause to be kept full and accurate records and accounts showing the receipts and disbursements of all amounts received from the City pursuant to this contract. The SCVB shall furnish an annual report to the City containing a complete financial statement and summary of the work performed by the SCVB pursuant to the terms of the contract. Said report shall be furnished to the City on or before the 1<sup>st</sup> day of September for each year. The City or any person authorized by the City may examine and audit the books and records of the SCVB at any time during regular business hours. The SCVB shall provide the City a copy of its annual audit, performed by an outside certified public accountant, within five (5) days of receipt of the audit, or December 31<sup>st</sup>, whichever is earlier. The SCVB director shall furnish the City with minutes of any meeting of the Board and any committees within two weeks of said meeting.

6.

The SCVB shall have the authority to enter into subcontracts or other agreements for administrative, accounting, and other services necessary to carry out the terms of this agreement.

7.

The parties hereto agree to execute any and all documents necessary to carry out the intentions expressed in the agreement, and agree to join in any and all proceedings of any nature, legal or otherwise, should the same be necessary to carry out the intentions expressed herein.

8.

During FY 2023 the Statesboro Convention and Visitors Bureau agrees to work cooperatively with the Main Street Program, Downtown Statesboro Development Authority and the Statesboro Arts Council, Inc. to develop a joint marketing program to better coordinate the

limited resources available for marketing the Statesboro area, particularly the Averitt Center and other downtown attractions. A report outlining the program shall be forwarded to the City upon approval by all three entities.

9.

This agreement is being delivered and is intended to be performed in the State of Georgia and shall be construed and enforced in accordance with the laws of the State of Georgia.

10.

All notices to the City shall be sent by registered or certified mail addressed to the City Manager, P.O. Box 348, Statesboro, Georgia 30459, or at such other address as the City shall designate in writing. All notices to the SCVB shall be sent by registered or certified mail to the Executive Director of the SCVB at P.O. Box 1516, Statesboro, Georgia 30459, or at such address as the SCVB shall designate in writing. Notwithstanding any provision in this agreement to the contrary concerning modifications, a change in address may be effected by a registered or certified letter sent by either part to the other.

11.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

12.

This contract constitutes the sole and entire agreement between the parties. No modifications hereof shall be binding unless attached hereto and signed by each party, and no representations, promises, or inducements shall be binding upon either party except as herein stated.

13.

The parties hereby warrant and represent that each has the right, power, and authority to enter into this agreement and by entering into this agreement, such party will not be violating any other contract, agreement, order, judgment, decree, or document, written or oral, to which it is a party or by which it is bound.

14.

The SCVB shall comply with all applicable state laws regarding open meetings and open records as codified in the Georgia Open Meetings Act found at O.C.G.A. Section 50-14-1 et. seq. and in the Georgia Open Records Act found at O.C.G.A. Section 50-18-70 et. seq.

In addition, the SCVB shall post on its website the agenda for its Board meeting at least 48 hours in advance of each meeting and make the agenda available to the City of Statesboro City Clerk via email at the same time. Also posted on the SCVB website shall be a list of all upcoming Board meeting dates and times making this information available to the public.

MAYOR AND CITY COUNCIL OF STATESBORO

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

Attest: \_\_\_\_\_  
City Clerk

STATESBORO CONVENTION & VISITORS BUREAU, INC.

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

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

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
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:** June 13, 2023

**RE:** June 20, 2023 City Council Agenda Items

**Policy Issue:** Consideration of Amendment to Probation Service Contract between City and Judicial Alternatives of Georgia to increase monthly fees paid for regular supervision to \$45/ month and intensive probation to \$55/ month, both representing \$10 monthly increases.

**Recommendation:** Approval

**Background:** Current contract for services between City and JAG was entered August 3, 2021 and expires August 3, 2024. JAG has requested amendment due to inflationary concerns.

**Budget Impact:** None

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

**Attachments:** Proposed Amendment

## AMENDMENT TO PROBATION SERVICE CONTRACT BETWEEN JUDICIAL ALTERNATIVES AND STATESBORO MUNICIPAL COURT

### Fee Schedule Change

The following changes have been made to the service contract between Judicial Alternatives of Georgia and Statesboro Municipal Court. This change is to be effective 7/1/2023 until the end of current contract between the two parties. This fee increase is only effective on new cases with court dates after 7/1/2023.

### OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

#### G. Payment for Contractors Services

For regular probation supervision which includes a minimum of **one (1)** office contact per month and may require as many as **four (4)**, the probationer shall pay a fee of **\$45.00** per month. For intensive probation supervision which includes a minimum of **one (1)** office contact per week and **four (4)** office contacts each month, probationer shall pay a fee of **\$55.00** per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A **one (1) month** supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

#### H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

U. Binding Agreement


This Agreement shall not be binding upon any successor to the undersigned Judge of the **Statesboro Municipal Court**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by **City of Statesboro, Georgia** or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc  
Attn: Kenneth Kight  
901 Bellevue Ave  
Dublin, Georgia 31021  
Office: (478) 274-0060  
Fax: (478) 274-8168

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

PROBATION SERVICES CONTRACTOR:

By:   
Name: Kenneth Kight  
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
City of Statesboro, Georgia

By: \_\_\_\_\_  
Chief Judge: \_\_\_\_\_  
Court: Statesboro Municipal Court, Georgia

## Exhibit A

### SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$45.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$55.00 per month, per offender
Pre-Trial Supervision	\$45.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$20.00 (URINALYSIS)      \$25.00 per screen (ORAL TEST)
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
“Responsible Behavior”	\$150.00 (8 hour course)

# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** Charles Penny, City Manager

**From:** Leah Harden, City Clerk

**Date:** 6-12-2023

**RE:** Tyler Technologies software upgrade

**Policy Issue:** Purchasing

### **Recommendation:**

Consideration to approve a contract with Tyler Technologies software adding Content manager, ERP Pro Community Development Suite and Tyler payments, in the one-time amount of \$31,990.00, with an annual support fee of \$4940.00. This is a sole source purchase and will be paid from Central Services and City Clerk budget.

### **Background:**

In 2015 after a lengthy request for proposals (RFP) process Tyler Technologies was awarded a contract for integrated public sector financial management software and included Energov a program for business licensing. Energov is outdated and in need of an upgrade. An upgrade to the software would require a server upgrade as well. Tyler Technologies has business licensing module known as ERP Pro and includes an online citizen-facing portal as well as credit card processing. With the purchase of ERP Pro Licensing we will be able to move licensing from a separate program (Energov) into Incode 10. The attached contract includes ERP Pro, Content Manager and Tyler payments. This software is an integral part of the City of Statesboro's day to day operations and is involved in numerous data management processes. This is a sole source purchase due to our current contract with Tyler Technologies.

**Budget Impact:** \$31,990.00

**Council Person and District:** None

### **Attachments:**

Tyler Technologies Contract

**Georgia Municipal Association City of Excellence**

Telephone: (912) 764-5468 • Fax: (912) 764-4691 • [www.statesboroga.gov](http://www.statesboroga.gov)





**Sales Quotation For:**

City of Statesboro  
 50 E Main St  
 PO Box 348  
 Statesboro GA 30458-1159

Quoted By: Tami Bates  
 Quote Expiration: 06/30/23  
 Quote Name: Licensing solution with Online Payments

**Tyler Software**

Description	License	Discount	License Total	Annual Maintenance
<b>Tyler One</b>				
Content Manager Suite				
Core	\$ 8,500	\$ 1,700	\$ 6,800	\$ 2,125
ERP Pro powered by Incode				
ERP Pro Community Development Suite				
Licensing	\$ 5,500	\$ 1,100	\$ 4,400	\$ 1,375
<b>TOTAL:</b>	<b>\$ 14,000</b>	<b>\$ 2,800</b>	<b>\$ 11,200</b>	<b>\$ 3,500</b>

**Tyler Annual Software – SaaS**

Description	List Price	Discount	Annual
<b>ERP Pro powered by Incode</b>			
ERP Pro Community Development Suite			
Licensing Access	\$ 1,800	\$ 360	\$ 1,440
<b>TOTAL:</b>	<b>\$ 1,800</b>	<b>\$ 360</b>	<b>\$ 1,440</b>

### Tyler Fees per Transaction

Description	Net Unit Price
<b>Tyler One</b>	
Payments	
ERP Pro Payments	\$ 0.00

### Services

Description	Hours/Units	Extended Price	Maintenance
ERP Pro Community Development Suite			
Professional Services	40	\$ 5,800	\$ 0
Business License Data Conversion	1	\$ 4,000	\$ 0
Content Manager Suite			
Professional Services	40	\$ 5,800	\$ 0
Other Services			
Project Management	1	\$ 250	\$ 0

**TOTAL: \$ 15,850 \$ 0**

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 11,200	\$ 3,500
Total SaaS		\$ 1,440
Total Tyler Services	\$ 15,850	
<b>Summary Total</b>	<b>\$ 27,050</b>	<b>\$ 4,940</b>
<b>Contract Total</b>	<b>\$ 31,990</b>	

**Detailed Breakdown of Professional Services (Included in Summary Total)**

Description	Hours	Extended Price	Maintenance
<b>ERP Pro powered by Incode</b>			
ERP Pro Community Development Suite			
Business License Data Analysis	8	\$ 1,160	\$ 0
Licensing	32	\$ 4,640	\$ 0
<b>Sub-Total</b>	<b>40</b>	<b>\$ 5,800</b>	<b>\$ 0</b>
<b>Tyler One</b>			
Content Manager Suite			
Core	40	\$ 5,800	\$ 0
<b>Sub-Total</b>	<b>40</b>	<b>\$ 5,800</b>	<b>\$ 0</b>
<b>TOTAL:</b>	<b>80</b>	<b>\$ 11,600</b>	<b>\$ 0</b>

### Comments

- Work will be delivered remotely unless otherwise noted in this agreement.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Business License Conversion includes Current Licenses, Properties and Contacts - no history

Licensing Access displays the license detail, which includes license number, license type, issued to, alternate contact, property, status, effective date, and expiration date. It displays the balance detail, such as fees, penalties, interest, and tax. Payment packet is. It also allows the user to request renewals, as well as pay or apply for a license. Note that the customer pays the \$1.25 fee per transaction for payment online.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler’s SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

## Tyler Payments Fee Schedule

### Client Electronic Payment Costs (Cost Plus Fee Model)

If absorbing the transaction costs

<p><u>Client Card Cost</u> – per card transaction with Visa, MasterCard, Discover, and American Express for transactions on top of bank and card brand fees</p> <p>Applies to:</p> <ul style="list-style-type: none"> <li>• Business Licenses: Online and In Person</li> </ul>	<p>0.65% + \$0.65</p>
<b>Miscellaneous Costs</b>	
<p><u>Credit Card Chargebacks</u> – if a card payer disputes a transaction at the card issuing bank (e.g. stolen card)</p>	<p>\$15.00</p>
<p><u>eCheck Rejects</u> – when an eCheck transaction comes back as declined (e.g. bounced check)</p>	<p>\$5.00</p>
<p><u>Monthly Gateway Fee</u> – Per merchant account</p>	<p>\$10.00</p>
<p><u>Annual PCI Compliance Fee</u> – Per merchant account</p>	<p>\$99 annually</p>
<p><u>Card Terminal Purchase</u> – per device, per month. Covers cost of PCI compliance, service, maintenance, real-time integration and support</p>	<p>Payments EMV Card Reader Purchase: \$529 (one-time fee per device) Plus \$180 annual per device PCI service fee</p>

(2 MIDs)

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
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:** Charles Penny, City Manager

**From:** Cindy West, Finance Director

**Date:** 06-15-2023

**RE:** Municipal Court Software

**Policy Issue:** Contract Update for Municipal Court Software.

**Recommendation:** Approval of the updated contract for Municipal Court Software. The contract with Courtware Government Software Solutions, now Justice One, has remained the same since the contract was awarded in 2018. The current contract is for a per paid citation rate of \$6.00. The attached contract is for \$9 per paid citation (paid by the violator), or \$1500 per month, whichever is greater. Currently, we are meeting or exceeding the \$1500 minimum.

**Background:** The City of Statesboro's Municipal Court uses Justice Once software to assist in their daily management and records keeping functions. This software is utilized to manage case files, records of fines and various other court processes. This software is compatible with all other required programs utilized concerning Municipal Court's daily functions.

**Budget Impact:** Approximately \$20,000/year

**Council Person and District:** All

**Budget Impact:** N/A

**Council Person and District:** All

**Attachments:** N/A



# NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA  
COUNTY OF: Bulloch

JusticeONE® (herein "JSO"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:  
City of Statesboro

(END USER)

22 West Grady Street | Statesboro, GA 30458

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Azure Data Hosting	1	Included
Visual Court Management System	1	Included
Shield of Justice NCIC Court	5	Included
JusticeONE® Pay	1	JusticeONE Pay (4%)

\$ 9.00 dollars per violation or \$ 1500.00 minimum monthly billing, whichever is greater. Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 1 day of July 2023 to which witness our hands and seal of office.

<b>Licensee</b>	<b>JusticeONE®</b>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Print: _____	Print: <u>Alec Redwine</u>
Title: _____	Title: <u>Account Executive</u>
Date: <u>[Date]</u>	Date: <u>06/13/2023</u>

### Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Courtware Solutions, Inc. (Courtware) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.



1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings placed upon or contained within the Program and related materials.

2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- b. To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- c. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- d. Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

4. LIMITATION OF LIABILITY

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

6. NO WARRANTY

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

7. SPECIAL SERVICES \*

JSO will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and JSO agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

8. EMPLOYMENT

The Client agrees to retain and employ JSO as an independent Contractor, and JSO agrees to Serve the Client upon the terms and conditions hereinafter stated.

9. SERVICE PERIOD

This agreement shall commence July 1, 2023 and shall continue to and including June 30, 2024. Client shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Client informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

10. AGREEMENT TERMINATION OR EXPIRATION

Not less than three (3) months prior to the Expiration Date, the Client shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Client's data files retained by JSO pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Client.

11. AUTHORIZATION

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

12. DUTIES

During the period or periods Of JSO's retainer hereunder, JSO shall provide data processing services to the Client and its various departments. JSO agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

13. DATA FILES

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement, The Client's data shall not be utilized by JSO for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents.

14. COMPENSATION AND TERMINATION \*

Commencing 1 July 2023 the Client shall pay to JSO monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 9.00 per paid violation or a minimum monthly amount of \$ 1500.00, whichever is greater. The per paid violation fee is subject to change to a monthly flat fee amount that is equal to the Client 12 month (or number of months used if less than 12 months) average. The payment rate is subject to change, upon notification. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Client shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder JSO shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate aforementioned support.

15. Data Sharing

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network.

Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

16. MISCELLANEOUS

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by JSO to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

\* Definition of a "Paid" Violation; Any violation in which a payment has been received.

\* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by JSO's existing customer base.



### CJA/G-NCJA and Vendor CJIS Network & Data Agreement

This document constitutes an agreement between the

\_\_\_\_\_  
(CJA or G-NCJA)

\_\_\_\_\_  
(ORI)

and

**JusticeONE® / Courtware Solutions, Inc.**

\_\_\_\_\_  
(Vendor)

hereinafter referred to as the vendor.

The criminal justice agency (CJA) or governmental non-criminal justice agency (G-NCJA) **that is involved in the administration of criminal justice** and the vendor have a written agreement in which the vendor will provide services specific to the administration of criminal justice that involves either direct or indirect access to data through the Georgia Criminal Justice Information System (CJIS) network.

The vendor shall comply with the Federal Bureau of Investigation (FBI) CJIS Security Policy and the Rules of the Georgia Crime Information Center, O.C.G.A § 35-3-30 et. seq. This agreement incorporates the CJIS Security Policy and the Security Addendum.

If the vendor is performing work on behalf of the CJA or G-NCJA, then a brief statement should be included in the area below identifying the agency's purpose and scope of providing services for the administration of criminal justice (see FBI CSP 5.1.1.5)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The vendor shall maintain a list of personnel with access to criminal justice information (CJI) and provide a copy to the CJA or G-NCJA upon request. Vendors whose services enable access to the CJIS network shall maintain a current network topology diagram that meets the FBI CJIS Security Policy requirements and provide a copy of the diagram to the CJA or G-NCJA upon request.

The CJA or G-NCJA reserves the right to terminate this agreement, with or without notice, upon determining the vendor has violated any applicable law, rule or regulation or has violated the terms of this agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the date set forth.

\_\_\_\_\_  
CJA or G-NCJA Signature

\_\_\_\_\_  
Vendor Signature

*David Hamil*

**David Hamil**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Vendor Address:  
\_\_\_\_\_  
\_\_\_\_\_

# 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:** Charles Penny, City Manager

**From:** Demetrius C. Bynes, Director of Human Resources

**Date:** June 14, 2023

**RE:** June 20, 2023 City Council Agenda Items

**Policy Issue:** Consideration of a motion to approve a memorandum of agreement from Condrey & Associates in the amount of \$52,500 to conduct a classification and compensation study.

**Recommendation:** Approve

**Background:** Since February 2022, several employers have announced plans to build manufacturing facilities in Bulloch County and hire over 1500 employees. Given the challenges exposed during the COVID pandemic and the eventual opening of the new manufacturing facilities, the City of Statesboro must take steps to retain its existing workforce while also addressing recruitment challenges. Condrey & Associates completed the City's last classification and compensation study in 2019 and has provided technical support at no additional cost for approximately four years. Condrey & Associates has provided human resources consulting services to various local and state governments for over 24 years. The two principals assigned to this project, Dr. Steve Condrey and Ms. Jan Hansford, have collaborated on over 500 similar projects. Also, Condrey & Associates employs several subject matter experts with knowledge in the areas of local government administration, public safety, public utilities, public works, fire, finance, human resources, and information technology. Given the current relationship with Condrey & Associates, and the firm's extensive background in human resources consulting, I support partnering with Condrey & Associates to complete the classification and compensation study. Assuming the motion is approved by the Elected Body, Condrey & Associates is prepared to begin the classification and compensation study in July 2023.

**Budget Impact:** \$52,500

**Council Members:** All

**Attachment:** Memorandum of Agreement

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Statesboro, party of the first part, hereinafter called the COOPERATOR and Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Condrey and Associates, Inc.

**WITNESSETH**, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR or its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

**NOW, THEREFORE**, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

**Section I**

Condrey and Associates will:

- a. Carry on the cooperative service via telephone, Zoom, and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of one year after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Condrey and Associates involving transactions related to this agreement.

## **Section II**

COOPERATOR will pay Condrey and Associates a fixed fee of \$52,500. This amount will be paid in two (2) equal installments, within twenty (20) days of receipt of billing. The invoices should be directed to Mr. Demetrius C. Bynes, Director of Human Resources, City of Statesboro, 50 E. Main Street, Statesboro, GA 30458; telephone number (912) 764-0683. The billings shall occur on July 15, 2023 and October 1, 2023.

## **Section III**

The term of this agreement shall be from July 1, 2023 through October 31, 2023. However, it may be terminated by either party by written notice of such intent submitted 30 days in advance. In the event of such termination, the COOPERATOR will pay Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

**Section IV**

This agreement may be modified at any time by mutual consent of the parties hereto.  
Any modification hereto shall be in writing and signed by both parties.

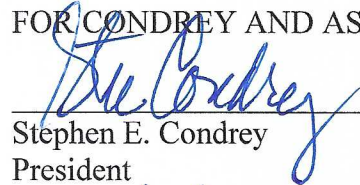
**Section V**

Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

**IN WITNESS WHEREOF**, this agreement is entered into on the date first above written.

FOR CONDREY AND ASSOCIATES:

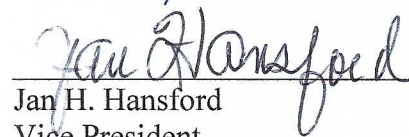
FOR THE CITY OF STATESBORO:

  
\_\_\_\_\_  
Stephen E. Condrey  
President

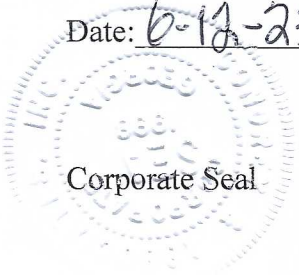
Date: 6/12/23

\_\_\_\_\_

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

  
\_\_\_\_\_  
Jan H. Hansford  
Vice President

Date: 6-12-23



Corporate Seal

## APPENDIX A

### **Contract for Technical Assistance to the City of Statesboro: Proposal for Reviewing and Updating the City's Compensation and Classification System**

The administration of the City of Statesboro has determined the need for a review and updating of the job classification system and pay plan for its employees covered under its personnel system.

#### **Objectives**

Condrey and Associates proposes the following schedule of activities to accomplish four objectives:

1. Review and revise the current personnel classification system and pay plan for all employees covered under this agreement;
2. Produce an updated description of each job and produce a classification system based on job content analysis;
3. Collect salary data and produce a recommended pay plan based on job analysis, job evaluation, and survey data; and
4. Train designated personnel in each step of classification and pay plan development to help insure the implementation and maintenance of the system.

#### **Phase I – Developing a Work Plan and Schedule of Activities**

- 1.1 Condrey and Associates, in cooperation with appropriate officials, will generate a work plan of activities and target dates for completion.
- 1.2 During this phase all the documents detailing the current personnel policies and procedures, job classification system and pay plan will be made available to Condrey and Associates for review and analysis.

#### **Phase II – Job Analysis Survey**

- 2.1 Condrey and Associates will develop a detailed job survey form to be completed by position incumbents. This data will serve as the basis for generating updated job descriptions, job classifications, and job evaluations (ranking of jobs).
- 2.2 Condrey and Associates will determine the number of interviews and/or job audits that will need to be conducted to ensure adequate data for generating a complete and valid

description of each job and job classification. It is anticipated approximately 50% of the city's 315 employees will be interviewed concerning their job duties and responsibilities.

- 2.3 After the job survey, job audits and interview data are analyzed, a properly formatted job description will be completed for each job. The written job description will draw on four sources of information: (1) current job descriptions, (2) information from the job survey, (3) supervisors' review and critique, and (4) interviews and job audits.

### **Phase III – Job Evaluation**

- 3.1 Condrey and Associates will furnish a job evaluation format of established procedures for ranking jobs and measuring differences in job content.
- 3.2 Condrey and Associates and appropriate officials will select a format best suited for measuring different levels of knowledge, skills, and abilities required to perform the jobs to be evaluated.

### **Phase IV – Developing a Compensation Structure**

Condrey and Associates will:

- 4.1 Condrey and Associates will conduct a salary survey of organizations specifically for this project. The survey will include up to 15 organizations and 45 benchmark positions.
- 4.2 Condrey and Associates will collect, review, and format published salary data covering relevant public and private organizations.
- 4.3 Condrey and Associates will analyze and format the survey data for use in establishing competitive pay levels.
- 4.4 After the survey data is compiled, Condrey and Associates will review all data generated to this point with appropriate officials to determine what additional information needs to be considered before moving to the next phase.

### **Phase V – Developing a Pay Plan**

Condrey and Associates will:

- 5.1 Establish recommended pay grades based on the job evaluation results (Phase III) and the wage survey (Phase IV).
- 5.2 Establish pay steps or ranges in each grade and present the complete recommended pay plan to appropriate officials for review. At this point the plan will reflect the data from



Phases III and IV as well as cost-of-living data and the jurisdiction's financial condition and compensation policy.

### **Phase VI – Implementing and Administering the Program**

Condrey and Associates will:

- 6.1 Recommend a series of career ladders and lattices as appropriate.
- 6.2 Determine the proper FLSA designation of each position.
- 6.3 Present alternative plans to ameliorate salary compression.
- 6.4 Be available to provide a reasonable level of ongoing technical assistance necessary to maintain the program.

### **Cost and Duration**

The cost to Condrey and Associates to provide the services specified in this proposal will be a **fixed fee** of \$52,500. Considering the scope of the project, we anticipate a four (4) month work plan beginning July 1, 2023, with final reports submitted on or before October 31, 2023. Follow-up technical assistance will be provided through October 31, 2024 at no additional cost to the City (with the exception of travel-related costs). Formal involvement would terminate October 31, 2023.

City of Statesboro  
Schedule of Activities

<u>DATE</u>	<u>ACTIVITY</u>
July 2023	<ul style="list-style-type: none"><li>o Conduct project orientation for human resources staff and department heads</li><li>o Distribute position questionnaires</li><li>o Completed position questionnaires returned to Condrey and Associates</li></ul>
August 2023	<ul style="list-style-type: none"><li>o Conduct employee interviews</li><li>o Conduct salary survey</li></ul>
September 2023	<ul style="list-style-type: none"><li>o Continue salary survey</li></ul>
October 2023	<ul style="list-style-type: none"><li>o Develop preliminary cost estimate</li><li>o Present preliminary classification and pay report</li><li>o Publish final report</li></ul>
November 2023 - October 2024	<ul style="list-style-type: none"><li>o Provide follow-up technical assistance in pay plan implementation.</li></ul>

Project Directors: Dr. Stephen E. Condrey, President  
Ms. Jan Hansford, Vice President  
Condrey and Associates, Inc.  
PO Box 7907  
Athens, GA 30604-7907  
(706) 380-7107 (Phone)  
(586) 816-4067 (FAX)  
[steve@condrey-consulting.com](mailto:steve@condrey-consulting.com)  
[jan@condrey-consulting.com](mailto:jan@condrey-consulting.com)  
[www.condrey-consulting.com](http://www.condrey-consulting.com)

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** John Washington, Director – Public Works and Engineering

**Date:** June 12, 2023

**RE:** Recommendation of Approval to Execute Purchase Agreements and Payments

**Policy Issue:** West Main Street Sidewalk Project - Right-of-Way (ROW) acquisition

### Recommendation:

Consideration of a motion to authorize Mayor to execute agreements for right-of-way acquisition. Staff recommends approval of the attached Executed Purchase Agreements and for payment to parties identified in agreement(s).

### Background:

The West Main Street Sidewalk project is proposing to install sidewalk along the south right-of-way between Ivory Street and Foss Street. Right-of-Way Acquisition is needed to facilitate this work and to allow construction where an insufficient width of ROW currently exists for such improvements. The following are the parcels with agreements:

#### West Main St. Sidewalk

Parcel 3, 328 W. Main St.	\$850.00
Parcel 4, 328 W. Main St.	\$500.00
Parcel 5, W. Main & Bay St.	\$1,300.00
Parcel 9, 306 W. Main St.	\$500.00
Parcel 10, 302 W. Main St.	\$500.00

### Budget Impact:

Right-of-Way and easement acquisition will be funded by 2018 TSPLOST funds.

### Council Person and District:

District 2, Councilmember Paulette Chavers  
District 3, Councilmember Venus Mack

### Attachment:

Easements and Sign Agreements

AGREEMENT TO PURCHASE REAL ESTATE

Project #: West Main Street Sidewalk Improvements  
Parcel No.: 3

GEORGIA, BULLOCH COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the Mayor and City Council of the City of Statesboro an option to acquire the following described real estate:

Right of Way and/or easements through the tract or parcel of land located in the 1209th GMD of Bulloch County, Georgia, and being more particularly shown on the plat attached hereto and made a part hereof by reference.

For the sum of \$ 850.00, the undersigned agrees to execute and deliver to Mayor and City Council of the City of Statesboro, 594.04 Square feet of Right of Way and 1024.40 Square feet of temporary easement to the lands owned by the undersigned as reflected on the attached Exhibit "A."

\*\*\*\*\*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 60 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.
  - 594.04 Square feet of Right of Way
  - Linear Feet of Limited Access
  - Square Feet of Construction and Maintenance Easement
  - 1024.40 Square Feet of Construction Easement (Temporary)
- 3) All temporary Easements will terminate upon completion and acceptance of the project by the Mayor and City Council of the City of Statesboro.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special provisions, if any, are listed on Exhibit "B," which is attached hereto and incorporated herein by reference.

The undersigned executes this agreement with the understanding that no prior agreement for purchase of the real estate exists between the Mayor and City Council of the City of Statesboro and the undersigned.

Witness my hand and seal this 24 day of June, 2022.

Signed, Sealed and Delivered

In the presence of:

Wilho W. De Pace  
Witness

[Signature]  
BY:

[Signature]  
Notary Public



Approved \_\_\_\_\_ Date \_\_\_\_\_

City of Statesboro  
Statesboro, Georgia

IRS REPORTING INFORMATION

Page 3

- 1. Address and/or legal description  
328 West Main St., Statesboro, Ga.
- 2. Residential Property (1 to 4 units): Yes \_\_\_ No X
- 3. Contract Sales Price (Gross Proceeds): \$ 830<sup>00</sup>

4. TAXPAYER IDENTIFICATION NUMBER  
(Social Security or Employer Identification)

Seller(s) Name: Brandon J. Stewart Tax ID Number: 251-85-7093

5. Correct Mailing Address of Seller(s): 1607 DePaul Church Rd  
Pembroke, GA. 31321

6. ALLOCATION OF THE GROSS PROCEEDS:  
(See Attached Settlement and Disbursement Statement)

The undersigned acknowledge(s) that the Internal Revenue Service requires the above transaction to be reported and requires an accurate disclosure of the above information. The undersigned warrant(s) that the above information is true and correct and acknowledge(s) that the above information required by the Internal Revenue Service concerning the sale of the above property this date. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

\_\_\_\_\_  
Date of Closing

\_\_\_\_\_  
Owner:

\_\_\_\_\_

AGREEMENT TO PURCHASE REAL ESTATE

Project #: West Main Street Sidewalk Improvements  
Parcel No.: 4

GEORGIA, BULLOCH COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the Mayor and City Council of the City of Statesboro an option to acquire the following described real estate:

Right of Way and/or easements through the tract or parcel of land located in the 1209th GMD of Bulloch County, Georgia, and being more particularly shown on the plat attached hereto and made a part hereof by reference.

For the sum of \$ 500.00, the undersigned agrees to execute and deliver to Mayor and City Council of the City of Statesboro, 169.13 Square feet of Right of Way and 724.42 Square feet of temporary easement to the lands owned by the undersigned as reflected on the attached Exhibit "A."

\*\*\*\*\*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 60 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.  
169.13 Square feet of Right of Way  
         Linear Feet of Limited Access  
         Square Feet of Construction and Maintenance Easement  
742.42 Square Feet of Construction Easement (Temporary)
- 3) All temporary Easements will terminate upon completion and acceptance of the project by the Mayor and City Council of the City of Statesboro.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special provisions, if any, are listed on Exhibit "B," which is attached hereto and incorporated herein by reference.

The undersigned executes this agreement with the understanding that no prior agreement for purchase of the real estate exists between the Mayor and City Council of the City of Statesboro and the undersigned.

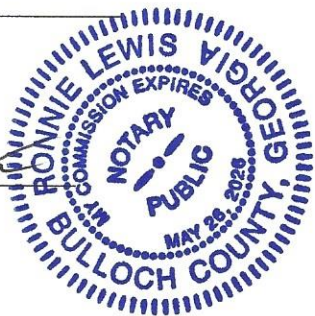
Witness my hand and seal this 2<sup>nd</sup> day of June, 2023.

Signed, Sealed and Delivered  
In the presence of:

Willie H. Oliver  
Witness

[Signature]  
BY:

[Signature]  
Notary Public



Approved \_\_\_\_\_ Date \_\_\_\_\_

City of Statesboro  
Statesboro, Georgia

IRS REPORTING INFORMATION

Parcel No. 4

1. Address and/or legal description  
328 West Main St., Statesboro, Ga.
2. Residential Property (1 to 4 units): Yes \_\_\_ No X
3. Contract Sales Price (Gross Proceeds): \$ 500<sup>00</sup>
4. TAXPAYER IDENTIFICATION NUMBER  
(Social Security or Employer Identification)

Seller(s) Name: Brandon J. Stewart Tax ID Number: 251-85-7093

5. Correct Mailing Address of Seller(s): 1607 Deloach Church Rd  
Pembroke, GA 31321

6. ALLOCATION OF THE GROSS PROCEEDS:  
(See Attached Settlement and Disbursement Statement)

The undersigned acknowledge(s) that the Internal Revenue Service requires the above transaction to be reported and requires an accurate disclosure of the above information. The undersigned warrant(s) that the above information is true and correct and acknowledge(s) that the above information required by the Internal Revenue Service concerning the sale of the above property this date. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

\_\_\_\_\_  
Date of Closing

\_\_\_\_\_  
Owner:  
\_\_\_\_\_

AGREEMENT TO PURCHASE REAL ESTATE

Project #: West Main Street Sidewalk Improvements  
Parcel No.: 5

GEORGIA, BULLOCH COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the Mayor and City Council of the City of Statesboro an option to acquire the following described real estate:

Right of Way and/or easements through the tract or parcel of land located in the 1209th GMD of Bulloch County, Georgia, and being more particularly shown on the plat attached hereto and made a part hereof by reference.

For the sum of \$ 1,300.00, the undersigned agrees to execute and deliver to Mayor and City Council of the City of Statesboro, 424.48 Square feet of Right of Way and 3,786.63 Square feet of temporary easement to the lands owned by the undersigned as reflected on the attached Exhibit "A."

\*\*\*\*\*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 60 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.  
424.48 Square feet of Right of Way  
         Linear Feet of Limited Access  
         Square Feet of Construction and Maintenance Easement  
3,786.63 Square Feet of Construction Easement (Temporary)
- 3) All temporary Easements will terminate upon completion and acceptance of the project by the Mayor and City Council of the City of Statesboro.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special provisions, if any, are listed on Exhibit "B," which is attached hereto and incorporated herein by reference.

The undersigned executes this agreement with the understanding that no prior agreement for purchase of the real estate exists between the Mayor and City Council of the City of Statesboro and the undersigned.

Witness my hand and seal this 30 day of May, 2023.

Signed, Sealed and Delivered  
In the presence of:

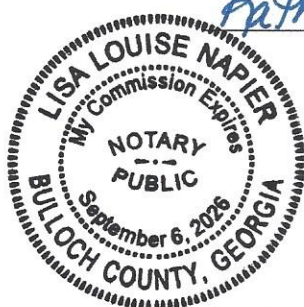
[Signature]  
Witness

[Signature], Executive Director  
BY:

Lisa Louise Napier  
Notary Public

Kathy Jenkins

Approved \_\_\_\_\_ Date \_\_\_\_\_





City of Statesboro  
Statesboro, Georgia

**IRS REPORTING INFORMATION**

1. Address and/or legal description

West Main and Bay Street, Statesboro, Ga.

2. Residential Property (1 to 4 units): Yes \_\_\_ No

3. Contract Sales Price (Gross Proceeds): \$ 4300.00

4. TAXPAYER IDENTIFICATION NUMBER

(Social Security or Employer Identification)

Seller(s) Name: Habitat for Humanity of Tax ID Number: 58-1933723  
Bulloch County

5. Correct Mailing Address of Seller(s): 201 Johnson St.  
P.O. Box 1253  
Statesboro, GA 30459

6. ALLOCATION OF THE GROSS PROCEEDS:

(See Attached Settlement and Disbursement Statement)

The undersigned acknowledge(s) that the Internal Revenue Service requires the above transaction to be reported and requires an accurate disclosure of the above information. The undersigned warrant(s) that the above information is true and correct and acknowledge(s) that the above information required by the Internal Revenue Service concerning the sale of the above property this date. Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.

\_\_\_\_\_  
Date of Closing

\_\_\_\_\_  
Owner:  
  
\_\_\_\_\_

AGREEMENT TO PURCHASE REAL ESTATE

Project #: West Main Street Sidewalk Improvements

Parcel No.: 9

GEORGIA, BULLOCH COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the Mayor and City Council of the City of Statesboro an option to acquire the following described real estate:

Right of Way and/or easements through the tract or parcel of land located in the 1209th GMD of Bulloch County, Georgia, and being more particularly shown on the plat attached hereto and made a part hereof by reference.

For the sum of \$ 500.00, the undersigned agrees to execute and deliver to Mayor and City Council of the City of Statesboro a temporary easement to the lands owned by the undersigned as reflected on the attached Exhibit "A."

\*\*\*\*\*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 60 days from this date.
2) The consideration recited is full payment for the rights conveyed.
Square feet of Right of Way
Linear Feet of Limited Access
Square Feet of Construction and Maintenance Easement (Permanent)
330.91 Square Feet of Construction Easement (Temporary)
3) All temporary Easements will terminate upon completion and acceptance of the project by the Mayor and City Council of the City of Statesboro.
4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
5) Special provisions, if any, are listed on Exhibit "B," which is attached hereto and incorporated herein by reference.

The undersigned executes this agreement with the understanding that no prior agreement for purchase of the real estate exists between the Mayor and City Council of the City of Statesboro and the undersigned.

Witness my hand and seal this 26th day of May, 2023.

Signed, Sealed and Delivered
In the presence of:

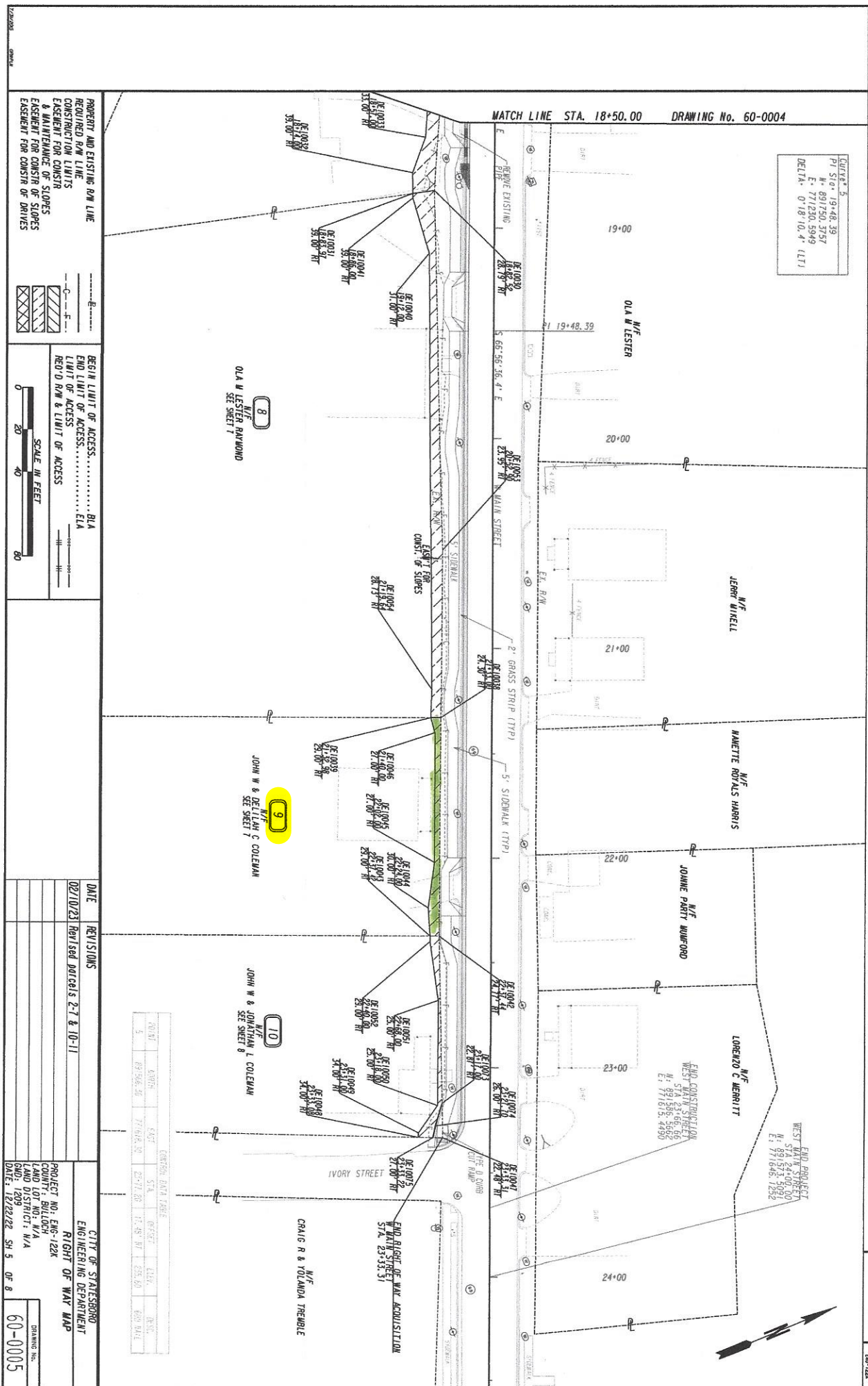
Witness signature
Notary Public signature
Notary Public seal: RONNIE LEWIS, NOTARY PUBLIC, BULLOCH COUNTY, GEORGIA, COMMISSION EXPIRES MAY 26, 2026

BY: John W. Coleman
Deborah Coleman

Approved Date

CURVE # 5  
 PT STA. 19+48.39  
 M = 891750.3757  
 E = 771230.5949  
 DELTA = 0°18'10.4" (LIT)

MATCH LINE STA. 18+50.00 DRAWING No. 60-0004



PROJECT AND EXISTING RW LINE  
 REQUIREMENT RW LINE  
 CONSTRUCTION LIMITS  
 EASEMENT FOR CONSTRUCTION  
 & MAINTENANCE OF SLOPES  
 EASEMENT FOR CONSTRUCTION OF SLOPES  
 EASEMENT FOR CONSTRUCTION OF DRIVES

BEGIN LIMIT OF ACCESS..... BIA  
 END LIMIT OF ACCESS..... EIA  
 RECD RW & LIMIT OF ACCESS



DATE	REVISIONS
02/10/23	Rev sed doc/cris 2-7 & 10-11

CITY OF STATESBORO  
 ENGINEERING DEPARTMENT  
 RIGHT OF WAY MAP  
 PROJECT NO. ENG-122K  
 COUNTY, BUILDER  
 LAND LOT NO. N/A  
 LAND DISTRICT N/A  
 DATE: 12/22/22 SH 5 OF 8  
 DRAWING No. 60-0005

NO.	DATE	BY	DESCRIPTION
1	02/10/23	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...

8  
N/E  
OLA M LESTER RAYMOND  
SEE SHEET 7

9  
N/E  
JOHN W & DEILLIAN C COLEMAN  
SEE SHEET 7

10  
N/E  
JOHN W & JONATHAN L COLEMAN  
SEE SHEET 8

CRAIG R & YOLANDA TREMBLE

END RIGHT OF WAY ACQUISITION  
ST.A. 23+33.31

END CONSTRUCTION  
WEST MAIN STREET  
STA. 23+66.66  
M = 891586.5562  
E = 771815.4950

END PROJECT  
WEST MAIN STREET  
STA. 24+00.00  
M = 891573.5981  
E = 771646.1292

SEE SHEET 4  
 PAR 5 HANBART FOR HUMANITY OF BULLOCH  
 RECD TEMP EASMT I, DE105

PNT	OFFSET/	STATION/	ALIGNMENT
DE10015	22.32 R	15+26.18	W Main St - Foss St 10 100'Y SI
DE10055	21.45 R	15+64.00	W Main St - Foss St 10 100'Y SI
DE10066	26.00 R	15+80.00	W Main St - Foss St 10 100'Y SI
DE10067	26.00 R	15+90.00	W Main St - Foss St 10 100'Y SI
DE10068	22.15 R	15+90.00	W Main St - Foss St 10 100'Y SI
DE10069	25.00 R	17+19.65	W Main St - Foss St 10 100'Y SI
DE10020	39.00 R	17+20.53	W Main St - Foss St 10 100'Y SI
DE10021	43.00 R	16+25.00	W Main St - Foss St 10 100'Y SI
DE10022	46.00 R	15+91.00	W Main St - Foss St 10 100'Y SI
DE10023	45.00 R	15+78.00	W Main St - Foss St 10 100'Y SI
DE10016	35.00 R	15+38.99	W Main St - Foss St 10 100'Y SI
DE10015	22.32 R	15+28.18	W Main St - Foss St 10 100'Y SI
RECD EASMT	3786.63		
RECD EASMT	0.087		ACRES

SEE SHEET 4  
 PAR 6 CLAYTON COURT  
 RECD EASMT I, FOR CONST. AND MAINT. OF SLOPES & DRAINAGE DE116

PNT	OFFSET/	STATION/	ALIGNMENT
DE10025	49.00 E	15+94.00	W Main St - Foss St 10 100'Y SI
DE10026	50.16 E	15+10.00	W Main St - Foss St 10 100'Y SI
DE10027	41.94 E	15+30.10	W Main St - Foss St 10 100'Y SI
DE10016	10.67 E	15+38.57	W Main St - Foss St 10 100'Y SI
DE10024	31.27 E	16+65.00	W Main St - Foss St 10 100'Y SI
DE10025	27.63 E	15+93.00	W Main St - Foss St 10 100'Y SI
DE10025	49.00 E	15+94.00	W Main St - Foss St 10 100'Y SI
RECD EASMT	1194.01		
RECD EASMT	0.027		ACRES

SEE SHEET 4  
 PAR 7 FRANKLIN H COLLINS  
 RECD R/W DE117

PNT	OFFSET/	DIST	STATION/	ALIGNMENT
DE10029	24.39 R		17+60.94	W Main St - Foss St 10 100'Y SI
DE10072	23.82 R		17+65.00	W Main St - Foss St 10 100'Y SI
DE10070	31.00 R		17+40.17	W Main St - Foss St 10 100'Y SI
DE10029	24.39 R		17+60.94	W Main St - Foss St 10 100'Y SI
RECD R/W	0.002			ACRES
REMAINDER	0.90			ACRES

SEE SHEET 4  
 PAR 8 FRANKLIN H COLLINS  
 RECD TEMP EASMT I, DE108

PNT	OFFSET/	STATION/	ALIGNMENT
DE10070	31.00 R	17+60.94	W Main St - Foss St 10 100'Y SI
DE10072	23.82 R	17+65.00	W Main St - Foss St 10 100'Y SI
DE10030	28.75 R	15+82.59	W Main St - Foss St 10 100'Y SI
DE10031	39.00 R	15+15.00	W Main St - Foss St 10 100'Y SI
DE10032	39.00 R	16+38.26	W Main St - Foss St 10 100'Y SI
DE10033	33.00 R	16+16.00	W Main St - Foss St 10 100'Y SI
DE10034	32.00 R	18+33.00	W Main St - Foss St 10 100'Y SI
DE10035	36.00 R	18+31.00	W Main St - Foss St 10 100'Y SI
DE10036	43.00 R	17+01.00	W Main St - Foss St 10 100'Y SI
DE10037	68.00 R	17+55.00	W Main St - Foss St 10 100'Y SI
DE10038	68.00 R	17+58.28	W Main St - Foss St 10 100'Y SI
DE10039	31.00 R	17+60.94	W Main St - Foss St 10 100'Y SI
RECD EASMT	1066.33		
RECD EASMT	0.037		ACRES

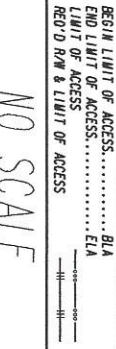
SEE SHEET 5  
 PAR 9 OLA W LESSER PARKWOOD  
 RECD TEMP EASMT I, DE108

PNT	OFFSET/	STATION/	ALIGNMENT
DE10030	28.75 R	18+82.59	W Main St - Foss St 10 100'Y SI
DE10053	23.85 R	20+92.90	W Main St - Foss St 10 100'Y SI
DE10038	80.10 R	15+65.41	W Main St - Foss St 10 100'Y SI
DE10039	29.00 R	21+32.98	W Main St - Foss St 10 100'Y SI
DE10054	28.73 R	18+82.59	W Main St - Foss St 10 100'Y SI
DE10040	207.82 R	19+12.00	W Main St - Foss St 10 100'Y SI
DE10041	39.00 R	18+65.00	W Main St - Foss St 10 100'Y SI
DE10031	39.00 R	18+48.97	W Main St - Foss St 10 100'Y SI
DE10030	28.75 R	18+82.59	W Main St - Foss St 10 100'Y SI
RECD EASMT	1801.33		
RECD EASMT	0.028		ACRES

SEE SHEET 5  
 PAR 10 W A DEL COLUMBA  
 RECD TEMP EASMT I, DE109

PNT	OFFSET/	STATION/	ALIGNMENT
DE10038	24.30 R	21+33.00	W Main St - Foss St 10 100'Y SI
DE10042	104.44 R	5+65.41	W Main St - Foss St 10 100'Y SI
DE10043	29.00 R	22+31.48	W Main St - Foss St 10 100'Y SI
DE10044	30.00 R	22+24.00	W Main St - Foss St 10 100'Y SI
DE10045	27.00 R	22+02.00	W Main St - Foss St 10 100'Y SI
DE10046	27.00 R	21+40.00	W Main St - Foss St 10 100'Y SI
DE10039	29.00 R	21+40.00	W Main St - Foss St 10 100'Y SI
DE10038	24.30 R	21+33.00	W Main St - Foss St 10 100'Y SI
RECD EASMT	330.91		
RECD EASMT	0.008		ACRES

PROPERTY AND EXISTING R/W LINE  
 RECORDED R/W LINE  
 CONSTRUCTION LIMITS  
 EASEMENT FOR CONSTR  
 & MAINTENANCE OF SLOPES  
 EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BIA  
 END LIMIT OF ACCESS.....ELA  
 RECD R/W & LIMIT OF ACCESS

NO SCALE

DATE	REVISIONS
02/10/23	Revised parcels 2-7 & 10-11

CITY OF STATESBORO  
 ENGINEERING DEPARTMENT  
 RIGHT OF WAY MAP  
 PROJECT NO.: ENG-122X  
 COUNTY: BULLOCH  
 LAND DISTRICT: W/A  
 DATE: 12/22/22  
 SHEET 7 OF 8  
 DRAWING NO.: 60-0007

AGREEMENT TO PURCHASE REAL ESTATE

Project #: West Main Street Sidewalk Improvements  
Parcel No.: 10

GEORGIA, BULLOCH COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the Mayor and City Council of the City of Statesboro an option to acquire the following described real estate:

Right of Way and/or easements through the tract or parcel of land located in the 1209th GMD of Bulloch County, Georgia, and being more particularly shown on the plat attached hereto and made a part hereof by reference.

For the sum of \$ 500.00, the undersigned agrees to execute and deliver to Mayor and City Council of the City of Statesboro, 40.15 square feet of right of way and 236.00 square feet of temporary easement to the lands owned by the undersigned as reflected on the attached Exhibit "A."

\*\*\*\*\*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 60 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.
  - 40.15 Square feet of Right of Way
  - Linear Feet of Limited Access
  - Square Feet of Construction and Maintenance Easement (Permanent)
  - 236.00 Square Feet of Construction Easement (Temporary)
- 3) All temporary Easements will terminate upon completion and acceptance of the project by the Mayor and City Council of the City of Statesboro.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special provisions, if any, are listed on Exhibit "B," which is attached hereto and incorporated herein by reference.

The undersigned executes this agreement with the understanding that no prior agreement for purchase of the real estate exists between the Mayor and City Council of the City of Statesboro and the undersigned.

Witness my hand and seal this 20th day of May, 2023.

Signed, Sealed and Delivered  
In the presence of:

Wilbur H. DeLoach  
Witness

Ronnie Lewis  
Notary Public



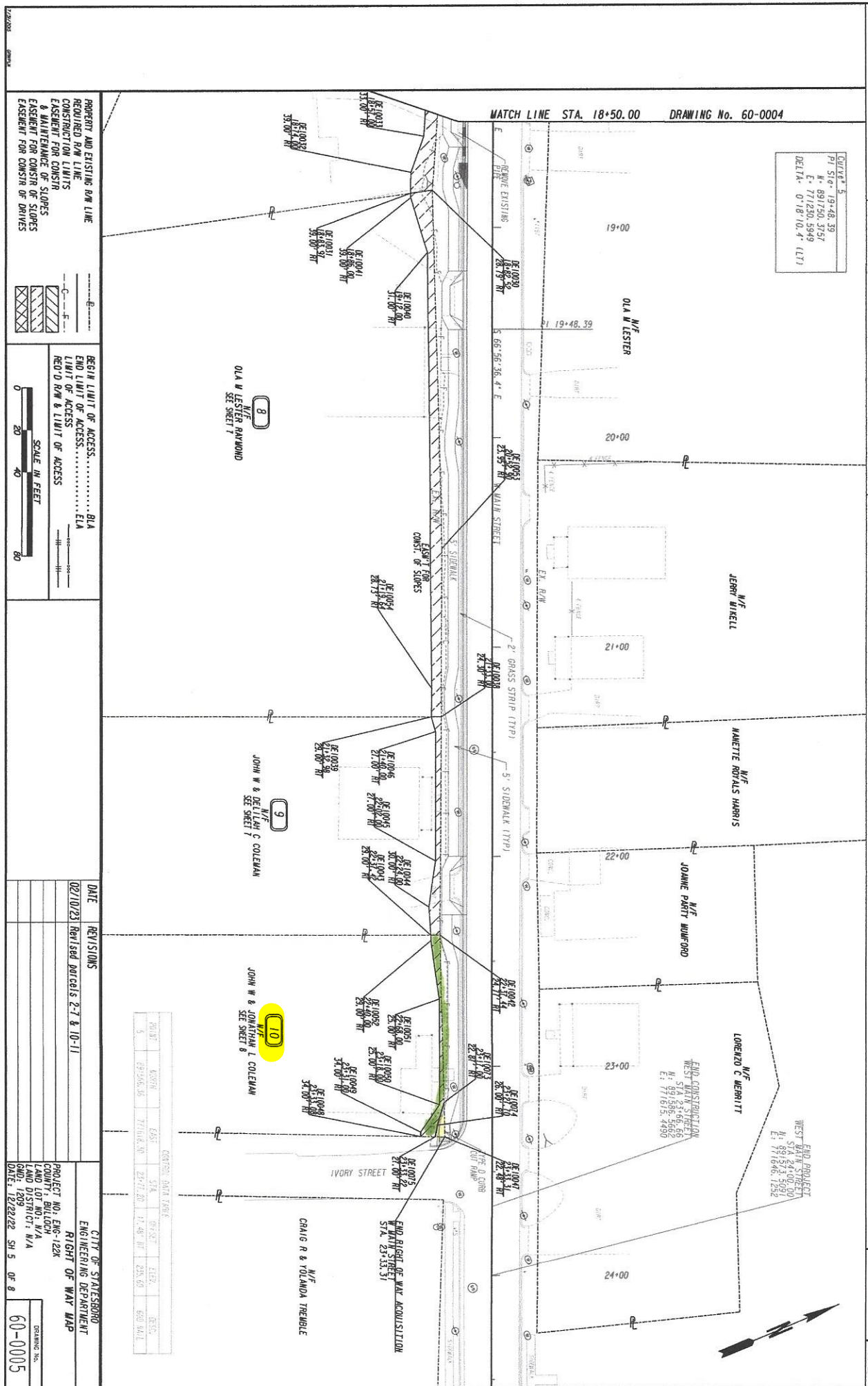
John W. Coleman  
BY:

John W. Coleman

Approved \_\_\_\_\_ Date \_\_\_\_\_

CURVE # 5  
 PI STA = 19+48.39  
 N = 891750.3757  
 E = 771230.59449  
 DELTA = 0°18'10.4" (L71)

MATCH LINE STA. 18+50.00 DRAWING No. 60-0004



PROPERTY AND EXISTING R/W LINE  
 REQUIRED R/W LINE  
 CONSTRUCTION LIMITS  
 EASEMENT FOR CONSTR  
 & MAINTENANCE OF SLOPES  
 EASEMENT FOR CONSTR OF DRAIVES

BEGIN LIMIT OF ACCESS.....BIA  
 END LIMIT OF ACCESS.....EIA  
 REQ'D R/W & LIMIT OF ACCESS

SCALE IN FEET  
 0 20 40 80

REVISIONS

DATE	REVISIONS
02/10/23	Revised parcels 2-7 & 10-11

CITY OF STATESBORO  
 ENGINEERING DEPARTMENT  
 RIGHT OF WAY MAP  
 PROJECT NO.: ENG-12X  
 COUNTY: BULLOCH  
 LAND LOT NO.: N/A  
 LAND DISTRICT: N/A  
 DATE: 12/22/22 SH 5 OF 8

CONTROL DATA TABLE

POINT	EASTING	NORTHING	EL. (FT)
1	771608.00	2477120.00	71.48
2	771608.00	2477120.00	71.48
3	771608.00	2477120.00	71.48

8  
 N/F  
 OLA M LESTER RAYMOND  
 SEE SHEET 7

9  
 N/F  
 JOHN W & JONATHAN L COLEMAN  
 SEE SHEET 7

10  
 N/F  
 JOHN W & JONATHAN L COLEMAN  
 SEE SHEET 6

CRAIG R & YOLANDA TREMBLE

END RIGHT OF WAY ACQUISITION  
 STA. 23+33.31

SEE SHEET 5  
 PA# 410 JOHN W & JONATHAN L COLEMAN  
 RECD R/W DE 120

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE 10073	22.87 R		23+17.00		W Main St - Foss St 10 Ivory St
DE 10074	16.32 R		5 68'19" 00.4' E		W Main St - Foss St 10 Ivory St
DE 10075	4.52 R		23+33.31		W Main St - Foss St 10 Ivory St
DE 10076	27.00 R		5 24'14" 24.1' W		W Main St - Foss St 10 Ivory St
DE 10077	26.00 S, 61		23+33.22		W Main St - Foss St 10 Ivory St
DE 10078	1.15 R		N 58'40" 30.5' W		W Main St - Foss St 10 Ivory St
DE 10079	22.87 R		23' 50" 30' 16.8' W		W Main St - Foss St 10 Ivory St
DE 10080	40.15 R		23+17.00		W Main St - Foss St 10 Ivory St
RECD R/W	0.001	SF			
REMAINDER	0.48	ACRES			

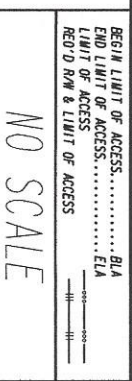
SEE SHEET 3  
 PA# 411 CARL W LEE A JOHNSON  
 RECD TEMP EASMT DE 103

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE 10078	13.74 R		10+10.00		W Main St - Foss St 10 Ivory St
DE 10079	21.00 L		10+36.00		W Main St - Foss St 10 Ivory St
DE 10080	18.29 R		5 5' 39" 54.2' E		W Main St - Foss St 10 Ivory St
DE 10081	4.61 L		10+44.00		W Main St - Foss St 10 Ivory St
DE 10082	21.61 R		N 73' 44" 55.1' W		W Main St - Foss St 10 Ivory St
DE 10083	3.10 L		10+22.53		W Main St - Foss St 10 Ivory St
DE 10084	13.74 R		N 50' 70" 19.2' W		W Main St - Foss St 10 Ivory St
RECD EASMT	359.24	SF			
RECD R/W	0.008	ACRES			

SEE SHEET 5  
 PA# 410 JOHN W & JONATHAN L COLEMAN  
 RECD TEMP EASMT DE 110

PNT	OFFSET/	DIST	STATION/	BEARING	ALIGNMENT
DE 10092	24.17 R		22' 31" 18" 36.2' E		W Main St - Foss St 10 Ivory St
DE 10093	22.87 R		23+17.00		W Main St - Foss St 10 Ivory St
DE 10094	11.15 R		5 50' 38" 16.8' E		W Main St - Foss St 10 Ivory St
DE 10095	26.00 R		23+27.70		W Main St - Foss St 10 Ivory St
DE 10096	27.00 S, 61		23+33.22		W Main St - Foss St 10 Ivory St
DE 10097	34.00 R		23' 50" 30' 16.8' W		W Main St - Foss St 10 Ivory St
DE 10098	1.00 R		23' 50" 30' 16.8' W		W Main St - Foss St 10 Ivory St
DE 10099	2.08 R		N 66' 56" 34.9' W		W Main St - Foss St 10 Ivory St
DE 10100	1.5, 81 R		N 32' 14" 53.8' W		W Main St - Foss St 10 Ivory St
DE 10101	25.00 R		23+18.00		W Main St - Foss St 10 Ivory St
DE 10102	25.00 R		N 68' 56" 34.9' W		W Main St - Foss St 10 Ivory St
DE 10103	25.00 R		22' 58" 00" 24.7' W		W Main St - Foss St 10 Ivory St
DE 10104	29.00 R		22' 40" 00"		W Main St - Foss St 10 Ivory St
DE 10105	2.58 R		N 68' 56" 34.9' W		W Main St - Foss St 10 Ivory St
DE 10106	29.00 R		22' 57" 42"		W Main St - Foss St 10 Ivory St
DE 10107	24.17 R		N 23' 18" 40.1' E		W Main St - Foss St 10 Ivory St
RECD EASMT	236.10	SF			
RECD R/W	0.005	ACRES			

PROPERTY AND EXISTING R/W LINE  
 REQUIRED R/W LINE  
 CONSTRUCTION LIMITS  
 EASEMENT FOR CONSTR  
 & MAINTENANCE OF SLOPES  
 EASEMENT FOR CONSTR OF SLOPES  
 EASEMENT FOR CONSTR OF DRIVES



BEGIN LIMIT OF ACCESS.....BLA  
 END LIMIT OF ACCESS.....ELA  
 LIMIT OF ACCESS.....EIA  
 RECD R/W & LIMIT OF ACCESS

DATE	REVISIONS
02/10/23	Revised parcels 2-7 & 10-11

CITY OF STATESBORO  
 ENGINEERING DEPARTMENT  
 RIGHT OF WAY MAP

PROJECT NO: EMG-122X  
 COUNTY: BULLOCH  
 LAND LOT NO: N/A  
 LAND DISTRICT: N/A  
 DATE: 12/29/2022 SH 8 OF 8

DRAWING NO: 60-0008

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** John Washington, Director – Public Works and Engineering

**Date:** June 12, 2023

**RE:** Recommendation of Approval to Execute Purchase Agreements and Payments

**Policy Issue:** Gentilly Sidewalk Project - Right-of-Way (ROW) acquisition

### Recommendation:

Consideration of a motion to authorize Mayor to execute agreements for right-of-way acquisition. Staff recommends approval of the attached Executed Purchase Agreements and for payment to parties identified in agreement(s).

### Background:

The Gentilly Road Sidewalk project is proposing to install sidewalk along alternating sides of the corridor. Right-of-Way Acquisition is needed to facilitate this work and to allow construction where an insufficient width of ROW currently exists for such improvements. The following are the parcels with agreements:

#### Gentilly Sidewalk

Tax Parcel ID S52/021	\$5,300.00
Tax Parcel ID S52/130	\$2,000.00

### Budget Impact:

Right-of-Way and easement acquisition will be funded by 2018 TSPLOST funds.

### Council Person and District:

District 2, Councilmember Paulette Chavers  
District 3, Councilmember Venus Mack

### Attachment:

Easements and Sign Agreements



**AGREEMENT TO PURCHASE REAL ESTATE**

Project #: Gentilly Road Sidewalk Improvements

Tax Parcel No.: S52/021

GEORGIA, BULLOCH COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the Mayor and City Council of the City of Statesboro an option to acquire the following described real estate:

Right of Way and/or easements through the tract or parcel of land located in the 1209th GMD of Bulloch County, Georgia, and being more particularly shown on the plat attached hereto and made a part hereof by reference.

For the sum of \$ 5,300.00, the undersigned agrees to execute and deliver to Mayor and City Council of the City of Statesboro a permanent easement to the lands owned by the undersigned as reflected on the attached Exhibit "A."

\*\*\*\*\*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 60 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.
  - 1242.08 square feet of Right of Way
  - Linear Feet of Limited Access
  - Square Feet of Construction and Maintenance Easement
  - 1258+/- Square Feet of Construction Easement (Temporary)
- 3) All temporary Easements will terminate upon completion and acceptance of the project by the Mayor and City Council of the City of Statesboro .
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special provisions, if any, are listed on Exhibit "B," which is attached hereto and incorporated herein by reference.

The undersigned executes this agreement with the understanding that no prior agreement for purchase of the real estate exists between the Mayor and City Council of the City of Statesboro and the undersigned.

Witness my hand and seal this 20 day of January, 2023

Signed, Sealed and Delivered  
In the presence of:

**Jason R. McGibony Properties, LLC**

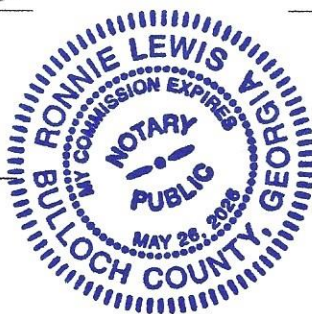
Witness

[Signature]  
Notary Public

[Signature]

Approved

Date

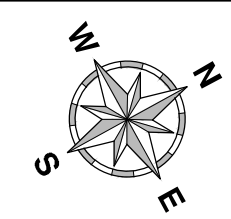
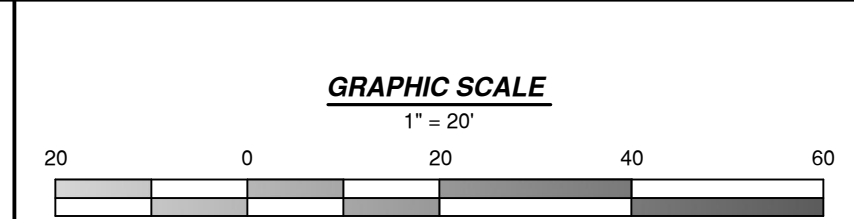


**GENERAL SITE NOTES**

- HORIZONTAL DATUM IS BASED ON NAD 1983 ESTABLISHED BY USING EGPS SOLUTIONS NETWORK GPS.
- OWNERS AND TAX ID. NUMBERS WERE TAKEN FROM THE BULLOCH COUNTY TAX ASSESSORS WEB SITE.
- CONSTRUCTION CENTERLINE STATION NUMBERS WERE TAKEN FROM CIVIL DESIGN PLANS FOR GENTILLY ROAD DESIGNED BY PARKER ENGINEERING.

**EXPLANATION OF UTILITY LOCATIONS**

THE UTILITIES ARE SHOWN AS PER THE LOCATION OF POLES, MANHOLES, VALVES, PEDESTALS, ETC., EXISTING DRAWINGS AND INFORMATION PROVIDED BY UTILITY PERSONNEL. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE UTILITIES SHOWN WERE TAKEN FROM SURVEYS PERFORMED BY MAXWELL-REDDICK AND ASSOCIATES.

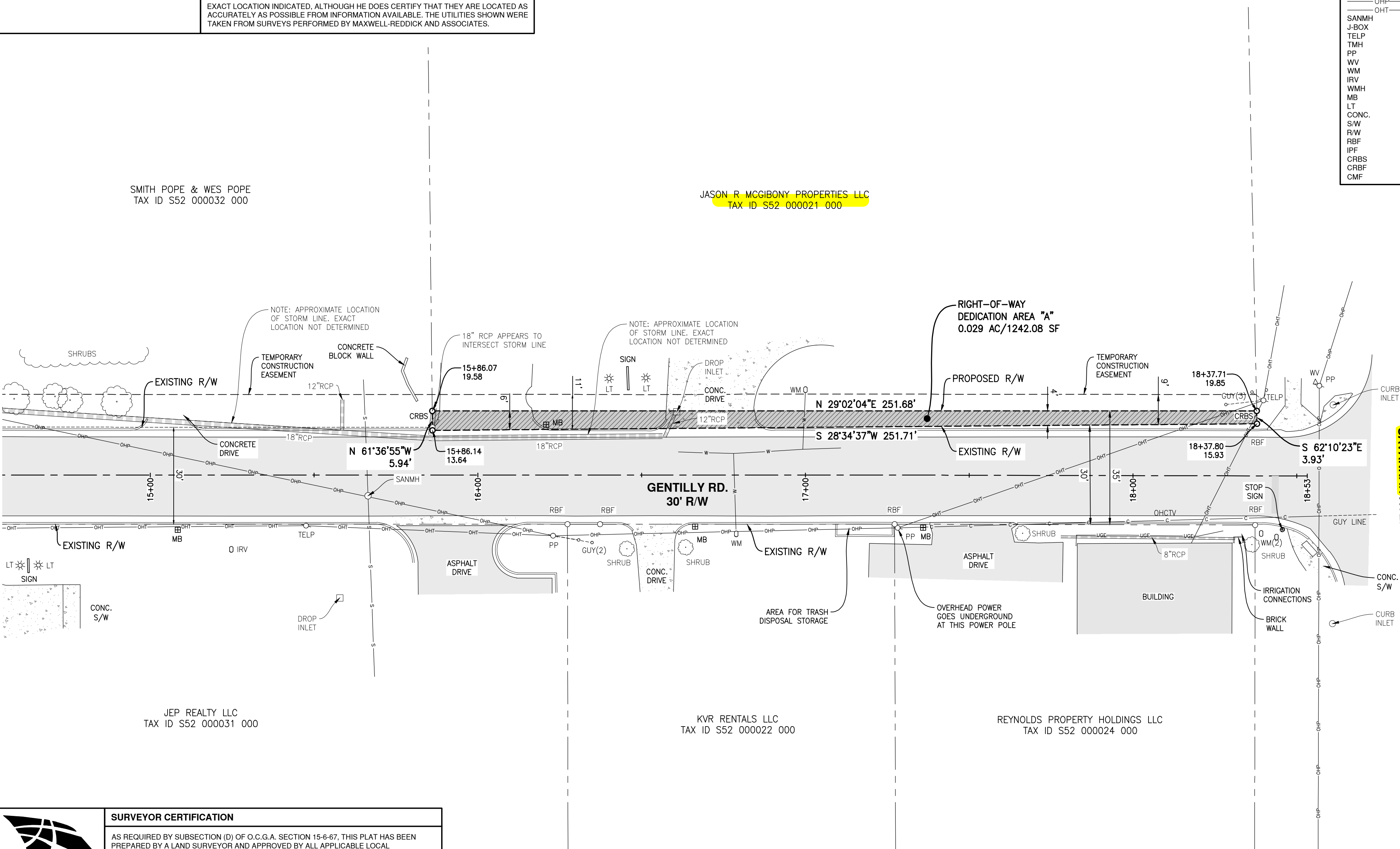


**LEGEND**

	= STORM PIPE
	= SANITARY SEWER
	= WATER LINE
	= GAS LINE
	= OVERHEAD POWER
	= OVERHEAD TELEPHONE
	= SANITARY MANHOLE
	= JUNCTION BOX
	= TELEPHONE POLE
	= TELEPHONE MANHOLE
	= POWER POLE
	= WATER VALVE
	= WATER METER
	= IRRIGATION VALVE
	= WATER MANHOLE
	= MAILBOX
	= LIGHT
	= CONCRETE
	= SIDEWALK
	= RIGHT OF WAY
	= REBAR FOUND
	= IRON PIPE FOUND
	= CAPPED REBAR SET
	= CONC. MARKER FOUND

SMITH POPE & WES POPE  
TAX ID S52 000032 000

JASON R MCGIBONY PROPERTIES LLC  
TAX ID S52 000021 000



SAVANNAH AVE.

JEP REALTY LLC  
TAX ID S52 000031 000

KVR RENTALS LLC  
TAX ID S52 000022 000

REYNOLDS PROPERTY HOLDINGS LLC  
TAX ID S52 000024 000



**SURVEYOR CERTIFICATION**

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATIONS, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JOHN A. DOTSON - GA. RLS #2500 \_\_\_\_\_ DATE \_\_\_\_\_

CERTIFICATE OF AUTHORIZATION # LSF000953

PRECISION DATA		FIELD EQUIPMENT	
E.O.C. FIELD	1 / N/A	TRIMBLE R6 GPS	
ERROR PER ANGLE	00° 00' 00.X"	MAGNETIC LOCATOR	
ADJ. METHOD	NETWORK LEAST SQUARES	TRIMBLE ACCESS	
E.O.C. PLAT	1 / 78,411	TRIMBLE S8	

DRAWN BY:	JTD
FIELD WORK:	08-08-2022
DATE:	08-08-2022
JOB NO.:	2021-079
SCALE:	1" = 20'

**RIGHT-OF-WAY ACQUISITION PLAT**  
**PREPARED FOR**  
**THE CITY OF STATESBORO**  
LOCATED IN THE 1209TH G.M.D.,  
CITY OF STATESBORO, BULLOCH COUNTY, GA

THIS DRAWING WAS PREPARED WITHOUT THE BENEFIT OF AN INVESTIGATION OR SEARCH FOR EASEMENTS, ENCUMBRANCES OR OTHER FACTS OF RECORD, THAT AN ACCURATE TITLE SEARCH MAY DISCLOSE.

**AGREEMENT TO PURCHASE REAL ESTATE**

Project #: Gentilly Road Sidewalk Improvements  
Tax Parcel No.: S52/130

GEORGIA, BULLOCH COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the Mayor and City Council of the City of Statesboro an option to acquire the following described real estate:

Right of Way and/or easements through the tract or parcel of land located in the 1209th GMD of Bulloch County, Georgia, and being more particularly shown on the plat attached hereto and made a part hereof by reference.

For the sum of \$ ~~330.00~~ <sup>\$2,000</sup>, the undersigned agrees to execute and deliver to Mayor and City Council of the City of Statesboro a permanent easement to the lands owned by the undersigned as reflected on the attached Exhibit "A."

\*\*\*\*\*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 60 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.  
 \_\_\_\_\_ Acres of Right of Way  
 \_\_\_\_\_ Linear Feet of Limited Access  
552.60+/- Square Feet of Construction and Maintenance Easement  
735+/- Square Feet of Construction Easement (Temporary)
- 3) All temporary Easements will terminate upon completion and acceptance of the project by the Mayor and City Council of the City of Statesboro
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special provisions, if any, are listed on Exhibit "B," which is attached hereto and incorporated herein by reference.

The undersigned executes this agreement with the understanding that no prior agreement for purchase of the real estate exists between the Mayor and City Council of the City of Statesboro and the undersigned.

Witness my hand and seal this 24<sup>th</sup> day of May, 2023.

Signed, Sealed and Delivered  
In the presence of:

**Keith Hickman**


*Keith F. Hickman*

**Verna Hickman**

*Verna Hickman*

*Wilhi W. DeFoor*  
 \_\_\_\_\_  
 Witness

*Kennie*  
 \_\_\_\_\_  
 Notary Public



Approved \_\_\_\_\_ Date \_\_\_\_\_



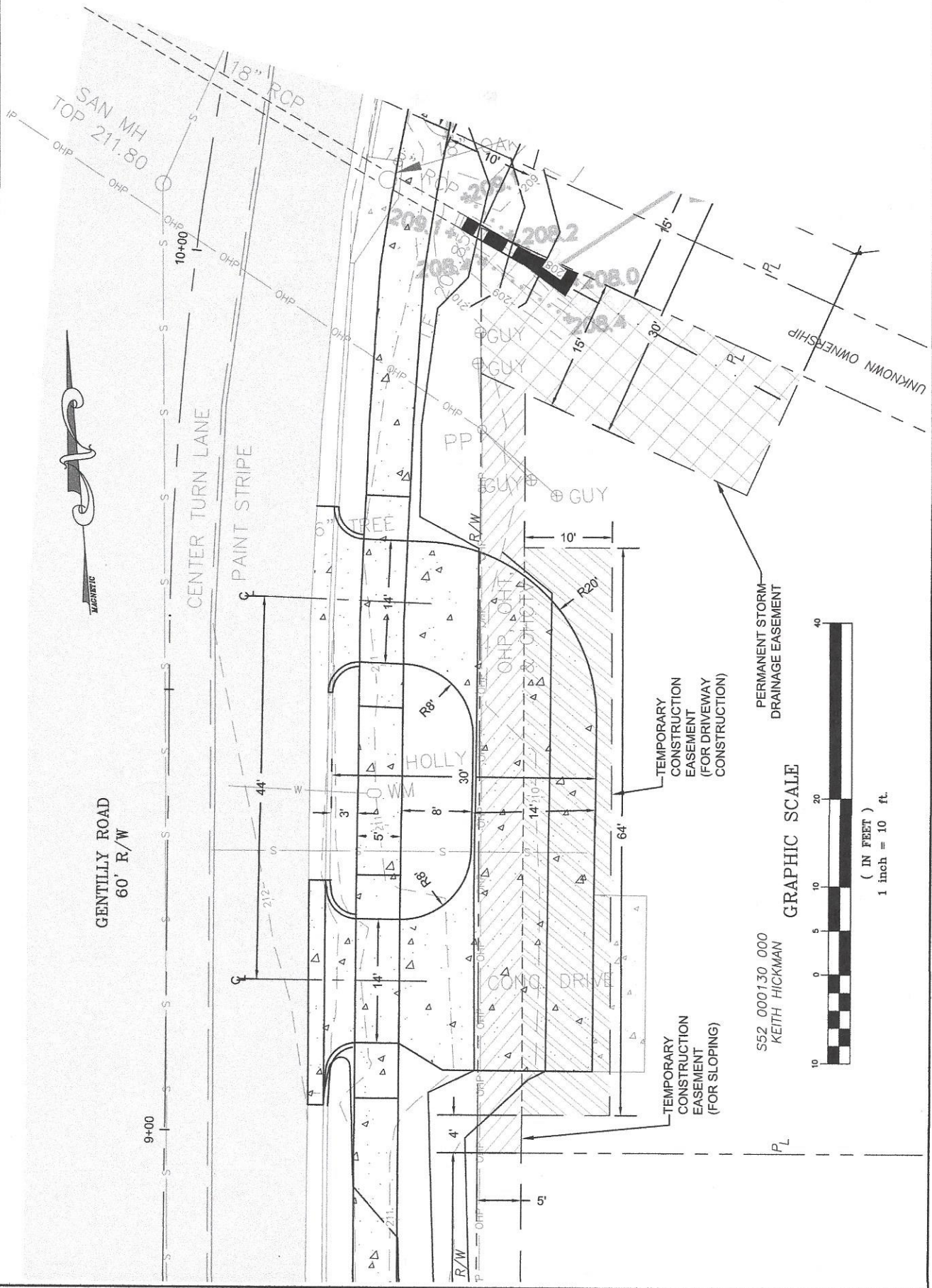
36 Courtland Street, Suite B  
 Statesboro, Georgia 30458  
 Phone: 912-764-7722  
 Fax: 912-764-6960



**HICKMAN PROPERTY**  
 prepared for:  
**CITY OF STATESBORO**  
**PIN: S52 000130 000**

Rev.	Date	Revision

Project No: S52 000130 000  
 Project Name: GENTILLY ROAD SIDEWALK IMPROVEMENTS  
 Drawn by: KEITH HICKMAN  
 Checked by: KEITH HICKMAN  
 Scale: 1" = 10' (1/4" = 1')  
 Date: 11/11/12  
 Project No: PE18216



**GRAPHIC SCALE**  
 ( IN FEET )  
 1 inch = 10 ft.

S52 000130 000  
 KEITH HICKMAN

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** John Washington, Director – Public Works and Engineering

**Date:** June 12, 2023

**RE:** Recommendation of Proposed Change Orders #2 to Construction Contract  
West Main Street Drainage Improvements Project.

**Policy Issue:** Purchasing

### **Recommendation:**

Staff recommends approval of Change Order proposed in the not to exceed amount of **\$18,677.70** and authorize the Mayor to execute contract document amendment to proceed with construction of services and products listed in the change orders for the West Main Drainage improvements Project:

### **Background:**

This project is serving to upgrade existing stormwater infrastructure from an undersized terracotta pipe to an industry standard reinforced concrete pipe (RCP), and reestablish the curb and gutter for stormwater conveyance. From observations made in the field by the contractor and engineering staff, the flow line of the curb and gutter in this area of work is not uniform presenting a challenge to retaining existing portions of curb and gutter. This is not feasible without making the driveways problematic for access to businesses and customers in the area. In essence low to the ground vehicles may drag the bottom of their car.

### **Budget Impact:**

This work will be funded through reserve funds serviced through the Stormwater fund balance.

### **Council Person and District:**

Councilmember Paulette Chavers, District 2,

**Attachment:** Proposal from Contractor (McLendon)



2365 Aimwell Road  
 Vidalia, GA 30474  
 Phone: (912) 537-7887  
 Fax: (912) 538-7967

<b>To:</b> City Of Statesboro	<b>Contact:</b>
<b>Address:</b> P.O. Box 348 Statesboro, GA 30458	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> West Main Street Drainage Improvements	<b>Bid Number:</b>
<b>Project Location:</b>	<b>Bid Date:</b> 6/5/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
14	1	24" Curb And Gutter	192.00	LF	\$50.00	\$9,600.00
33	2	Remove Concrete Curb & Gutter	192.00	LF	\$7.10	\$1,363.20
32	3	Remove Concrete Sidewalk & Driveway Aprons	67.00	SY	\$15.00	\$1,005.00
10	4	4" Concrete Sidewalk	60.00	SY	\$91.00	\$5,460.00
13	5	Concrete V - Gutter	17.00	LF	\$73.50	\$1,249.50
<b>Total Price for above Items:</b>						<b>\$18,677.70</b>

**Total Bid Price: \$18,677.70**

**Notes:**

- The above price does not include provisions for any permits
- Hazardous Materials encountered on Project will be handled seperately
- Erosion Control only included as specifically mentioned in proposal
- Payment terms are Net 30 Days from compeltion of work, unless otherwise stipulated
- Final payment to be based on measured in place quantities

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>McLendon Enterprises, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> _____</p>
--	--

# CITY OF STATESBORO

## COUNCIL

Phil Boyum, District 1  
Sam Jones, District 2  
Jeff Yawn, District 3  
John Riggs, District 4  
Derek Duke, District 5



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

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

**To:** Cindy Treadway, Project Manager II  
State Road & Tollway Authority  
245 Peachtree Center Avenue, Suite 2200  
Atlanta, GA 30303

**From:** John Washington, Director - Public Works and Engineering, City Engineer

**Date:** June 8, 2023

**RE:** Georgia Transportation Infrastructure Bank (GTIB) – Agreement  
City of Statesboro - Fair Road and South Main Street Intersection Improvements  
Amendment to GTIB Agreement

**Issue:** Approaching spend down date of August 31, 2023

**Recommendation:** Consideration of an amendment to the current agreement for an extension of spend down date. The city would like to request a 3-year spend down extension. Funds will be used to supplement eligible costs to include right of way (ROW) acquisition and construction costs.

### **Background:**

Fair Road and South Main Street Intersection Improvements  
Grant Agreement Effective Date: 8/31/20  
Grant Spend Down Date: 8/31/23  
Grant Award: \$1,000,000 (\$150,000-ROW; \$850,000-CST)  
Balance – No draw requests process; full award is available.

The Georgia Department of Transportation (GDOT) has programmed PI#0016464 SR 67/Fair Rd & SR73/S. Main St. Intersection) with the following project updates and reasons for the extension provided below:

- *What's the reason for the needed spend down extension?* Environmental studies must be completed prior to ROW acquisition or jeopardize loss of federal funding. Environmental studies projected to be completed by October 2024.

# CITY OF STATESBORO

## COUNCIL

Phil Boyum, District 1  
Sam Jones, District 2  
Jeff Yawn, District 3  
John Riggs, District 4  
Derek Duke, District 5



Jonathan McCollar, Mayor  
Charles Penny, City Manager  
Jason Boyles, Asst. City Manager  
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I. Cain Smith, City Attorney

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

- *What caused the project delays?* GDOT's schedule extended due to programming changes (e.g. project scoping, PM, schedule, etc.) - expected concept phase approval was FY21 and original ROW phase was FY23.
- *When is construction expected to begin or let date?* FY26
- *When do you expect to draw down all grant awarded funds \$1,000,000 (\$150,000-ROW; \$850,000-CST)?* ROW - FY25 and CST - FY26
- *What's the overall project completion date?* Most recent let schedule was FY26 but not listed now with GDOT Project notes. Anticipated completion date is FY28 based on 24 months construction and expected let date of FY26.

I appreciate your consideration of this request. I will be submitting a memo to City Council to notify of the change in terms of the agreement. Please let me know if you need more information.

Respectfully,

John Washington, P.E., R.L.S.



# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** Darren Prather, Central Services Director

**Date:** June 15, 2023

**RE:** Contract Award – Re-bid: Renovation Fire Station 2

**Policy Issue:** Purchasing

Staff recommends a contract be awarded to Hubbard and Hudson Construction in the amount of \$443,800. The funding for this project will be from the 2019 SPLOST. The original amount budgeted was \$200,000, but due to market pricing increases since the original budget was formed, the amount increased significantly.

### **Background:**

This bid process is for the renovation of Fire Station 2 on Fair Road. This is a re-bid as the initial bid produced higher than expected results as well. The renovation includes the renovation of a utility room, technology closet, the addition of a shower to the existing bathroom and the renovation of approximately 2,000 square feet of living quarters and kitchen /day room areas. In addition, an outside privacy wall and HVAC improvements will be included in this project. These improvements are greatly needed as they will make the facility more versatile, but structural issues will also be remedied. If approved, this project will be funded out of 2019 SPLOST for fire services and funding will be available for the budgetary overage amount derived from the 2019 SPLOST as well.

### **Budget Impact:**

### **Council Person and District:**

N/A (citywide)

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
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:** June 13, 2023

**RE:** June 20, 2023 City Council Agenda Items

**Policy Issue:** Consideration of Development Agreement with GATA Partners, LLC, to use \$119,572 in TAD funds for installation of private infrastructure within the development commonly known as Mulberry on the Mile located at 233 South Mulberry Street within the South Main Tax Allocation District.

**Recommendation:** Approval

**Background:** On June 8, 2023, the TAD Advisory Committee recommended that \$119,572 in TAD funding be approved by Mayor and Council as redevelopment agency for the South Main TAD.

**Budget Impact:** None

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

**Attachments:** Proposed Development Agreement and Application for TAD funding submitted by GATA Partners, LLC

Georgia Municipal Association City of Excellence

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

# CITY OF STATESBORO

## 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

**DATE:** June 12, 2023

**TO:** Charles Penny, City Manager, Jason Boyles, Assistant City Manager and Leah Harden, City Clerk

**FR:** Kathleen Field, Director of Planning and Development

**RE:** June 20, 2023 Agenda Item

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**Policy Issue:** Application for TAD Financing for “Mulberry on the Mile” by Jon and Sam Wells, Mt. Pleasant, SC

**Background:** At the June 8, 2023 meeting of the Statesboro Downtown Tax Allocation District Committee, the above referenced proposal was reviewed and unanimously approved. Specifically, the proposal includes the following work items and estimated costs, all of which are on the exterior of the project:

- Lights (\$9,739)
- Pavilion (\$8,735)
- Fence (\$50,662)
- Wall (\$37,750)
- Tree islands in the parking lot (\$12,686)

These elements were part of the developer’s original scope of work but due to supply chain issues and additional work required during the housing rehab phase of the project, an additional \$119,572.00 is needed to finish it. The total building and renovation costs for the project is \$2,292,616.00 (excluding the TAD financing request). An analysis of this application was also performed by the City’s financial advisor, Davenport & Company, who have determined that said application meets the parameters of the TAD Program.

**Recommendation:** Staff recommends approval of this application.

**Budget Impact:** Council Member District: All

**Attachment:** TAD Application for Mulberry on the Mile



**CITY OF STATESBORO  
APPLICATION FOR TAD FINANCING**

<b><u>FOR STAFF USE ONLY:</u></b>			
Date Application Filed: _____	Tad Meeting: _____	City Council Meeting: _____	
Application Fee:      Cash _____	Check No. _____	Receipt No _____	
Application Taken By: _____			

**Part I: APPLICANT INFORMATION**

**A. PROJECT NAME & TAD FUNDING AMOUNT REQUESTED:**

Project Name:            Mulberry on the Mile  
TAD District:            #1  
Amount Requested:    \$119,572.00

**B. DEVELOPER CONTACT INFORMATION:**

Name:                    same as owner  
Address:                   \_\_\_\_\_  
City/State/Zip:         \_\_\_\_\_  
Phone:                    \_\_\_\_\_  
Fax:                        \_\_\_\_\_  
Email:                     \_\_\_\_\_  
Contact Name & Title: \_\_\_\_\_  
Ownership Interest:    \_\_\_\_\_

**C. PROPERTY OWNER CONTACT INFORMATION:**

Name:                    Jon and Sam Wells  
Address:                   3161 Linksland Road  
City/State/Zip:         Mt Pleasant, SC 29466  
Phone:                    843-300-2842 or 912-308-8841  
Fax:                        \_\_\_\_\_  
Email:                     jonwellsrealtor@gmail.com and legacylinkre@gmail.com

**D. LEGAL FORM OR OWNERSHIP** (i.e. Individual, Corporation, Partnership, LLC, etc.) LLC

*\*In a separate attachment, provide the names, addresses, phone numbers and e-mail addresses for all major partners, JV or limited partners, or other project participants. Also indicate the ownership interest of each development participant listed under this item.*

<p>Jon and Sam Wells 31.6% ownership; contact information above in owner info  Elsa Nguyen 31.6% ownership 650-776-2280 elsa@1sunrisedev.com  Garrison Gilbert 31.6% ownership 410-440-4050 gg@multifamilymasters.com  Daryl Brooks 5% ownership 248-670-7076 dbrooks@yourvap.net</p>
---

**PART II: DEVELOPMENT PROFESSIONAL TEAM**

**A. PROJECT ARCHITECT:**

Company Name: \_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**B. CIVIL/TRAFFIC ENGINEER:**

Company Name: \_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**C. CONTRACTOR:**

Company Name: Value Add Partners  
Primary Contact Name: Kevin Hackbart  
Address: \_\_\_\_\_  
Phone: 817-938-4518  
Email: khackbart@yourvap.net

**D. PROPERTY MANAGER (IF APPLICABLE):**

Company Name: TBD  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**E. DEVELOPER'S ATTORNEY:**

Company Name: \_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**F. OTHER:**

Company Name: \_\_\_\_\_  
Primary Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**PART III: GENERAL PROJECT INFORMATION**

**A. GENERAL PROJECT DESCRIPTION:**

Tax Parcel(s): S29 000046 000 and S29 000048 000 Ward No: \_\_\_\_\_  
 Location/Address: 233 S Mulberry St, Statesboro GA 30458 Zoning: R4  
 Existing Use(s): \_\_\_\_\_ Size: 1.44  
 Current Full Value: \$765,000 Current Assessed Value (40%) 306,000  
 Current Annual Real Property Tax Bills: \$2236 \$3473 \$2528  
 (City) (County) (School)

Estimated Existing Total Population Residing Within Development Site: 46

Estimated Existing City Public School Enrollment Residing Within Development Site: none

Proposed Demolition of Existing Structures (if applicable, describe the amount of existing building square footage (SF) and current uses of said buildings. Include the number of existing total and occupied housing units): currently 26 vacant multi-family units undergoing full rehabilitation  
(23,970 heated sf total; 1.44 acre site)

Permanent Job Creation/Retention Associated with Development (If Applicable): n/a

Estimated Annual Property Taxes Generated \$11,365 \$17,651 \$12,850  
 (City) (County) (School)

**B. PROJECT (USE) MIX:**

	# Units	Building Area (SF)	% of Building Area
Residential	26	23.970	100%
Retail			
Office			
Other			
Parking Structures (Spaces)			
<b>TOTAL</b>			

1) Construction Type (New Construction, Rehab, Conversion, etc.): rehab

**C. RESIDENTIAL DETAIL (IF APPLICABLE):**

1) Ownership Housing Unit Mix:

	# Units	Size Range (SF)	Average (SF)	Average Sale Price
Studio				
1 Bedroom				
2 Bedroom				
3 Bedroom				
4+Bedroom				
<b>TOTAL</b>	n/a			

2) Rental Housing Unit Mix:

	# Units	Size Range (SF)	Average (SF)	Average Sale Price
Studio	2	705		
1 Bedroom	4	705		
2 Bedroom	16	940		
3 Bedroom	4	1,175		
4+Bedroom				
<b>TOTAL</b>	<b>26</b>	<b>23,970</b>		

**D. DESCRIBE PLANNED UNIT FEATURES, FINISHES & AMENITIES (PROVIDE VISUALS IF AVAILABLE):**

Luxury vinyl plank flooring throughout, granite countertops, stainless steel appliances, new cabinets, new HVAC, new plumbing, all new electrical including new panels, painted exterior, new pavement in parking lot

**E. DESCRIBE PLANNED PROJECT AMENITIES (RECREATIONAL, AMENITIES, OPEN SPACE, ETC.):**

New fountain, 4 new decorative post top lights, new pavilion, new decorative fence, new retaining wall

**F. NONRESIDENTIAL DETAIL (IF APPLICABLE):**

	# Units	Size Range (SF)	Average (SF)	Avg. Sales (\$/sf)	Avg. Lease (\$/SF)
Office					
Retail					
Other					
<b>TOTAL</b>	n/a				

**G. ESTIMATED PROJECT COMPLETION (END) VALUE: (Estimate the total sell out value of the project.**

Include a value estimate for any building retained by the Developer) \$3,888,000.00

**H. DESCRIBE THE PROPOSED USES OF TAD FUNDS & ITEMIZE THE DISTRIBUTION OF THOSE COSTS:**

lights - \$9,739; pavilion - \$8,735; fence - \$50,662; wall - \$37,750; tree islands - \$12,686

**I. SUPPORTING DOCUMENTS TO BE SUBMITTED:**

- 1) Existing Conditions of Photos
- 2) Location & Project Boundary Maps
- 3) Conceptual Site Plan (if unavailable, provide an estimated delivery date for a site plan)
- 4) Project Architectural Rendering or Conceptual Elevation Drawings (if available)

**PART IV: PROJECT ECONOMICS**

**A. FINANCING SOURCES**

	Applicable? (Y/N)	Financing Amount	% of Total Cost
Conventional Debt			
Government Loans (Describe)			
State/Federal Grants (List Sources)			
Tax Credits			
Other Debt	Y	\$1,517,616	66%
Contributed Equity	Y	\$775,000	34%
Others Sources			
TAD Funding Request			
<b>TOTAL</b>			

**B. EQUITY** – Describe the amount and source(s) of developer’s equity to be supplied to the development.

The total building and renovation costs for the project is \$2,292,616, the developers have contributed \$775,000 to purchase the property and secured a loan in the amount of \$1,515,616 to be used toward the renovation of the project.

**C. ESTIMATED FINANCING TERMS** – Estimate interest rates/costs of debt financing to be used.

The loan term is an interest only 12 month term @ 8.25% the cost of financing is 2.45% paid to the lender and lenders broker.

**D. DISCOUNTED CASH FLOW ANALYSIS** - Submit a DCFA reflecting the period from start-up through construction, stabilization and total sell out. If a portion of the property is to be retained by the Applicant, provide an estimate of the residual value of the retained property.

See Attached DCFA

**E. CONSTRUCTION COST ESTIMATES:** Include in the development pro forma a detailed estimate of all construction hard and soft costs. Any costs associated with proposed uses of TAD funds as described above should be itemized separately for verification.

We have put over \$1.5 M into the project. The attached proposal would be just for exterior use if approved by TAD.



- F. **INCOME PROJECTIONS FROM SALES AND LEASING ACTIVITY:** Provide detailed revenue estimates from sales and leasing activity. If space is to be leased and retained in the Applicant's ownership after completion, include stabilized occupancy and lease rate projections. If space is to be sold, include projected absorption rates, unit price appreciation and related assumptions.

space is to be leased with a an occupancy rate of 95%. Rental projections are:  
studio: \$950  
1bed/1ba: \$1,000  
2bd/1ba townhome: \$1,100  
3bed/1ba townhome: \$1,300

- G. **MARKET EVIDENCE:** Describe the sources of comparable sales/leases and/or other market evidence relied upon as a basis for the proposed prices and absorption rates indicated above.

The Fountain at Mulberry 1bd/1ba 650 sqft \$1,000/month  
The Manor - 1bd/1ba \$800-\$1,000/month; 2bd \$1,050; 3bd \$1,095  
Village at Mill Creek - 2bd/2ba 970sqft \$1175-\$1675  
Parks at Lanier- 1bd \$899 300sqft; 2bd 600sqft \$1163-\$1272;

- H. **RETURN ON INVESTMENT (ROI):** Calculate projected returns on equity to be provided by the developer, with and without the requested TAD contribution. If more than one investor is contributing equity to the project, calculate ROI to individual investment entities.

We intend to achieve a 15% ROI without the TAD contribution. We intend to achieve a 17% ROI with the TAD contribution.

## PART V: SITE CONTROL, ZONING & SCHEDULE

- A. Provide evidence of site control in the form of copies of deed(s), contracts for purchase, land lease agreement, etc.
- B. Indicate the requested zoning designation(s) for the project site.
- C. Indicate whether the site is currently zoned for its intended use(s). If no, describe the timeline for obtaining zoning approvals.
- D. Indicate whether all required site plan approvals and/or variances have been obtained. If no, describe the timeline for obtaining zoning approvals.
- E. Provide a copy of findings from the Phase I Environmental Report. If a Phase I Environmental Report has not been prepared, provide a timeline for submitting the report.
- F. Include a projected construction schedule that describes the time frames and estimated milestones for acquiring financing, completing plans and specifications, permitting and construction. The construction schedule should identify target dates for the following major milestones:
- 1) Obtain Financing Commitments
  - 2) Detailed (Final) Site Plan Approval
  - 3) Real Estate Closing Date (if applicable)

- 4) Construction Start Date
- 5) Estimated Completion Date
- 6) Target date for first units sold or leased

**PART VI: CERTIFICATIONS**

The undersigned Applicant hereby certifies to the best of his/her knowledge and belief, that the information in this application is true, correct and complete. The undersigned further represents that he/she has the authority to bind the Applicant and all individuals and entities herein to this warranty of truthfulness and completeness of the application.

The Applicant further acknowledges having read all applicable sections of The City Policies and Procedures governing the disposition of requests for TAD financing assistance. The Applicant understands and agrees to abide by all provisions of applicable Georgia statutes, as well as all program policies, rules and guidelines established by the City and the City.

The Applicant acknowledges that a favorable vote by the TAD Advisory Committee and the City Council to support this application, does not constitute a commitment to finance the proposed project, but only an agreement to seek third party investors to purchase tax allocation bonds or offer comparable financing to the City, based upon anticipated future real property tax increment to be generated by the project. The Applicant will be responsible for satisfying underwriting criteria that may be imposed by these financing sources.

**APPLICANT SIGNATURE:**

*Jonathan Wells* dotloop verified  
11/30/22 10:38 AM EST  
LDUY-NGOO-NNFG-QFJP

(Applicant's Authorized Signature)

DATE: 11/30/2022

Jonathan Wells

(Typed or Printed Name)

TITLE: Co-Owner

**WITNESS SIGNATURE:**

*Samantha Wells* dotloop verified  
11/30/22 10:40 AM EST  
D3WY-WZSC-CXKF-XXNJ

(Witness Signature)

DATE: 11/30/2022

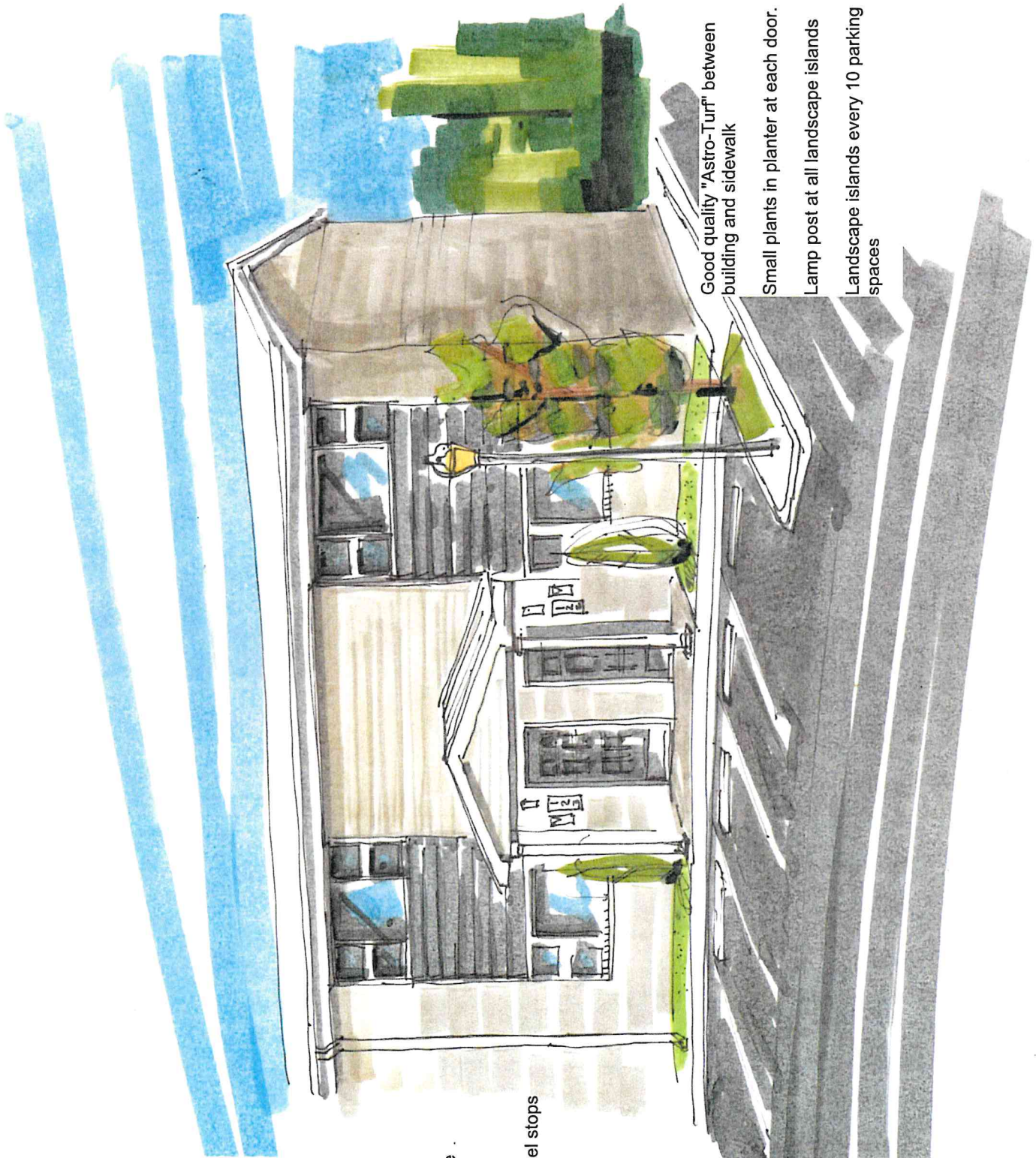
Samantha Wells

(Typed or Printed Name)

Application WITHDRAWAL Notification: I (We) hereby withdraw the above application.

SIGNED \_\_\_\_\_

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



Light gray brick  
Dark gray siding  
All siding the same  
Dark gray doors

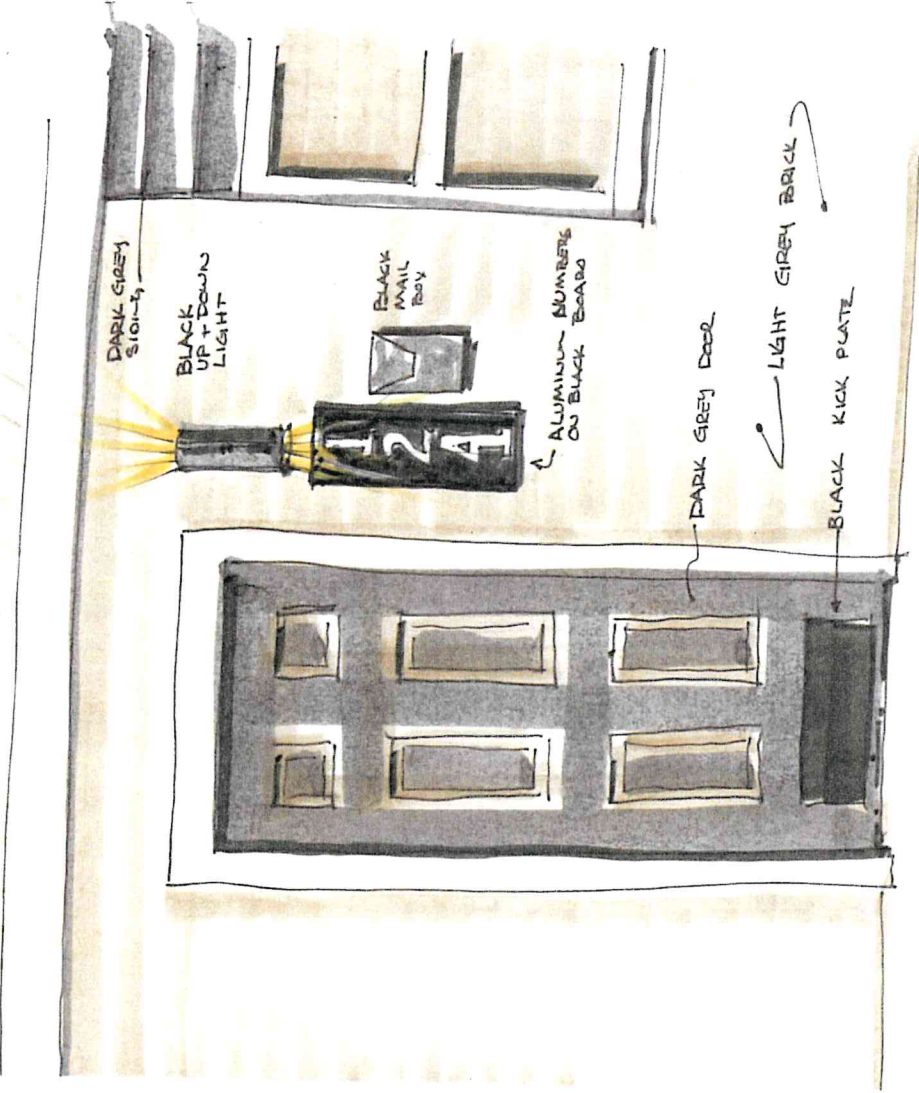
New Pavement  
New concrete wheel stops

Good quality "Astro-Turf" between building and sidewalk

Small plants in planter at each door.

Lamp post at all landscape islands

Landscape islands every 10 parking spaces



DARK GREY SLOPE

BLACK UP + DOWN LIGHT

BLACK MAIL BOX

ALUMINUM NUMBERS ON BLACK BOARD

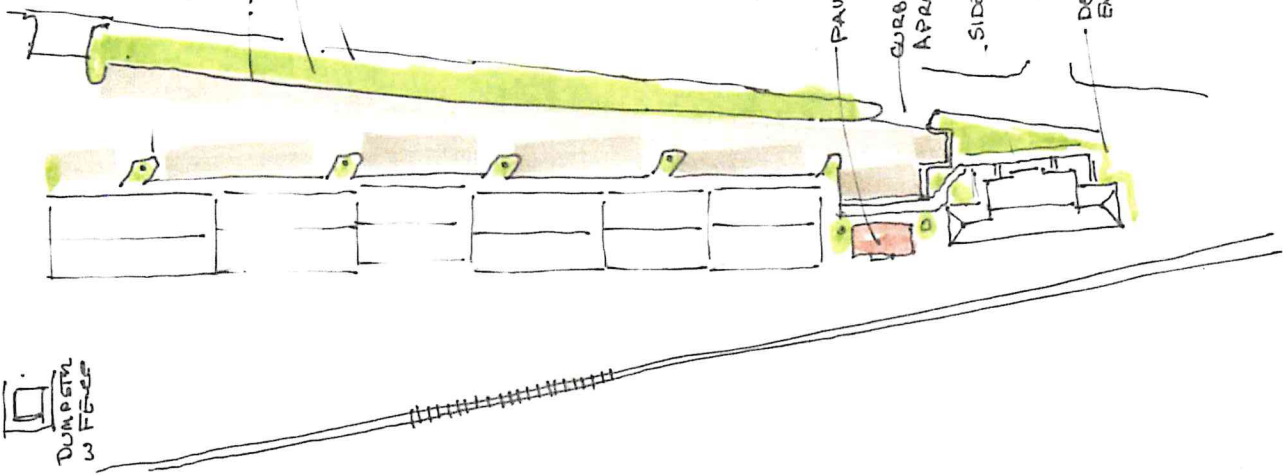
DARK GREY DOOR

LIGHT GREY BRICK

BLACK KICK PLATE

STAINING CONCRETE POZZOL

DUMPSTER  
w/ FENCE



CURB GUTTER CONCRETE  
APRON

Remove all railroad ties  
remove all stumps and old  
landscape materials

New sign and landscaping

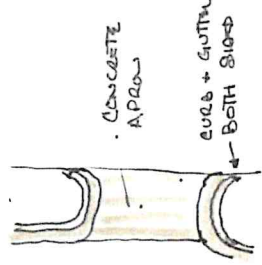
grade earth to top of new curb keep  
ditch at road to keep water out of  
parking lot

street lamps at new pavilion and at  
each new tree island.

LIGHT POLE IN TREE  
ISLAND EVERY 10 SPACES

CURB + GUTTER

GRADE + SOB  
SLOPE AT ROAD



CONCRETE  
APRON

CURB + GUTTER  
BOTH SIDES

**TREE ORDNANCE**

35% canopy cover required  
1.44 AC site = 62,700 SF  
62,700 x .35 = 22,000 SF of trees required

- Large trees = 1,500 SF
- Bald Cypress
- Willow Oak
- Medium trees = 550 SF
- River Birch
- Small trees = 250 sf
- Grape Myrtle

PAVILION LIGHT POLES  
BOTH SIDES

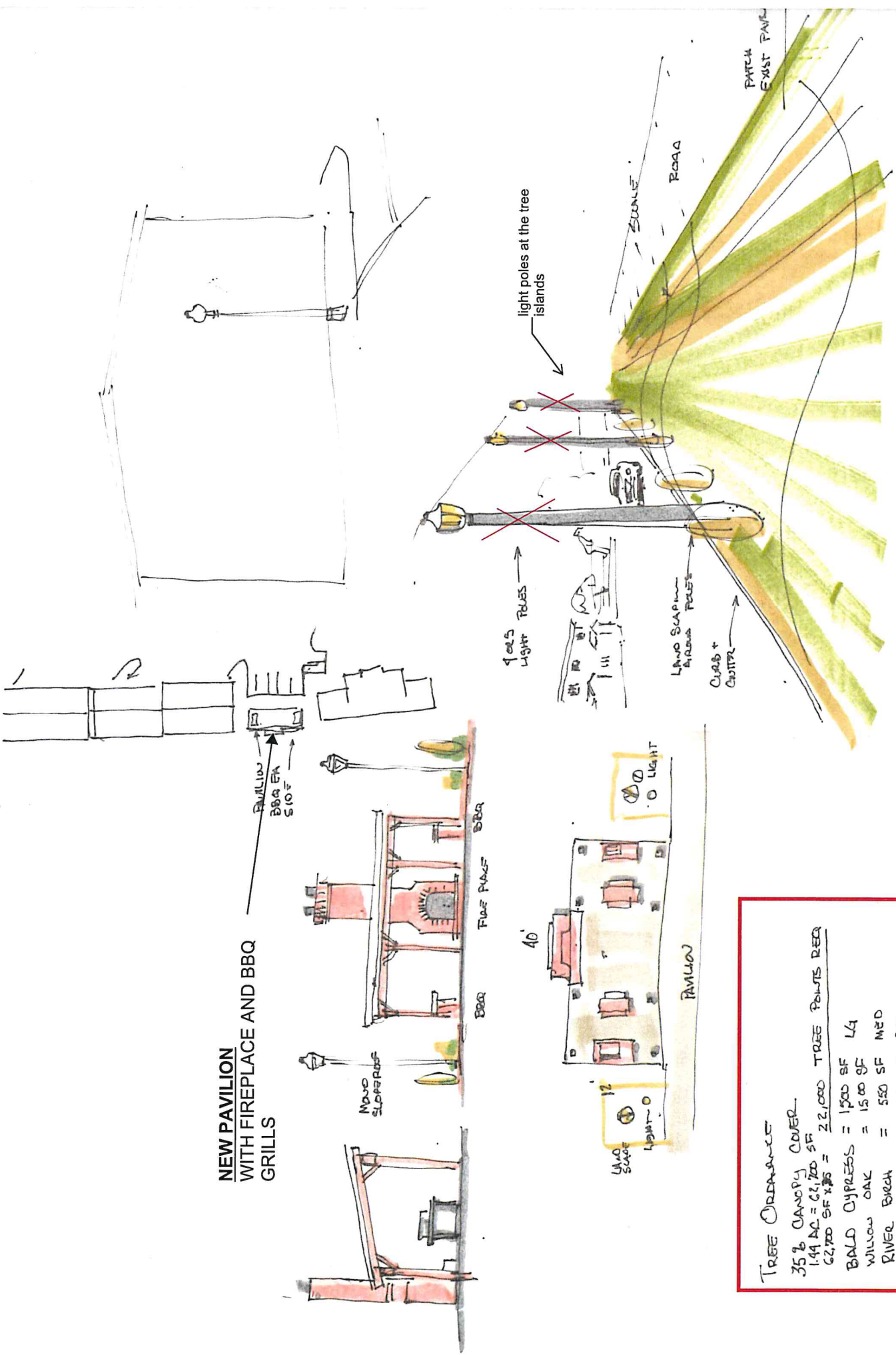
CURB GUTTER CONCRETE  
APRON

SIDEWALK TO UNITS

DELETE  
ENTRANCE

[https://library.municode.com/ga/statesboro/codes/code\\_of\\_ordinances?model=PTIICO](https://library.municode.com/ga/statesboro/codes/code_of_ordinances?model=PTIICO)  
OR\_CH86VE\_ARTIURFOBECO

**NEW PAVILION  
WITH FIREPLACE AND BBQ  
GRILLS**



TREE ORDINANCE			
35% CANOPY COVER			
1.44 AC = 61,700 SF			
62,700 SF x .75 =	22,000	TREE POINTS REQ	
BALD CYPRESS	= 1,200 SF	L4	
WILLOW OAK	= 15,00 SF	MED	
RIVER BIRCH	= 550 SF	SM	
CRAWF MYRTLE	= 250 SF	SM	

# Value Add Partners

600 W 6th Street Suite 400  
Fortworth, TX 76102  
(817) 818-2733

## Estimate

Submitted on 5/22/23

**Invoice for** Jonathan Wells  
GATA Partners LLC  
211 S Mulberry St  
Statesboro, GA 30458

**Payable to** VAP Partners

**Invoice #** 2021379

**Project** Mulberry on the Mile  
**Due date** 7/20/2023

Description	Qty	Unit price	Total price
Pavillion, Sitting area, bbq	1	\$8,735.25	\$8,735.25
Retaining Walls, Stone, Cut stone retaining wall	500	\$75.50	\$37,750.00
Tree Island w/ high grade artificial turf	3	\$4,228.98	\$12,686.94
Light Poles on tree island w/ electric ran	3	\$3,246.56	\$9,739.68
Fences, Chain-link fence, removal	882	\$9.18	\$8,096.76
Install Ornamental iron fence,	882	\$48.26	\$42,565.32

Notes:

Subtotal **\$119,573.95**  
Adjustments \$0.00  
**\$119,573.95**



**Neel, Robinson & Stafford, LLC**  
 5555 Glenridge Connector, Suite 400  
 Atlanta, GA 30342  
 Phone: 404.459.9600 Fax: 866.910.4697

**Settlement Statement**

**Settlement Date:** 02/22/2022  
**Disbursement Date:** 02/22/2022  
**Order Number:** 2155813C  
**Buyer:** GATA Partners LLC, a Georgia Limited Liability Company  
**Seller:** Mulberry Row, LLC, a Georgia Limited Liability Company  
**Property:** 243 South Mulberry Street and 243 A & B South Mulberry Street  
 Statesboro, GA 30458  
 APN/Parcel ID: S29 000046 000; S29 000048 000

Seller			Buyer	
Debit	Credit		Debit	Credit
	765,000.00	<b>Total Consideration</b>	765,000.00	
		Purchase Price	765,000.00	
		Deposit or earnest money		9,000.00
		<b>Prorations/Adjustments</b>		
930.30		County Taxes 01/01/22-02/22/22		930.30
337.10		City Taxes 01/01/22-02/22/22		337.10
1,280.36		Rent-Bldg Monthly Rent 02/23/22-02/28/22		1,280.36
5,975.00		Rent Deposit-Bldg Security Deposits		5,975.00
	3,000.00	Holding Cost Credit	3,000.00	
		<b>Payoffs</b>		
288,480.19		Payoff to Citizens Bank of the South Loan No. 62167601 Loan Payoff		288,480.19
		Total Payoff	288,480.19	
		<b>Title/Escrow Charges</b>		
		Settlement Fee	3,500.00	
		Title Exam	1,595.00	
		Wire/FedEx/Post Closing Fee	85.00	
		Owner's Policy Premium	1,491.75	
		<b>Recording Charges</b>		
		Record Limited Warranty Deed to NRS E-Recording	29.75	
		Transfer Tax to NRS E-Recording	765.00	
		<b>Additional Charges</b>		

## Settlement Statement

Seller			Buyer	
Debit	Credit		Debit	Credit
22,950.00		Additional Charges (continued)		
		Commission		
15,300.00		Commission		
<b>335,252.95</b>	<b>768,000.00</b>	<b>Subtotals</b>	<b>775,466.50</b>	<b>17,522.76</b>
		Balance Due FROM Buyer		<b>757,943.74</b>
<b>432,747.05</b>		Balance Due TO Seller		
<b>768,000.00</b>	<b>768,000.00</b>	<b>Totals</b>	<b>775,466.50</b>	<b>775,466.50</b>

	CF	REFINANCE! CF	CF	CF	CF	CF	SALE! CF
Discounted Cashflow Analysis	1	2	3	4	5	6	7
Cashflow	-\$1,795,430	\$44,841	\$49,695	\$57,148	\$64,838	\$72,771	\$80,954
Net Proceeds/Profits from Refinance or Sale	\$0	\$1,192,366	\$0	\$0	\$0	\$0	\$1,448,621
<b>Total</b>	<b>-\$1,795,430</b>	<b>\$1,237,207</b>	<b>\$49,695</b>	<b>\$57,148</b>	<b>\$64,838</b>	<b>\$72,771</b>	<b>\$1,529,575</b>

# **DEVELOPMENT AGREEMENT**

**Between City of Statesboro, Georgia**

**and**

***GATA PARTNERS, LLC***

***For Mulberry on the Mile***

***Private Improvements***

## **DEVELOPMENT AGREEMENT**

This Development Agreement (this “Agreement”), dated as of the \_\_\_ day of June, 2023, is made by and between the Mayor and City Council of Statesboro, Georgia, a municipal corporation in Bulloch County in the State of Georgia (the “**City**”), and GATA Partners, LLC., a Georgia limited liability company as developer, (the “**Developer**”). Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II or in the Redevelopment Plan, as appropriate.

### **ARTICLE 1 RECITALS**

**WHEREAS**, City is duly authorized to exercise the redevelopment powers granted to local governments in the State of Georgia pursuant to the Redevelopment Powers Law and in accordance with House Bill 795 enacted by the General Assembly in 2014 and approved in a referendum on November 4, 2014; and

**WHEREAS**, by a Resolution duly adopted in December, 2014 (the “**TAD Resolution**”), following a public hearing as required by law, the Mayor and Council City approved the South Main Area Redevelopment Plan and created the South Main Tax Allocation District (the “**TAD**”) effective December 31, 2014; and

**WHEREAS**, pursuant to a resolution adopted on October 25, 2017 the Bulloch County Board of Commissioners (“**County**”) gave the consent required under O.C.G.A. Sec. 36-44-8(1); and

**WHEREAS**, the Redevelopment Powers Law provides that City may enter into public-private partnerships to accomplish the redevelopment projects contemplated in the Redevelopment Plan; and

**WHEREAS**, the TAD Resolution expressed the intent of City, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the TAD; and

**WHEREAS**, the undertakings contemplated by the Redevelopment Plan include, among other renewal activity, development of “**Private Infrastructure**”; and

**WHEREAS**, Developer applied for \$119,572.00 in TAD assistance for installation of Private Infrastructure at 233 South Mulberry Street with such application being approved by the TAD Advisory Committee as required;

**WHEREAS**, Developer is the owner of certain real property located within the TAD; and

**WHEREAS**, Developer seeks to undertake the installation of Private Infrastructure; and

**WHEREAS**, in order to induce and further facilitate the successful accomplishment of this portion of the Redevelopment Plan, City has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with State law to enter into this Development Agreement with Developer, pursuant to which, subject to the conditions described herein, the Tax

Allocation Increment collected in the TAD will be used to reimburse Developer for certain Redevelopment Costs advanced by Developer in connection with the Private Infrastructure; and

*WHEREAS*, Developer agrees, pursuant to the terms of this Agreement, to undertake this critical revitalization in City and to develop the Private Infrastructure consistent with the Redevelopment Plan, which revitalization would not be economically feasible without the reimbursements being provided through the TAD as contemplated herein; and

## **AGREEMENT**

*NOW THEREFORE*, City and Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

### **ARTICLE 2 GENERAL TERMS**

**Section 2.1 Definitions.** Unless the context clearly requires a different meaning, the following terms are used herein with the following meanings:

“Act of Bankruptcy” means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if, within 60 days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within 60 days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

“Administrative Fee” means an annual administrative fee payable to City from the Special Fund as provided in Section 3.3, to reimburse City for actual and/or imputed administrative costs, including reasonable charges for the time spent by public employees or agents of City in connection with the management and accounting of the Special Fund, in the amount of 1% of Positive Tax Increment per year until all TAD bonds or other alternative financing instruments have been paid off and closed.. Such Administrative Fee shall not reduce or otherwise diminish the total Reimbursement Costs payable to Developer.

“Advances” means advances by Developer or any other Person or entity to pay any costs that constitute Reimbursement Costs for which Developer may be entitled to reimbursement pursuant to Section 6.2.

“Affiliate” means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b), and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term “control” means the possession,

directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“City” means Statesboro, Georgia, a municipal corporation in the State of Georgia.

“City Manager” shall mean the appointed or interim Statesboro City Manager of any person that City Manager has indicated in writing to Developer to be his/ her designee for the purposes of this Agreement.

“Developer” means GATA Partners, LLC, a Georgia limited liability company, developer of the Private Infrastructure.

“Development Team” means Developer and its development partners.

“Disbursements” means the funds deposited into the Special Fund available to Developer for reimbursement of Advances.

“Effective Date” means June \_\_\_\_, 2023, the effective date of this Agreement.

“Environmental Laws” means, including but without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. Sec.6901 *et seq.*, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.*, as amended, the Clean Air Act, 42 U.S.C. Sec. 7401 *et seq.*, as amended, the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 *et seq.*, as amended, and any other applicable federal law relating to health, safety or the environment.

“Force Majeure” means any event or circumstance which is (a) beyond the reasonable control of the Person whose performance is required by this Agreement and (b) caused by fire, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, acts of God, unusual and unanticipated delays in transportation, unusual and unanticipated delays in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, severe weather conditions, or delays caused by City in excess of 30 days. Developer will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the Force Majeure event or occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delay to the Private Infrastructure.

“General Contractor” means an experienced, licensed, bondable and reputable general contractor selected by Developer.

“Hazardous Substances” means any hazardous or toxic substance or waste as defined by any applicable Environmental Laws, together with (if not so defined by any such Environmental Laws) petroleum, petroleum products, oil, PCBs, asbestos, and radon.

“Legal Requirements” means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license,

authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

“Person” includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, a public body, or any other entity.

“Plans” means the Site Plan and the construction plans for the Private Infrastructure as the same may be modified from time to time, including any Material Modifications.

“Project Approvals” means all approvals, consents, waivers, orders, agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the Private Infrastructure, or otherwise necessary or desirable for the ownership, acquisition, construction, equipping, use or operation thereof, whether obtained from a governmental authority or any other person.

“Private Infrastructure” means those improvements identified and more fully described in Developer’s application for TAD financing, namely common area improvements.

“Redevelopment Costs” has the meaning given that term by O.C.G.A. Sec. 36-44-3(8) and as used in this Agreement, means Redevelopment Costs of the TAD and any other Redevelopment Costs (as defined in the Redevelopment Powers Law) contemplated by this Agreement and provided for in the Redevelopment Plan.

“Redevelopment Plan” means the Redevelopment Plan for the TAD approved by City pursuant to the TAD Resolution, following a public hearing as required by law, as may be amended from time to time.

“Redevelopment Powers Law” means the Redevelopment Powers Law, O.C.G.A. Sec. 36-44-1, *et seq.*, as may be amended from time to time.

“Reimbursement Costs” means the redevelopment costs authorized to be paid or reimbursed by the Redevelopment Plan.

“Site” means the real property on which the Private Infrastructure will be located within the TAD, as more specifically identified as 233 South Mulberry Street and commonly known as Mile on Mulberry.

“Special Fund” means the bank account established by City for the depositing of Tax Allocation Increment and payment of Disbursements as permitted under this Agreement.

“State” means the State of Georgia.

“TAD” means that South Main Tax Allocation District created by City effective December 31, 2014, pursuant to the Redevelopment Powers Law and the TAD Resolution and as further described in the Redevelopment Plan.



“TAD Resolution” has the meaning provided in the recitals above.

“Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected on real and personal property within the TAD attributable to the ad valorem millage rate levied annually by City and County.

**Singular and Plural.** Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

**Section 3.1 Representations and Warranties of Developer.** Developer hereby represents and warrants to City that:

- (a) Organization and Authority. Developer is in good standing and authorized to transact business in the State of Georgia as a domestic nonprofit corporation. Developer’s officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.
- (b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors’ right generally and to general principles of equity.
- (c) Organizational Documents. Developer’s organizational documents are in full force and effect as of the Effective Date, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.
- (d) Bankruptcy. No Act of Bankruptcy has occurred with respect to Developer.
- (e) No Litigation. There is no action, suit or proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.

(f) No Undisclosed Liabilities. Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement.

(g) Principal Office. The address of Developer's principal place of business is 3022 S. Morgan Point Rd, Mt Pleasant, SC 29466.

(h) Licenses and Permits. Developer will at all appropriate times possess all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Private Infrastructure

(i) Project Location. The Private Infrastructure is located wholly within City and further, wholly within the boundaries of tax parcels owned by Developer as such parcels are identified by the Board of Tax Assessors for Bulloch County, Georgia..

(j) Utilities. All utility services necessary and sufficient for the construction and operation of the Private Infrastructure will be obtained when needed and will at all appropriate times be available through dedicated public rights of way or through perpetual private easements. Developer shall be responsible for all utilities installation.

(k) Liens. Other than as to City, there are no material liens of record of laborers, subcontractors or materialmen on or respecting the Private Infrastructure on the Effective Date. Developer shall provide a signed notarized affidavit/form certifying there are no outstanding liens on Project to the City.

(l) Title. As of the Effective Date, Developer holds fee simple title to the Site.

(m) Tax Allocation Increment. Developer acknowledges that City has made no representation as to the amount of Tax Allocation Increment to be generated by the TAD and that Developer has had the opportunity to investigate and make its own conclusions as to the amount of Tax Allocation Increment to be generated by the TAD.

**Section 3.2 Representations and Warranties of City.** City hereby represents and warrants to Developer that:

(a) Organization and Authority. City is a municipal corporation duly created and existing under the laws of the State. City has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of City, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of City as a condition to the valid execution, delivery, and performance by City of this Agreement. This Agreement, when duly executed and delivered by each party hereto,

will be the valid, binding and enforceable obligation of City in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) TAD Resolution. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption. No amendment of or supplement to the TAD Resolution is contemplated by City.

(e) Redevelopment Agent. City has been duly designated as Redevelopment Agent for the TAD as contemplated by the Redevelopment Powers Law.

(f) Recitals. The Recitals in Article I of this Agreement relating to actions taken by public bodies are true and correct.

(g) Redevelopment Plan and TAD. The Redevelopment Plan and the TAD have been duly adopted and created by City

## **ARTICLE 4 DEVELOPMENT AND CONSTRUCTION**

### **Section 4.1 Construction of the Private Infrastructure**

(a) Developer will use commercially reasonable efforts to develop and construct, or cause the development and construction of, the Private Infrastructure with diligence and good faith in a good and workmanlike manner and in substantial conformance with the TAD financing application and the descriptions thereof set forth therein, all subject to Force Majeure. City acknowledges that during the term of this Agreement modifications to the Private Infrastructure as contemplated on the Effective Date may occur. Developer will construct, or cause the construction of, the Private Infrastructure in accordance with all applicable Legal Requirements.

(b) Upon completion of the construction of the Private Infrastructure, Developer will provide City with a final cost summary of all costs and expenses associated with the Private Infrastructure, a certification that it has been completed, and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

**Section 4.2 Approvals Required for the Project.** Developer will obtain or cause to be obtained all necessary Project Approvals for the Private Infrastructure and will comply with all Legal Requirements of any governmental body regarding the use or condition of the Private Infrastructure. Developer may, however, contest any such Legal Requirement or Project Approval by an appropriate proceeding diligently prosecuted. City agrees to process zoning and permit applications in a prompt and timely manner in accordance with its normal rules and procedures.

**ARTICLE 5**  
**DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER**

**Section 5.1 Litigation.** Developer will notify City in writing, within fifteen (15) business days of its having knowledge thereof, of any actual or pending litigation or adversarial proceeding in which a claim is made against Developer or against the Site or the Private Infrastructure in any case which Developer reasonably considers may impair Developer's ability to perform its obligations under this Agreement, and of any judgment rendered against Developer in any such litigation or proceeding. Developer will notify City in writing and within fifteen (15) business days of any matter that Developer reasonably considers may result or does result in a material adverse change in the financial condition of Developer or in the financial condition or operation of the Private Infrastructure.

**Section 5.2 Maintenance of the Project.** Developer agrees that, for as long it has a real property interest in the Private Infrastructure, it will at its own expense (i) keep the Private Infrastructure, or cause it to be kept, in as reasonably safe condition in accordance with applicable Legal Requirements as its operations permit, and (ii) keep the Private Infrastructure in good repair and in good operating condition. .

**Section 5.3 Liens and Other Charges.** Developer will duly pay and discharge, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the Private Infrastructure unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the Private Infrastructure.

**Section 5.4 Compliance with Laws, Contracts, Licenses, and Permits.** Developer will comply in all material respects with (a) all applicable laws related to the Private Infrastructure, (b) all material agreements and instruments related to or regarding the Private Infrastructure by which it may be bound, (c) all restrictions, covenants and easements affecting the Private Infrastructure (d) all applicable decrees, orders and judgments related to or regarding the Private Infrastructure, and (e) all licenses and permits required by applicable laws and regulations for the ownership, use, or operation of the Private Infrastructure.

**Section 5.5 Taxes.** To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Site and the Private Infrastructure or arising in respect of the use or possession thereof, and will provide to City, within ten days after a written request therefor, validated receipts showing the payment of such taxes when due. Developer will have the right to appeal an assessment for ad valorem tax purposes.

**Section 5.6 Insurance.** To the extent of its interest therein, Developer, or its Affiliates, will keep the Private Infrastructure continuously insured consistent with its normal operating policies and subject to its customary deductibles and limitations, but Developer may at any time elect to be self-insured. Any such insurance maybe provided through blanket insurance policies covering one or more facilities owned or operated by Developer and through any combination of underlying and umbrella policies as Developer may select.

**Section 5.7 Further Assurances and Corrective Instruments.** City and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that the rights of City and Developer hereunder and the ability of Developer to construct the Private Infrastructure are not impaired thereby.

**Section 5.8 Performance by Developer.** Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates.

## **ARTICLE 6 DISBURSEMENT; SPECIAL FUND; FINANCING ALTERNATIVES**

### **Section 6.1 Advances.**

- (a) Developer shall may make or cause to be made Advances sufficient to fully install and construct all Private Infrastructure.
- (b) Developer may submit a Requisition to City for its review and approval for reimbursement for any such Advances in accordance with Section 6.2.

**Section 6.2 Disbursement.** Subject to substantial compliance by Developer with all of the material terms and conditions of this Agreement, the funds deposited into the Special Fund will be available for disbursement to Developer for reimbursement of Advances at such times and in such amounts as determined ("Disbursement") in accordance with the following procedures:

- (a) Developer may submit Requisitions to City upon paid Advances toward construction and installation of the Private Infrastructure.
- (b) The construction for which Reimbursement Costs are included in the Requisition must be reviewed and approved by City or its appointed consultant to verify the approval of the construction, the cost of completed construction, and compliance with this Agreement.
- (c) In no event shall Disbursements to Developer exceed a sum total of \$119,572.
- (d) City shall pay Disbursements within thirty days from approval of submitted Requisitions.

### **Section 6.3 Limited Liability.**

- (a) The payment of all Disbursements required to be paid by City under this Agreement shall be special or limited obligations of City payable only from the Special Fund. City will have no liability to honor any Requisition except from amounts on deposit in the Special Fund.

(b) To the extent permitted by State law, no director, officer, employee or agent of City will be personally responsible for any liability arising under or growing out of the Agreement.

(c) City shall not be obligated to disburse any funds to any person under this Agreement other than as directed by Developer or as otherwise permitted under this Agreement.

**Section 6.4 Special Fund.** City will deposit the Tax Allocation Increment into the Special Fund as property tax payments are received. Any funds obtained from TAD bonds or other financing arrangements entered into by City shall also be deposited into the Special Fund.

**Section 6.5 Forfeiture of Disbursements.** Developer shall forfeit Disbursements on any Requisitions for Reimbursement Costs not received by City within 18 months of the Effective Date of this Agreement.

## **ARTICLE 7 INDEMNIFICATION**

**Section 7.1 Indemnification.** Developer will defend, indemnify, and hold City and its agents, employees, officers, and legal representatives (collectively, the “Indemnified Persons”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys’ fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of the Private Infrastructure and, to the extent caused by construction of other elements of the Private Infrastructure pursuant to a construction contract directly between the contractor and the Developer, sustained in connection with the construction of such elements. Notwithstanding anything to the contrary in this Article, (1) Developer’s indemnification obligation under this Article is limited to the policy limits available under the insurance policies required under Section 5.6; (2) Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person’s own negligence, recklessness or intentional act or omission; and (3) Developer will not be obligated to indemnify any Indemnified Persons to the extent that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other Indemnified Person or Persons.

**Section 7.2 Notice of Claim.** If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to Developer within ten (10) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. If an Indemnified Person does not provide this notice within the ten-business-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

**Section 7.3 Defense.** Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by Developer with the concurrence of the Indemnified Person. In such case, Developer will also control any negotiations

to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

**Section 7.4 Separate Counsel.** If Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that materially and adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Developer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**Section 7.5 Survival.** The provisions of Article VII will remain in effect until the expiration of one (1) years after completion of the Private Infrastructure

## **ARTICLE 8 DEFAULT**

### **Section 8.1 Default by Developer.**

- (a) The following will constitute a "Default" by Developer:
- (i) Failure of Developer to materially and timely comply with and perform any of its covenants, conditions or obligations set forth in this Agreement;
  - (ii) The declaration of an "event of default" by any lender under any Loan Documents, if any, with respect to Project Financing or a breach of Section 5.2;
  - (iii) An Act of Bankruptcy of Developer;
  - (iv) Any material representation or warranty made by Developer in this Agreement or subsequently made by it in any written statement or document furnished to City and related to the transactions contemplated by this Agreement is false, inaccurate or fraudulent in any material respect as of the date such representation or warranty is made; and
  - (v) Any material report, certificate or other document or instrument furnished to City by Developer in relation to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect; or if any report, certificate or other document furnished to City on behalf of Developer, to the extent that Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to City.

**Section 8.2 Remedies.** If a Default by Developer occurs and is continuing 60 days after receipt of written notice to Developer from City specifying the existence of such Default (or within a reasonable time thereafter if such Default cannot reasonably be cured within such 60-day period and Developer begins to diligently pursue the cure of such Default within such 60-day period), the Default will become an “Event of Default,” and City will be entitled to elect any or all of the following remedies: (i) terminate this Agreement and discontinue further funding hereunder, (ii) seek any remedy at law or in equity that may be available as a consequence of Developer’s default; (iii) pursue specific performance of this Agreement or injunctive relief; or (iv) waive such Event of Default. Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties or obligations hereunder.

**Section 8.3 Remedies Cumulative.** Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder, at law or in equity.

**Section 8.4 Agreement to Pay Attorneys’ Fees and Expenses.** In the event of an Event of Default by Developer, if City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of Developer contained herein, Developer agrees that it will on demand therefor pay to City, as applicable, the reasonable fees of such attorneys and such other reasonable expenses so incurred by City, the amount of such fees of attorneys to be without regard to any statutory presumption.

**Section 8.5 Default by City.** The following will constitute a “Default” by City: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of 60 days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer; provided that in the event such breach or failure can be corrected but cannot be corrected within said 60-day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

**Section 8.6 Remedies Against City.** Upon the occurrence and continuance of a Default by City hereunder, Developer may seek any remedies available at law or in equity and may assert a claim for attorney’s fees, reasonable expenses and actual costs.

## **ARTICLE 9 MISCELLANEOUS**

**Section 9.1 Term of Agreement; Survival.** This Agreement will commence on the Effective Date and will expire on the earlier to occur of the date on which all Reimbursement Costs have been fully reimbursed to Developer from the Special Fund

**Section 9.2 Notices.** Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:



**If to Developer:**

Jon and Sam Wells  
3161 Linksland Rd.  
Mt Pleasant, SC 29466

**If to City:**

Statesboro City Manager  
50 E Main St  
Statesboro Georgia 30458

With a copy to: City Attorney at same address

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, and any communication so delivered in person will be deemed to be given when received for by, or actually received by the party identified above.

**Section 9.3 Amendments and Waivers.** Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

**Section 9.4 Invalidity.** In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

**Section 9.5 Applicable Law.** This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia. Venue for any legal action resulting from this Agreement shall be in the court of appropriate jurisdiction in Bulloch County.

**Section 9.6 Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**Section 9.7 Approval by the Parties.** Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

**Section 9.8 Additional Actions.** The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

**CITY OF STATESBORO, GEORGIA**

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Mayor Jonathan McCollar

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Attested by Leah Harden, City Clerk

**GATA Partners, LLC**

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Jonathan Wells, Managing Member

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** John Washington, P.E., R.L.S., Director of Public Works and Engineering

**Date:** June 12, 2023

**RE:** Contract Award – Pac-Mac Grapple, Yard Waste Truck

**Policy Issue:** Purchasing

Staff recommends and requests award of contract to Solid Waste Applied Technology (SWAT) for the purchase of a Freightliner knuckle boom Collection truck with a 2024 Freightliner M2 Chassis per Source well (formally NJPA) contract to SWAT in the amount of \$212,000.00. This item will be purchased with Solid Waste Collection revenue funds.

**Background:**

The knuckle boom collection Truck is to be utilized in the Solid Waste Collection Division of Public Works & Engineering Department. The knuckle boom truck is funded in the amount of \$212,000.00 in the FY2024 budget and is listed under CIP SWC-1. This truck will be outfitted with other safety equipment and decals with available funds budgeted. The price of the equipment is in excess of the funds budgeted. This is due to current economic conditions across the United States with suppliers experiencing supply chain shortages, as well as price increases. Some of those increases are due to the rising cost of steel. SWAT has provided a detailed description of reasons for the price increase in a memo attached. I contend the amount increase is not preferred; however, the expectation is pricing for similar equipment will only increase more over time as described in the memo. The balance will come from fund balance in solid waste collection fund, which has reserve funds to cover this expense.

The Source well Contract # 091219-NWY, meets all requirements, specifications and warranty needed. This machine is on a 5/10 year rotation (front line/backup machine) to minimize the downtime and maintain operational efficiency due to the continuous work load of the commercial division. It is anticipated that the current backup machine will be utilized in operations within Public Works.

**Budget Impact:**

Reduction in Maintenance Costs

**Council Person and District:**

N/A (citywide)

Solid Waste Applied Technologies  
207 Hal Averitt Blvd  
Statesboro, Georgia 30458



Phone: 912-549-0005  
Cell: 912-293-0099  
JC@SWATtruckrepair.com

5/11/23

**Quotation on In Stock Unit**

City of Statesboro  
PO Box 348  
Statesboro, GA 30458

**Quote:** Purchase of KBF-20H-HJ Pac-Mac Grapple Truck/2024 Freightliner M2 Chassis

**Description:**

KBF-20H-HJ Pac-Mac Grapple

**Standard Features**

H-Style Outriggers  
Hot Shift PTO  
Paint: Standard Red/Black Loader, White Body  
Hydraulic Joystick Controls  
Pivot Mounted Strobe/ Outrigger mounted Strobes  
Mid Body Turns  
Booms UP Alarm  
10 FT Main Boom/6 FT Tip Boom with 4 FT Tip Boom extension  
18 FT Body - 24 Cubic Yard Capacity Body  
Rear Post Strobes  
Oil cooler  
Electric Tarp System  
Work Lights on Tip Boom 2x

**Chassis:** 2024 Freightliner M2/ 106 Conventional Chassis Single Axle  
Cummins Engine L9 300 HP  
Allison 3500 RDS Transmission

**Freight** Included in price to end user

**Pac-Mac Standard Warranty includes the Following:**

Non Hydraulic Replacement parts – 1 Year  
Major Structural Components Parts – 3 Years  
Swing Drive (Slewing Ring and Gearbox Parts only) – 3 Years

**Total Price: \$212,000.00**

**Unit is subject to Prior Sale. Unit is available for immediate Delivery.**  
PO Number and Payment to be made to: Solid Waste Applied Technologies Inc  
No Taxes or fees are included in this price. If Applicable will be calculated at time of purchase

JC Gillenwater  
Owner