



**June 21, 2022 5:30 pm**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Mayor Pro Tem Shari Barr
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 06-07-2022 Council Minutes
    - b) 06-07-2022 Executive Session Minutes
  - B) Consideration of a motion for approval of surplus and disposition of a 2005 Sullivan Palatek 10BP Air Compressor in the Public Works Fleet Division.
  - C) Consideration of approval of **Resolution 2022-21**: A Resolution adopting the maximum tariff rates by towing and storage operators engaged in Non-Consensual Towing.
  - D) Consideration of grant of utilities easement to Georgia Power to provide an electrical service line for the community garden located at 130 Parker Street.
  - E) Consideration of a motion to approve a second amendment to the water tower lease agreement with Verizon Wireless, location A.J. Riggs Road (JIMPS) Water Tower.
  - F) Consideration of grant of license for the package sale of distilled spirits, beer, and wine to Bootliquors located at 2823 Northside Drive West in accordance with City Ordinance 6-23(h).
5. Public Hearing and Consideration of a Motion to Approve **Application RZ 22-05-02**: Horizon Home Builders requests a Zoning Map Amendment from the CR/R-4 (Commercial Retail/High-Density Residential) to the PUD (Planned Unit Development) zoning district for the development of 172 unit townhome development on 17.78 acres at 7130 Veterans Memorial Parkway.
6. Public Hearing and Consideration of a Motion to Approve **Application SE 22-05-03**: Quaiesha Oglesby requests special exception from Article XXVII, Section 2704, in order to establish a group daycare hosting 15 children on 0.57 acres at 102 Lee Street.
7. Public Hearing and Consideration of a Motion to Approve **Application RZ 22-05-04**: W&L Developers, LLC request a zoning map amendment from the R10(Single-Family Residential) zoning district to the PUD (Planned Unit Development) zoning district in order to construct a 48 unit townhome development on 14.05 acres at S&S Railroad Bed Road.

8. Public Hearing and Consideration of a motion to approve **Resolution 2022-22**: A Resolution exempting certain vehicles from marking requirement for one year.
9. Consideration of a motion to approve **Resolution 2022-23**: A Resolution to adopt the second amendment to the fiscal year 2022 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
10. Consideration of a Motion to approve **Resolution 2022-24**: A Resolution to adopt the Fiscal Year 2023 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.
11. Consideration of a Motion to Approve **Resolution 2022-25**: A Resolution adopting the Statesboro Schedule of Rates, Fees and Fines.
12. Consideration of a motion to approve **Resolution 2022 - 26**: A resolution establishing the policies and procedures for the Community Garden.
13. Consideration of a motion to approve **Resolution 2022-27**: A Resolution approving application to the Transportation Alternatives (TA) set-aside Program for the Creek on the Blue Mile project.
14. 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.
15. 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.
16. 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.
17. Consideration of a motion to approve the Statesboro Police Department Towing Rotation and Wrecker Agreement for FY 2023.
18. Consideration of Intergovernmental Contract between City and Bulloch County regarding commitment of matching ARPA (American Rescue Plan Act) funds in the cumulative amount of one million dollars to assist with property acquisition and construction relating to new Food Bank facility.

19. Consideration of Memorandum of Understanding between City, Bulloch County, and Food Bank regarding provision of real property and construction funding to assist Food Bank with obtaining a new food pantry facility.
20. Consideration of a motion to award a contract extension to Assured Partners (Glenn Davis and Assoc.) for General Liability and Workers Comp brokerage services.
21. Consideration of a motion to award and contract extension to NFP for health services brokerage services. If approved, this extension would terminate on December 31, 2023.
22. Consideration of a motion to award a purchase contract for bus stop shelters to Hasley Recreation in the amount of \$31,400.00. The project will be paid from 2018 TSPLOST funds.
23. Consideration of a motion to award a contract for engineering design of the East Grady Street Sidewalk Improvements project to T. R. Long Engineering PC in the amount of \$31,400.00. The project will be paid from 2018 TSPLOST funds.
24. Consideration of a motion to approve the purchase of three (3) complete sets of TNT Hydraulic Extraction tools in the amount of \$24,000.00 (\$8,000.00 per set) from Ten-8 Fire & Safety LLC.
25. Consideration of a motion to approve a contract with SAFEbuilt in the not to exceed amount of \$100,000 for building inspection, plan review, and permitting services.
26. Consideration of a motion to award a contract to Sapp Engineering Inc. in the amount of \$36,000.00 for professional engineering services and project management for installation of natural gas main and regulator station to serve the Aspen Aerogels facility with funds proposed in the 2023 CIP Budget, Item # NGD-99.
27. Consideration of a motion to award the Akins Boulevard Phase 3B construction contract to Mill Creek Construction up to the amount of \$5,300,000.00. The project will be paid from GDOT HB 170 funds.
28. Consideration of a motion to approve Change Order 2 with McLendon Enterprises, Inc. in the amount of \$89,501.22 for the Blue Mile Streetscape Improvements Project.
29. Other Business from City Council
30. City Managers Comments
31. Public Comments (General)
32. 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)
33. Consideration of a Motion to Adjourn



CITY OF STATESBORO  
COUNCIL MINUTES  
JUNE 07, 2022

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 John Riggs called on Marcus Toole to give the Invocation and Councilmember John Riggs led the Pledge of Allegiance.

ATTENDANCE

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

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. Public Comments (Agenda Item): None**

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

**A) Approval of Minutes**

a) 05-10-2022 Budget Work Session Minutes

b) 05-17-2022 Work Session Minutes

c) 05-17-2022 Council Minutes

d) 05-17-2022 Executive Session Minutes

**B) Consideration of a Motion to approve Surplus and Disposition of three 2011 Dodge Chargers, one 2011 Chevrolet Tahoe, one 2012 Dodge Charger and one 2014 Dodge Charger in the Police Department that are past their service life.**

**C) Consideration of a motion to approve surplus of equipment in the Central Services Department that is past its service life.**

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

A motion was made to approve the consent agenda.

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

**5. Public Hearing to solicit input on the proposed FY2023 Budget for the City of Statesboro.**

A Motion was made to open the public hearing.

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

City Manager Charles Penny reviewed the proposed FY 2023 Budget for the City of Statesboro. The proposed budget is \$87,296,800.00 which includes expenditures and transfers and internal service funds. This budget is set to continue to provide the same level of services. It is also designed to take care of our employees and to keep pace with the rising inflation rate. The budget proposal includes a 4% across the board adjustment for our employees, continued pay for performance, increase of the annual bonus, addition of personnel, two police officers, and eight dispatchers. The proposed budget presented is balanced with the use of fund balance in the amount of \$2 million. Fund balance is a savings for our city and it also provides cash flow for the city before revenues start coming in it is also a non-recurring fund. This budget can be adopted without a tax increase however it would be irresponsible of me as a manager to say you should not consider a millage rate increase. The budget includes a 1.5 millage rate increase that would provide about a million dollars to the help balance the budget. Mr. Penny thanked Jason Boyles, Cindy West and all the department heads for putting together a responsible budget.

No one spoke for the request.

Anthony Waters, co-owner of LA Waters Furniture and ISAVE More Furniture urges Council to be thoughtful of how a tax increase will impact local retailers.

Mike Anderson, co-owner of Bulloch Fertilizer and Anderson’s General Store stated he agrees with Mr. Waters. Citizens are feeling the impact of inflation and asked that Council consider the impact a millage rate increase will be on local retailers and individuals.

RJ Pope, owner of RJ Pope Menswear suggested that a group of business and property owners get together and give feedback to Mayor and Council where they are coming from and give suggestions on how to raise extra money for the city without property taxes. Mr. Pope stated he appreciates what the city does, fund the police, fund the fire department, fund the employees of the city but let’s find some other ways to do it besides property taxes

Carlton Crenshaw a Bulloch County resident stated he believes there are other ways to increase revenue than tax increases. He spoke on behalf individuals who are on fixed incomes and the impact it will have on them.

A Motion was made to close the public hearing.

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

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

A motion was made to approve a contract with Georgia Southern University and Service Foundation, Inc. (GSURSF) regarding provision of mental health and wellness services to Statesboro Police Department personnel.

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

**7. Other Business from City Council: None**

Mayor Jonathan McCollar stated since the last time we gathered there have been multiple shootings throughout the country in addition our country is experiencing a lot of inflation. As difficult as these moments may be there is nothing that we can't get through together. We have more in common with our neighbors than we think, let us always stay focused on being good neighbors and good stewards of the communities that we've inherited.

**8. City Managers comments**

City Manager Charles Penny announced a ribbon cutting will take place on June 18, 2022 at 10:00 am for the Community Garden on Parker Street.

It is time to renew TSPLOST and Bulloch County would like to include the TSPLOST renewal on the November 8, 2022 ballot. It is recommended for Mayor and City Council to support placing this item on the November ballot for consideration by the citizens of Statesboro and Bulloch County. In doing so it will ensure we don't have a gap in funding provided the citizens approve it.

The business recruiter proposal we received from BIG to provide that service for us will be on the next work session. Lastly we have a Council meeting on July 5<sup>th</sup> it is the day after the 4<sup>th</sup> of July holiday and if Council would be so inclined to consider canceling that meeting we should announce that today. If Council is interested in canceling that meeting we would need a vote to do so.

A motion was made to cancel the July 5, 2022 Regular Council Meeting.

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

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

Scott Marchbanks with the Boys and Girls Club stated they need the City’s help with more funding and that they are the least funded Boys and Girls Club in terms of funds received from the city. Mr. Marchbanks invited Mayor and Council to come and see their program in action, to see what they do and to see their workforce development program.

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

At 9:44 am a motion was made to enter into executive session.

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

At 10:00 am a motion was made to exit Executive Session.

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

Mayor McCollar called the regular meeting back to order stating there are two items that are ready for a vote.

A motion was made to approve a Quit Claim deed at 55 Brannen Street.

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

A motion was made to approve the City Managers recommendation for an administrative judge to Jennifer Campbell Mock.

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

### 11. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 10:01 am.

\_\_\_\_\_  
Jonathan 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  
Jason Boyles, Assistant City Manager

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

**Date:** June 13, 2022

**RE:** Asset Surplus and Disposition

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

### **Recommendation:**

Staff recommends and request the Consideration of a Motion for Surplus and Disposition of the following items in the Public Works / Engineering Division

### **Background:**

The Fleet Maintenance Department is requesting to surplus the following air compressor that has reached its end of service life.

2005 Sullivan Palatek 10BP Air Compressor Serial#: 0502631

The compressor was replaced this past year and is no longer needed.

### **Budget Impact:**

Reduce Maintenance Cost

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

N/A (citywide)

### **Attachments:**

N/A



# 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 15, 2022  
RE: Maximum Non-Consensual Towing Rates  
POLICY ISSUE: Non-Consensual Towing

RECOMMENDATION: Approval

**BACKGROUND:** Both the City and the State regulate the maximum rate fees that can be charged for "Non-Consensual Towing". The City's maximum allowable rates for towing and daily storage are less than the state's maximum allowable. Representatives from two local tow companies (A&P Wrecker Service and GATA Towing) have requested that the City adopt the state's maximum rates.

The last time the City addressed these rates was in 2017 and the current fees were established at that time under Resolution 2017-19.

According to City Ordinance 18-235, towing and storage fees "shall be set by Resolution in June 2008 and every June thereafter."

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

**COUNCIL DISTRICT:** All

**ATTACHMENTS:**

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

Exhibit "A"  
Mayor and City Council of Statesboro  
Non- Consensual Towing Maximum Rate Tariff

A. TOWING RATES AND CHARGES

- |  |                        |
|--|------------------------|
| 1. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,000 pounds or less                     | Not to exceed \$150.00 |
| 2. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,001 pounds to 20,000                   | Not to exceed \$150.00 |
| 3. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater-per unit charge  | Not to exceed \$250.00 |
| 4. Removal fee for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater-combination unit | Not to exceed \$400.00 |

B. STORAGE RATES AND CHARGES

- |   |                       |
|---|-----------------------|
| 1. Storage for the first 24 hours, beginning at the time the vehicle is removed from the property                         | No charge             |
| 2. Storage for any day or days the impoundment facility is closed and the vehicle's owner is unable to claim the vehicle  | No charge             |
| 3. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,000 pounds or less                     | Not to exceed \$15.00 |
| 4. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 10,001 pounds to 20,000 pounds            | Not to exceed \$20.00 |
| 5. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater- per unit charge | Not to exceed \$25.00 |
| 6. Daily storage fees for vehicles with a Gross Vehicle Weight rating (GVWR) of 20,001 pounds or greater-combination unit | Not to exceed \$50.00 |

C. OTHER RATES AND CHARGES  
*Operator Fee*

- |   |                        |
|---|------------------------|
| 1. If the vehicle has been hooked with hoisting apparatus or loaded by the wrecker service and the vehicle has not left the premises and the owner or operator produces ignition key and removes vehicle immediately. |                        |
| (a) Operator Fee for vehicles with a GVWR of 19,999 or less   | Not to exceed \$60.00  |
| (b) Operator Fee for vehicles with a GVWR of 20,000 or more   | Not to exceed \$125.00 |

*After Hours Fee*

- |  |                       |
|--|-----------------------|
| 1. After hours fee may be charged if the vehicle's owner wishes to claim an impounded vehicle at any time other than between 8:00 a.m. and 6:00 p.m. Monday through Friday, and between 10:00 a.m. and 2:00 p.m. on Saturday and Sunday. | Not to exceed \$25.00 |
|--|-----------------------|

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

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SECTION 2 – RATES AND CHARGES

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A. TOWING RATES AND CHARGES

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

B. STORAGE RATES AND CHARGES

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

ISSUED: 09/25/2017

EFFECTIVE: 11/10/2017

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

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SECTION 2 – RATES AND CHARGES

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C. OTHER RATES AND CHARGES

Operator Fee

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

(a) Operator Fee for vehicles with a GVWR of 19,999 or less                      Not to exceed \$ 100.00

(b) Operator Fee for vehicles with a GVWR of 20,000 or more                      Not to exceed \$150.00

Notification Fee

2. Notification fee may be charged within the first 24 hours                      Not to exceed \$ 20.00  
where local law enforcement is notified in writing, by  
facsimile or other electronic means, in a manner acceptable  
to local law enforcement

3. Notification fee may be charged after the first 72 hours                      Not to exceed \$ 50.00

4. The Notification Fees provided for herein SHALL NOT EXCEED a maximum total Notification Fee of \$70.00, cumulatively

5. After 30 days, the process outlined in Chapter 11 of Title 40 of the Official Code of Georgia, related to abandoned motor vehicles, applies.

After Hours Fee

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

**Resolution 2022-21: A Resolution Adopting Maximum Tariff Rates by Towing and Storage Operators Engaged in Non-Consensual Towing**

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

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

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

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

**Be it Further Resolved** that the fees prescribed by the State of Georgia effective November 10, 2017 shall be all inclusive; no additional fees may be charged for the use of dollies, trailers, lifts, or any other equipment or service.

**Be it Further Resolved** that only the charges or rates for storage and removal that are contained in the State of Georgia Non-Consensual Towing Maximum Rate Tariff effective November 10, 2017 shall be billed or collected by the wrecker service for towing or storage services.

**Be it Further Resolved** that the imposition of unauthorized charges or rates for storage and removal is a violation of Section 18-235 of the Code of Ordinances and shall subject the offending towing or storage operator, upon conviction in the Municipal Court, to a maximum fine of \$1,000.00 and a period of incarceration not to exceed thirty (30) days, and that any violation shall be reported to the Georgia Department of Public Safety so that agency can take appropriate action against the offending owner's or operator's state issued, non-consensual towing license.

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

Adopted this 21<sup>st</sup> Day of June, 2022

The Mayor and City Council of Statesboro, Georgia

BY:

\_\_\_\_\_  
The Honorable Jonathan 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  
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 16, 2022

**RE:** June 21, 2022 City Council Agenda Items

**Policy Issue:** *Consideration of grant of utilities easement to Georgia Power to provide an electrical service line for the community garden located at 130 Parker Street*

**Recommendation:** Approval

**Background:** Community garden is set to open June 18, 2022. Purpose of easement grant is to provide electrical power to community for site lighting, security cameras, irrigation systems, and storage facilities.

**Budget Impact:** N/A

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

**Attachments:** Proposed easement

After recording, return to:  
Georgia Power Company  
Attn: Land Acquisition (Recording)  
241 Ralph McGill Blvd NE  
Bin 10151  
Atlanta, GA 30308-3374

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PROJECT 2022060114      LETTER FILE      DEED FILE      MAP FILE  
ACCOUNT NUMBER      10549138-GPC9596-VBS-0  
NAME OF LINE/PROJECT: 130 PARKER STREET (BULLOCH COUNTY) DISTRIBUTION LINE  
  
PARCEL NUMBER 002  
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STATE OF GEORGIA  
BULLOCH COUNTY

**E A S E M E N T**

For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid by GEORGIA POWER COMPANY, a Georgia corporation (the "Company"), the receipt and sufficiency of which are hereby acknowledged, **MAYOR AND CITY COUNCIL OF STATESBORO** (the "Undersigned", which term shall include heirs, successors and/or assigns), whose mailing Address is **130 Parker Street, Statesboro, GA 30458**, does hereby grant and convey to the Company, its successors and assigns, the right, privilege and easement to go in, upon, along, across, under and through the Property (as defined below) for the purposes described herein.

The "Property" is defined as that certain tract of land owned by the Undersigned at 130 PARKER STREET, STATESBORO, GA 30458 (Tax Parcel ID No. S11 000084 000) in the 1209 GMD (Georgia Militia District) of Bulloch County, Georgia.

The "Easement Area" is defined as any portion of the Property located within fifteen (15) feet of the centerline of the overhead distribution line(s) as installed in the approximate location shown on "Exhibit A" attached hereto and made a part hereof.

The rights granted herein include and embrace the right of the Company to construct, operate, maintain, repair, renew and rebuild continuously upon and under the Easement Area its lines for transmitting electric current with poles, wires, transformers, service pedestals, anchors, guy wires and other necessary apparatus, fixtures, and appliances; the right to attach communication facilities and related apparatus, fixtures, and appliances to said poles; the right to stretch communication or other lines within the Easement Area; the right to permit the attachment of the cables, lines, wires, apparatus, fixtures, and appliances of any other company or person to said poles for electrical, communication or other purposes; the right to assign this Easement in whole or in part; the right at all times to enter upon the Easement Area for the purpose



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PARCEL 002              NAME OF              130 PARKER STREET (BULLOCH COUNTY) DISTRIBUTION  
                              LINE/PROJECT:              LINE  
-----

of inspecting said lines and/or making repairs, renewals, alterations and extensions thereon, thereunder, thereto or therefrom; the right to cut, trim, remove, clear and keep clear of said overhead or underground lines, transformers, fixtures, and appliances all trees and other obstructions that may in the opinion of the Company now or hereafter in any way interfere or be likely to interfere with the proper maintenance and operation of said overhead or underground lines, transformers, fixtures, and appliances; the right of ingress and egress over the Property to and from the Easement Area; and the right to install and maintain electrical and communication lines and facilities to existing and future structure(s) within the Easement Area under the easement terms provided herein. Any timber cut on the Easement Area by or for the Company shall remain the property of the owner of said timber.

The Undersigned does not convey any land, but merely grants the rights, privileges and easements hereinbefore set out.

The Company shall not be liable for or bound by any statement, agreement or understanding not herein expressed.

[Signature(s) on Following Page(s)]

-----  
PARCEL 002

NAME OF  
LINE/PROJECT:

130 PARKER STREET (BULLOCH COUNTY) DISTRIBUTION  
LINE  
-----

IN WITNESS WHEREOF, the Undersigned has/have hereunto set his/her/their hand(s) and seal(s), this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed, sealed and delivered in the presence of: MAYOR AND CITY COUNCIL OF STATESBORO

\_\_\_\_\_  
Witness

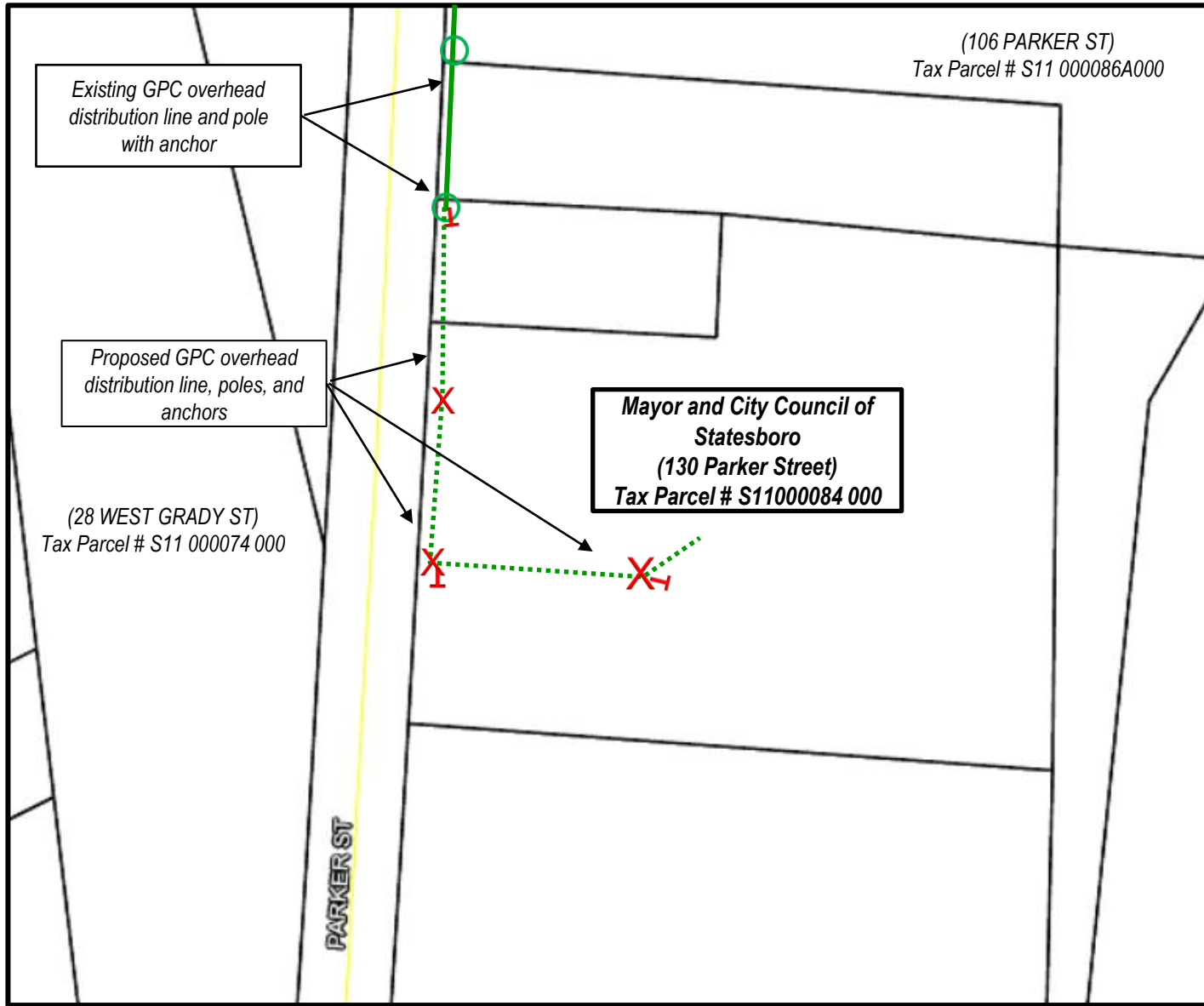
By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

\_\_\_\_\_  
Notary Public

Attest: \_\_\_\_\_ (SEAL)  
Name:  
Title:

[CORPORATE SEAL]

# Exhibit "A"



**Legend**

- Subject Tract
- Existing Distribution
- Property Line
- Right of Way
- Proposed Distribution
- Proposed Pole
- Existing Pole (to be removed)
- Foreign Pole
- Existing Pole
- Proposed Anchor
- Pole Location
- Temporary DOT Easement

**130 PARKER STREET (BULLOCH COUNTY)  
DISTRIBUTION LINE  
LIMS # 2022060114  
Pole Location(s): NA**

# 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 15, 2022

**RE:** June 21, 2022 City Council Agenda Items

**Policy Issue:** *Consideration of second lease amendment with Verizon regarding A.J. Riggs Road (Jimps) water tower*

**Recommendation:** Approval

**Background:** Verizon Wireless has leased space on Jimps water tower since at least 2016. Purpose of lease amendment is to allow for upgrade of their cellular infrastructure on the tower.

**Budget Impact:** \$300 monthly rent increase.

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

**Attachments:** Proposed second amendment

## SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT ("**Amendment**"), dated the latter of the dates reflected in the signature blocks to this Amendment, is between the CITY OF STATESBORO, GEORGIA ("**Lessor**") and VERIZON WIRELESS OF THE EAST LP d/b/a Verizon Wireless ("**Lessee**").

A. Lessor and Lessee entered into a Water Tower Lease Agreement dated March 7, 2016 (the "**Agreement**"), pursuant to which Lessor leases space on Lessor's Tower and at the Premises located at 289 A.J. Riggs Road, Statesboro, Georgia 30458 (the "**Agreement**").

B. Lessor and Lessee agreed to First Amendment to the Water Tower Lease Agreement dated May 11, 2018.

C. Lessor and Lessee desire to amend the Agreement to modify the equipment Lessee may have installed on the Tower at the Premises, as described in this Amendment.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Equipment Modifications.** At its sole cost and expense, Lessee may modify its equipment installed on the Tower as described on Exhibit B-2 attached to this Amendment. Exhibit "B-1" to the Agreement is deleted from the Agreement in its entirety and is replaced and superseded by Exhibit B-2 attached to this Amendment. Exhibit B-2 is made a part of this Amendment and the Agreement by reference.

2. **Rent.** Commencing on the earlier of the first day of the month after Lessee commences installation of the modified equipment at the Premises or August 1, 2022 (either, "**Commencement Date**"), the rent payable under the Agreement shall increase Three Hundred and 00/100 Dollars (\$300.00) per month.

3. **Other Terms and Conditions Remain.** Capitalized words and terms used but not defined in this Amendment have the definitions the Agreement assigns to such words and terms. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall govern and control. Except as expressly set forth in this Amendment, the Agreement is unchanged, remains in full force and effect, and, as amended by this Amendment, is ratified and confirmed. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

[Remainder of page left blank intentionally. Signatures follow on next page.]

IN WITNESS OF THIS AMENDMENT, the parties have caused their properly authorized representatives to execute this Amendment on the dates following their signatures.

**Lessor:**

**CITY OF STATESBORO, GEORGIA**

**Lessee:**

**VERIZON WIRELESS OF THE EAST LP  
d/b/a VERIZON WIRELESS**

**By: Cellco Partnership  
Its: General Partner**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attested By:

Name: \_\_\_\_\_

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

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

Name:

Title: Director - Network Field Engineering

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

Attested By:

Name: \_\_\_\_\_

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

**Exhibit B-2**

**Equipment**

In addition to Lessee's ground based and other equipment at the Premises, Lessee is authorized to install, maintain, and operate the following antennas, equipment, and appurtenances on the Tower:

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Tax Department

**Date:** 6/15/2022

**RE:** Bootliquors

**Policy Issue:** Consideration of grant of license for the package sale of distilled spirits, beer, and wine to Bootliquors located at 2823 Northside Dr W in accordance with City Ordinance 6-23(h).

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

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

**Budget Impact:** None

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

**Attachments:** Occupational Tax Certificate & Department Approvals





## CITY OF STATESBORO, GA

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

## BUSINESS LICENSE CERTIFICATE

**Business Name:** BOOTLIQUORS, LLC

**Business Location:** 2823 NORTHSIDE DR W  
STATESBORO, GA 30458

**Owner:** LINDSAY MARTIN

**License Number:** BL-003254-2022

**Issued Date:** 6/15/2022

**Expiration Date:** 12/31/2022

**Mailing Address:** 236 N MAIN ST

**License Type:** OCCUPATIONAL TAX CERTIFICATE

**Classification:** PACKAGE STORE

**Fees Paid:** \$ 215.00

\_\_\_\_\_  
City Clerk

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

**Bootliquors**  
**2823 Northside Dr W**  
**Statesboro, Ga 30458**

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

**Business License Review**

**Department                  Full Name      Recommendation                          Comments**

<b>Planning &amp; Development</b>	Elizabeth Burns	Approve	
<b>Fire Department</b>	Justin Taylor	Approve	
<b>Building Inspector</b>	Gregg Futch	Approve 6/6/22	
<b>Building Permit</b>	Elizabeth Burns	Approve	

# 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, 2022

**RE:** June 21, 2022 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 22-05-02.

**Background:** Horizon Home Builders requests a Zoning Map Amendment from the CR/R-4 (Commercial Retail/High-Density Residential) to the PUD (Planned Unit Development) zoning district for the development of 172 unit townhome development on 17.78 acres at 7130 Veterans Memorial Parkway.

**Budget Impact:** None

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

**Attachments:** Development Services Report (RZ 22-05-02)



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 22-05-02**  
**ZONING MAP AMENDMENT REQUEST**  
**7130 Veterans Memorial Parkway**

<b>LOCATION:</b>	7130 Veterans Memorial Parkway
<b>EXISTING ZONING:</b>	CR/R4 (Commercial Retail/High Density Residential)
<b>ACRES:</b>	17.78 acres
<b>PARCEL TAX MAP #:</b>	MS42000007 000
<b>COUNCIL DISTRICT:</b>	District 2 (Chavers)
<b>EXISTING USE:</b>	Undeveloped Land
<b>PROPOSED USE:</b>	Single Family Attached Homes



**PETITIONER**                      Horizon Home Builders  
**ADDRESS**                        37 West Fairmont Ave, Suite 202, Savannah, GA 31406

**REPRESENTATIVE**        Joey Maxwell  
**ADDRESS**                        40 Joe Kennedy Boulevard

**PROPOSAL**

The applicant is requesting a Zoning Map Amendment from the CR/R-4 (Commercial Retail/High Density Residential) to the PUD (Planned Unit Development) zoning district for the development of single family attached townhomes.

**PLANNING COMMISSION RECOMMENDATION**

**RZ 22-05-02 – CONDITIONAL APPROVAL**

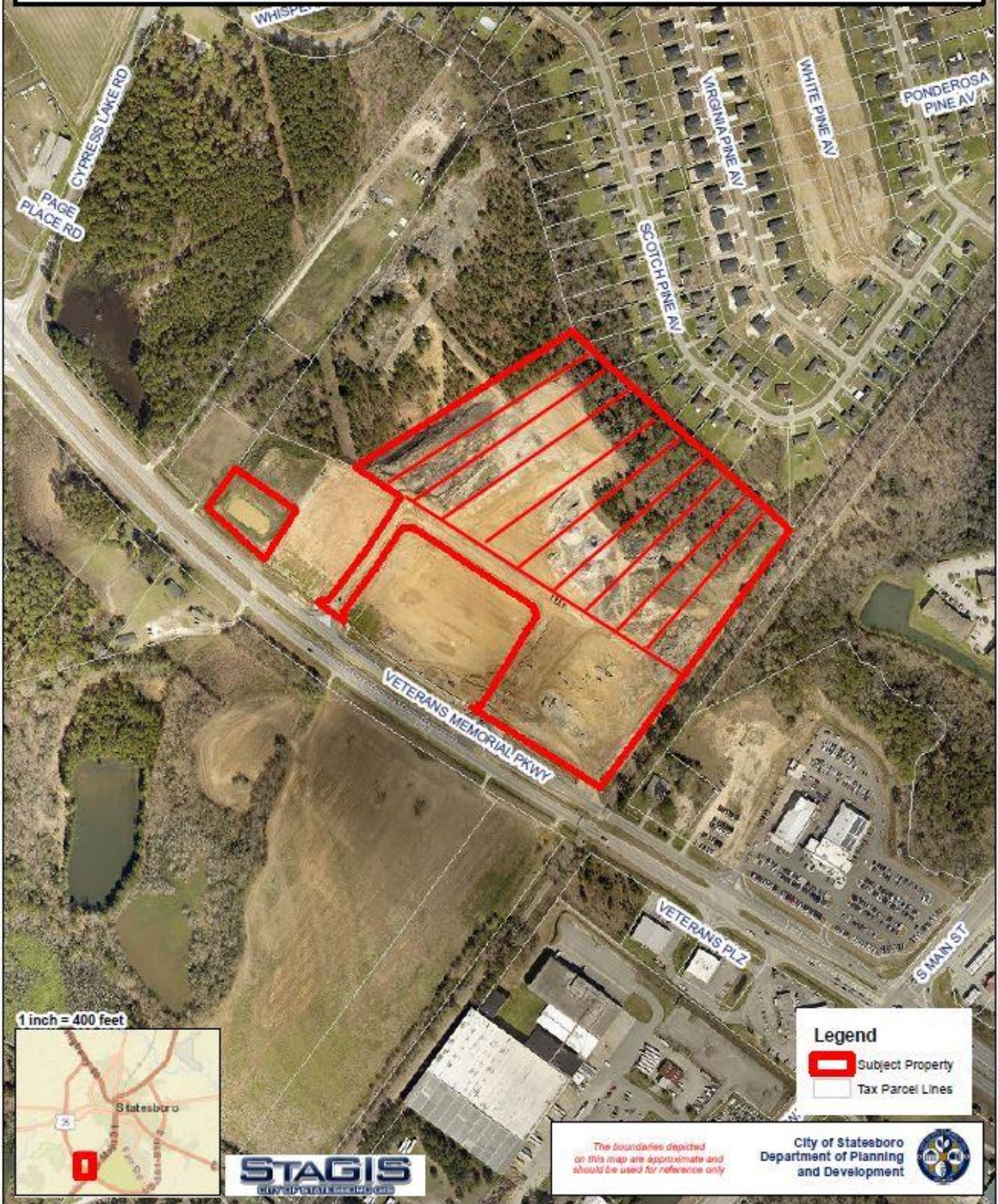
**STAFF RECOMMENDATION**

**RZ 22-05-02 - DENIAL**

Case # RZ 22-05-02

7130 Veterans Memorial Parkway  
Parcel: MS42000007 000

# Location Map



1 inch = 400 feet



**Legend**

-  Subject Property
-  Tax Parcel Lines

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

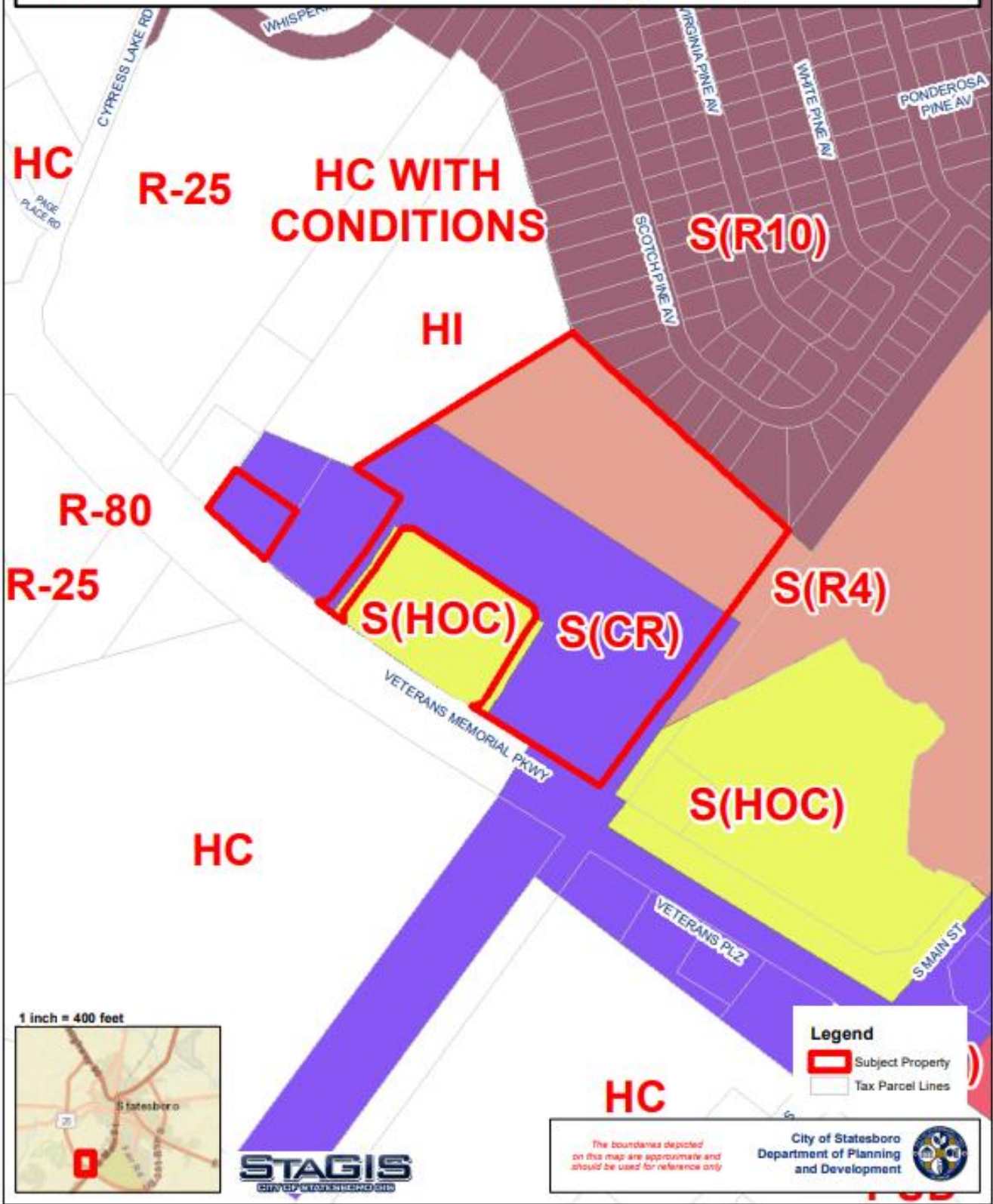
City of Statesboro  
Department of Planning and Development



Case # RZ 22-05-02

7130 Veterans Memorial Parkway  
Parcel: MS42000007 000

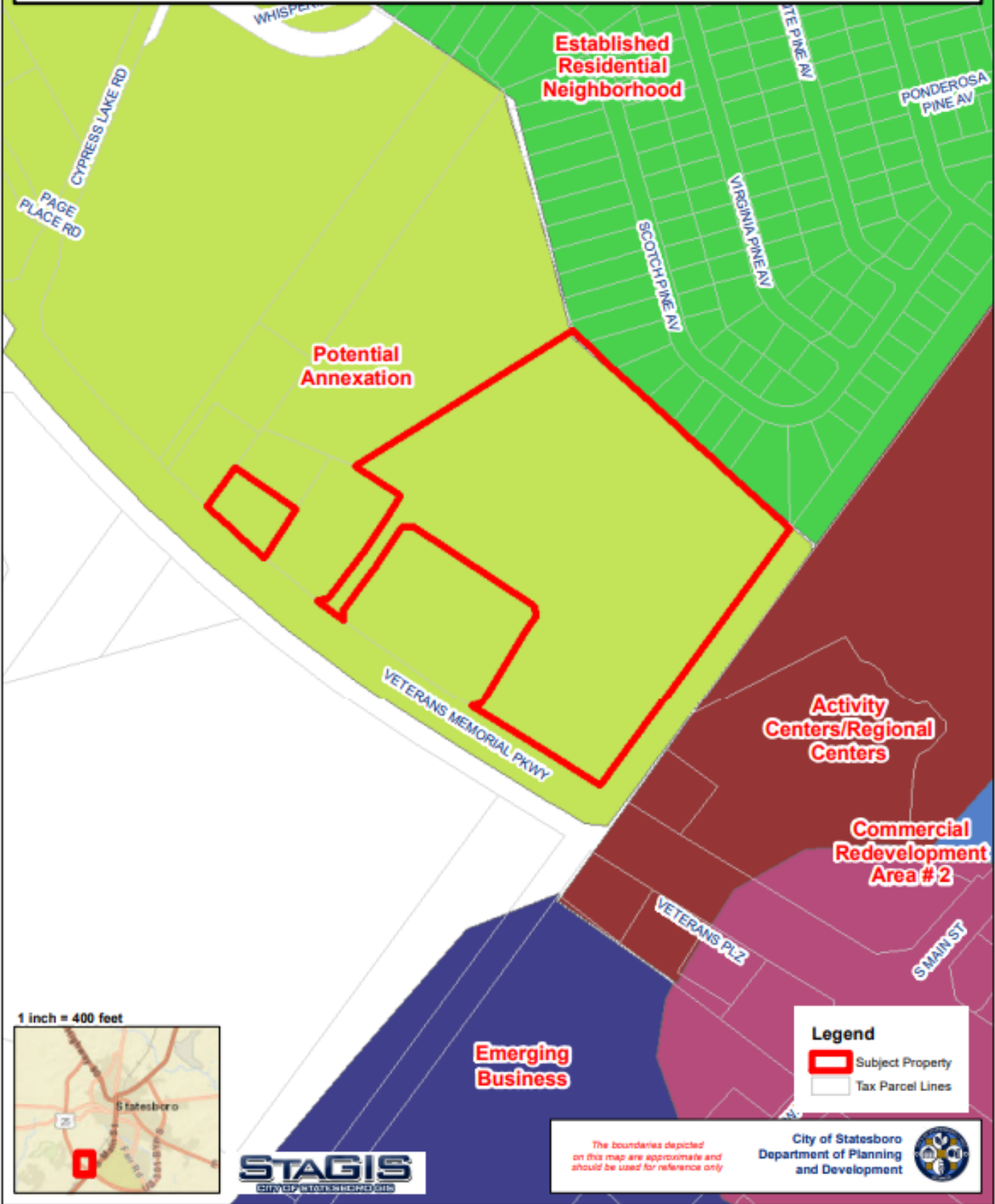
# Current Zoning Map

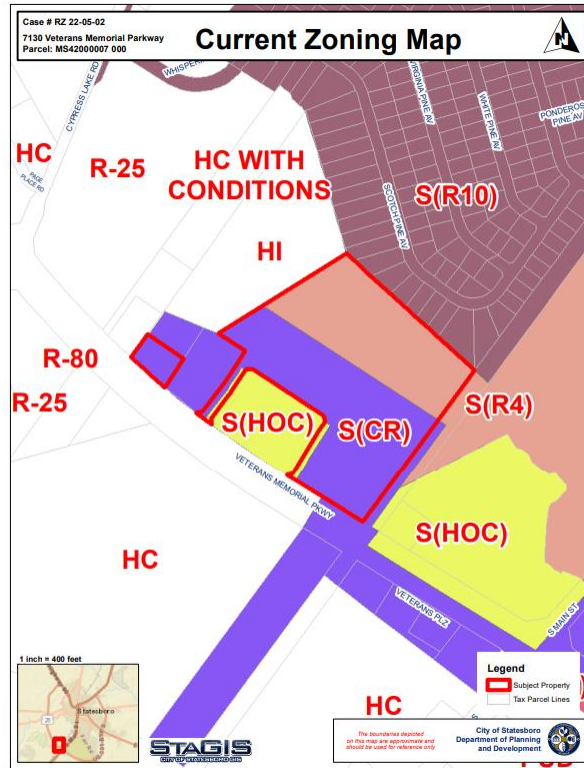


Case # RZ 22-05-02

7130 Veterans Memorial Parkway  
Parcel: MS42000007 000

# Future Landuse Map





**SURROUNDING LAND USES/ZONING**

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> R10 (Single Family Residential)	Single Family Dwelling
Northeast	<b>Location Area #2:</b> R4 (High Density Residential)	Apartment Complex
Northwest	<b>Location Area #3:</b> R10 (Single Family Residential)	Single Family Dwelling
East	<b>Location Area #4:</b> HOC (Highway Oriented Commercial)	Car Dealership
West	<b>Location Area #5:</b> HI (Heavy Industrial)	Undeveloped Lot
Southwest	<b>Location Area #6:</b> CR (Commercial Retail)	Undeveloped Lot
Southeast	<b>Location Area #7:</b> CR (Commercial Retail)	Retail Store
South	<b>Location Area #8:</b> HOC (Highway Oriented Commercial)	Undeveloped Lot



## **SUBJECT SITE**

The subject site is undeveloped on a 17.78 acre site, on Continental Road (as a connector to Veterans Memorial Parkway). The intent of the applicant is allow for development of single family attached homes. The property is currently split between zoning designation, in part to allow for High-Density Residential Development at 12 units per acre. The requested setbacks and lot coverage, are beyond the general limits allowed for the R-4 (High-Density Residential) district requirements, which requires a zoning map amendment.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site primarily in the “Potential Annexation” area, which is characterized as areas not yet annexed into the city limits. The location was annexed into the city by the approval of AN 19-04-02 and rezoned to the current zoning with the approval of RZ 19-04-03.

## **ENVIRONMENTAL SITE ANALYSIS**

The subject property does contain wetlands to the north, and borders a single-family neighborhood with a significant border of trees.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property is serviceable by City Sewer and Water. Access to the site is provided by Continental Road, and will lead onto Veterans Memorial Parkway at the Continental Road Intersections. Although the existing roads in the dodge dealership project were proposed to be public roads and were inspected by the city during construction, they have never been dedicated or accepted by the city. These new streets would not be accepted as public streets when they can only be accessed by private streets and are not connected to the city network of streets. Additional space is needed at dead end streets to allow for vehicles to turn around. A cul-de-sac is preferred, but a hammerhead will be considered. If parking spaces are full then drivers would have to back down a "public" street to exit the parking lot. A sidewalk should be added along the north side of the existing street adjacent to the proposed development.

## **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 surrounding lots consists of single-family homes, apartments, retail shops, and a car dealership.

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

- It is Staff's opinion that the proposal will likely increase the overall value of property in the area and increase the housing stock within the city limits.

### **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.**

- Although an appraisal has not been completed at this time, the proposed zoning would create significant development in the area, and continue the already proposed planning for the general area.

4. **The relative gain to the public, as compared to the hardship imposed upon the property owner.**
  - The property is currently undeveloped, with the intention of creating new housing in the area. However, significant public services will be required due to density.
5. **The suitability of the subject property for the zoned purposes.**
  - The requested zoning is problematic as it currently presents significant issues with the subdivision ordinance, as well as suitable access to Veterans Memorial Parkway.
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 is located in an area with new construction.
7. **The extent the proposed change would impact the following:**
  - Population density in the area.
    - Population density would significantly increase, as this development would add 172 dwelling units with approximately 3 bedrooms each.
  - Community facilities.
    - There will be a significant impact in the use of City Sewer and Water. There are no proposed dumpsters for this location, and poly carts can only be allowed on public roads. Dumpsters would be necessary on private streets and would cause an increase in solid waste collection.
  - Living conditions in the area.
    - The additional residential units should increase the living conditions in the area, as it is currently empty.
  - Traffic patterns and congestion.
    - There is likely to be a significant increase in traffic with the number of housing units proposed with the likelihood of 3 bedrooms per unit. These units will feed onto Veterans Memorial Highway, between the existing signalized intersection on 301 and the proposed signal on Cypress Lake. Due to the ingress and egress on Veterans Memorial being restricted to only a single right-in right-out on the southwest of the property and a non-signalized left turn onto the bypass, a traffic study should be submitted to analyze any possible future improvements that could be made as a result of the development. The potential increase in left turns could cause significant accidents at the median crossover intersection. Preliminary trip generation calculations conducted by City Staff using the 9<sup>th</sup> Addition of the Trip Generation Manual resulted in the generation of 7101 weekly trips from the area. **Additional concerns have been highlighted in the attached memorandum from the City Engineer.**

- Environmental aspects.
  - There are wetlands at the rear of the property, but these wetlands are not projected to be disturbed.
- Existing and future land use patterns.
  - Generally the area is surrounded by a mix of single-family residential (Whispering Pines Subdivision) and commercial centers.
- Property values in the adjacent areas.
  - There would likely be an increase in the surrounding property values as a residential development is added.

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

- The proposed residential use of the property is consistent with the *City of Statesboro 2019 – 2029 Comprehensive Master Plan* in the “Proposed Annexation Area.” This development is partially in alignment with the original annexation plan for this property.

**Subject Property**



**Southeastern Property**



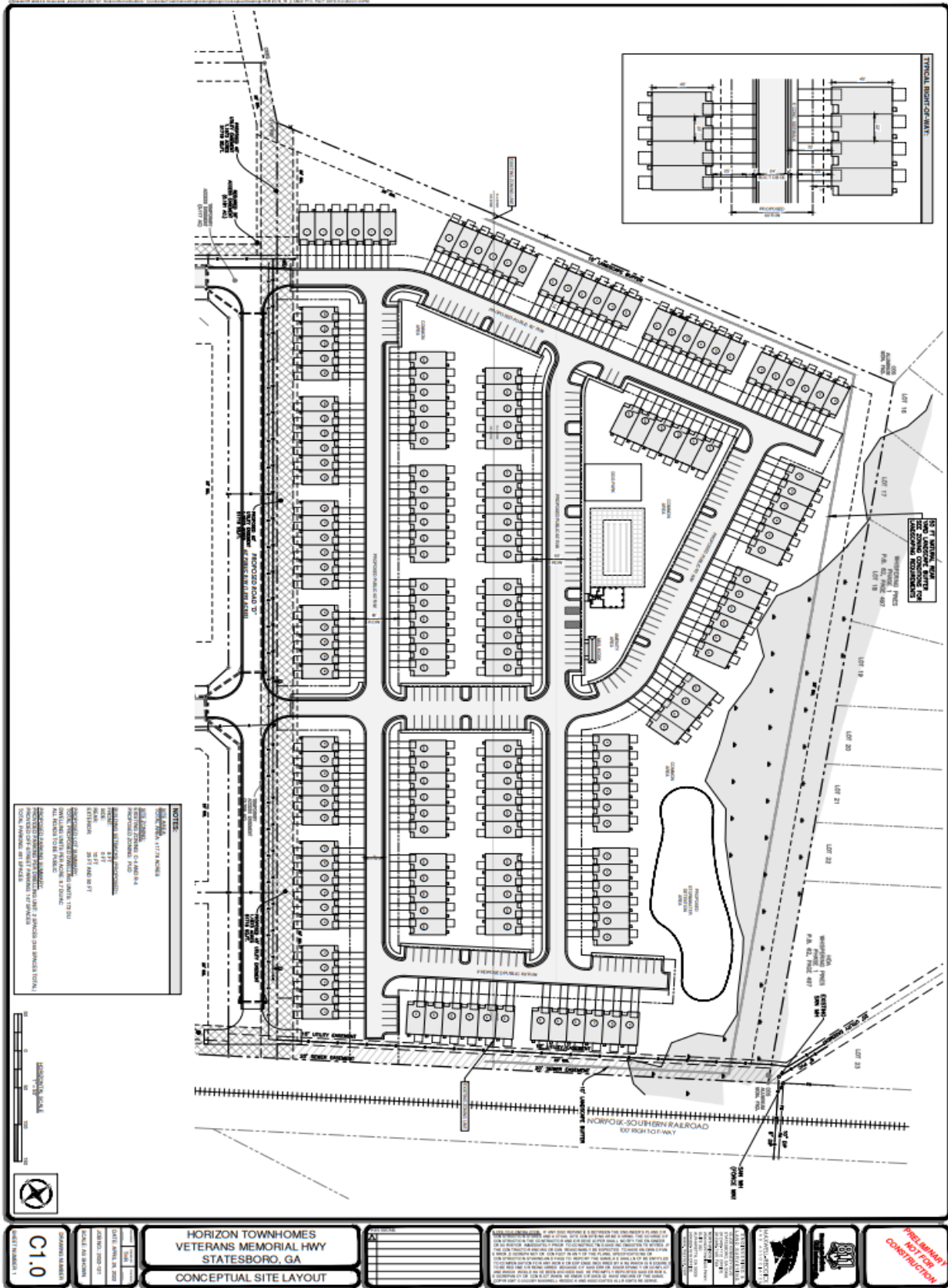
## Southern Property



## Western Property



# Proposed Development



## **STAFF/PLANNING COMMISSION RECOMMENDATION**

Staff recommends **Denial of RZ 22-05-02. Please refer to the potential design standard/design recommendations for townhomes as prepared by our Zoning Consultant TSW, the provided Engineering Memorandum and traffic count note sheet.** 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.
2. All listed proposed public right of ways are subject to review and approval by the City Engineer before acceptance. Any accepted Public Roads must be accepted and deeded to the City prior to building construction.
3. As per Article XXIII, Section 2301, a landscape buffer strip must be planted adjacent to "Proposed Road D" in order to separate the commercial uses located to the South of the development.
4. The applicant must provide a traffic study to better show how traffic may be impacted on Veterans Memorial Parkway and any available options to mitigate traffic issues created by the development.

At the regularly scheduled meeting of the Planning Commission on June 7, 2022, the Commission recommended approval of the Zoning Map Amendment and conditions 1-3 with a 3-0 vote.



June 1, 2022

Kathleen Field, Director of Planning & Development  
City of Statesboro  
50 East Main Street  
Statesboro, GA 30458

1447 Peachtree Street, NE  
Suite 850  
Atlanta, GA 30309

Phone: 404.873.6730  
www.tsw-design.com

*Principals:*  
William Tunnell  
Jerry Spangler  
Thomas Walsh  
Bryan Bays  
Caleb Racicot  
Adam Williamson  
Heather Hubble

RE: Townhouse Developments

Dear Director Field,

I am writing this letter on behalf of the TSW Team to offer suggestions on the development of townhouses/attached single-family dwellings in Statesboro. These suggestions are based on our work preparing the Code Diagnostic Report Policy Analysis, our experiences in other communities, and best practices.

### **Background**

In recent years, there has been a renewed interest in building townhouses/attached single-family dwellings across the nation. Several factors contribute to this, including:

- Strong housing demands and rising home prices;
- Rising construction costs and land costs;
- Limited land availability in desirable locations;
- Lower maintenance (versus detached single-family dwellings);
- Financial advantages for buyers and sellers; and
- Lifestyle trends.

In response, many communities have adopted standards to ensure a minimum level of quality for these developments.

In Statesboro, a lack of townhouse standards was identified as a weakness in the Code Diagnostic Report and will be addressed as part of the code rewrite. This letter provides an overview of potential standards that will be considered and could be applied to pending townhouse proposals while the code is being updated.



## Potential Standards

The following standards are often applied to townhouses across Georgia and should be considered for their appropriateness in Statesboro. Generally, these standards seek to ensure a high quality of life for townhouse residents, while benefiting the city.

### Site Design

- At least 5 to 10% of the site must be amenity space.

*Amenity space is usually defined as any at-grade outdoor area of at least 100 square feet intended for use by the occupants, invitees, and guests of the development and specifically excludes required sidewalks, stream buffers, zoning buffers, stormwater features, and nature water bodies.*

*Amenity spaces often include:*

- *Playgrounds;*
  - *Pool areas;*
  - *Tennis courts, basketball courts, and similar uses;*
  - *Yards, lawns, and gardens;*
  - *Hardscape areas improved for pedestrian enjoyment; and*
  - *Wooded areas.*
- No on-site parking is allowed between the building and internal or external street, except in driveways that conform to city standards.
  - No garage entrances may face an external street and no alley/driveway may be between an external street and the closest building.
  - Alleys/rear driveways are required, except where impractical due to site size, shape, or topography, to avoid garage doors along internal streets.
  - Internal streets must provide sidewalks on any side that adjoins on-site dwelling units and street trees are required on both sides. Street trees must be spaced an average of 50 feet on-center
  - A continuous paved pathway or sidewalk system must be provided to connect on-site amenity spaces, on-site dwelling units, and external sidewalks.
  - Sites with more than 50 units must provide at least two points of vehicular access.
  - Street connections or future street connection must be provided to adjacent properties likely to develop or redevelop.
  - Along external streets, townhouse sites not in a downtown or mixed-use area must include a 10-to-30-foot landscape strip containing a decorative fence/wall and entrance monument. The fence may be constructed as a solid brick or stacked stone wall, or as a wrought iron-style fence with brick or stacked stone columns (max. 30 feet on-center).

### Lot Design

- Each dwelling unit must occupy its own lot at least 20 feet wide and 50 feet deep.
- When garage doors face a street, the minimum building setback from the back of the required sidewalk is 20 feet, to prevent cars from overhanging the sidewalk.
- When garage doors do not face a street, the minimum building setback is 10 feet and the yard must be landscaped.

### Building Design

- No townhouse row may contain more than six units.
- No more than three adjacent units may have the same front façade designs. Differentiation between adjacent units may be accomplished by a change in materials, building height, color, roof form, or setbacks.
- A front porch or stoop is required and must be connected to the adjacent required sidewalk by a walkway at least 3 feet wide.
- Portions of lots and buildings along external streets must include the following when visible from such streets:
  - Window treatments, such as trim and shutters, similar to the front.
  - Architectural treatments similar to the front facade.
- Exterior wall finish materials are limited to:
  - Painted or unpainted brick, including half-depth brick, thin brick, and simulated brick veneers;
  - Stone, including unpainted natural stone, unpainted cast stone with the appearance of natural stone; and
  - Cement-based artificial wood siding; shakes and shingles.

### Other

- Each unit must be separately metered for all utilities
- Shared walls between units must be fire-rated and extend from the foundation to the roof decking of the structure.

We encourage the City to consider the appropriateness of these and other standards as it reviews townhouse proposals while the new code is being written.

Sincerely,



Caleb Racicot  
Principal

# 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

## Interoffice Memorandum

### City Manager's Office

**To:** Charles Penny, City Manager  
Jason Boyles, Assistant City Manager  
Kathy Field, Director - Planning and Development

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

**Date:** June 14, 2022

**RE:** Continental Road Development - Right of Way Dedication - Planning Discussion

**Summary:** The subject development has been approved by the planning commission; however, using engineering judgement, the following items are Engineering and Planning Department concerns with regard to regulations for the subject development and should be considered before approving any further actions for establishment of the development:

1. The section below from the City of Statesboro municipal code references what may be altered through the PUD process. Changes to other municipal code requirements should be addressed individually through the variance process Article XIV Section 1402.

“In acting upon the application, the planning commission may alter setback requirements, height limits, building size limits, off street parking regulations, landscaping rules and density and intensity limits but only with approval from the zoning board of appeals.”

2. The streets currently constructed within the Continental development would be considered collector streets that convey residential traffic from a neighborhood to an arterial route (Veterans Bypass) per the section of Statesboro Municipal Code below.

## Appendix B Subdivision Regulations

*Street, collector.* A public way designed primarily to connect local streets with arterial streets or to provide access from residential areas to major destination points such as shopping or employment centers and which may be expected to carry a significant volume of traffic.

With the increased in number of units, Municipalities play a vital role in regulating land use within their jurisdictions. In furtherance of the general intent of the City of Statesboro Zoning Ordinance, the regulation of land subdivision by municipal governing authorities is authorized for the following purposes, among others to assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in and through new land developments; therefore, a traffic study is recommended for the subject development.

3. Sidewalks are required on the existing Continental Streets per the Statesboro Municipal code.

“Sidewalks shall be installed on all arterial and collector streets. All sidewalks shall be constructed in accordance with the Georgia Department of Transportation Standards. Specifications, except where unusual conditions exist which eliminates the necessity for sidewalks and said exceptions, is specifically granted by the city. The minimum width for a sidewalk is five feet regardless of the street classification.”

4. The street system proposed on the original development submission has not been completely accepted. The entire road system as shown on the plat will need to be constructed before dedication. This includes the hammer head where the street dead ends at the railroad. A revised plat would be required if the roadway system is changed. If graded the curb, base and paving could be bonded. The following sections of the Statesboro municipal code apply to city acceptance of the roads:

*“A surety bond or maintenance bond for 20 percent of total improvement costs for those facilities to be dedicated and then maintained by the city. This bond insures the maintenance of required public facilities and improvements for one year after completion and approval of said facilities.”*

“Approval of the final plat shall not be deemed to constitute or affect an acceptance by the public or the dedication of any street or other ground shown upon the plat. Until the city officially accepts the dedication of any streets, parks, or any grounds, it is the developer's responsibility to maintain such facilities. Applicants attempting to dedicate a street or any other facility shall follow the procedure listed under [article 8.](#)”

“The developer shall complete all site work prior to any construction of buildings or houses. This means that all roads, drainage, and utilities have to be completed and approved by the city before houses and buildings can be built.”

“The developer can apply for approval of the final plat if required improvements are partially completed and if he provides the City of Statesboro with assurance for completion of the remaining required improvements. Under this option, the developer must complete the grading of all roads; however he can bond the base and paving of these roads.

“Street, easement acceptance. The approval of a plat by the city council and its subsequent recording shall not be deemed to constitute an acceptance by the city of any road, easement or other ground shown on the plat. Separate right-of-way and easement dedication forms must be submitted by the developer to the office of the city engineer for the mayor and city council to approve by written resolution.”

“*Street names.* Proposed streets, which are obviously in alignment with other existing and named streets, shall bear the assigned name of the existing streets. In no case shall the name of the proposed streets duplicate or be phonetically similar to existing street names, irrespective of the use of suffix, street, avenue, boulevard, drive, place, court, etc. It shall be unlawful for any person in laying out any new street or road to name such street or road on any plat, by marking or in any deed or instrument, without first getting approval of the planning director.”

“All land designated for street purposes or street widening shall be laid out and shown on the map of the subdivision and shall have provided therefore right-of-way not less than the width specified in these regulations. All completed streets shall comply to the specification and standards in this ordinance [this appendix] and shall be approved by the city engineer. Applicants seeking to dedicate a street to the City of Statesboro shall fill out an official street dedication form and submit it to the engineering department. A copy of a street dedication request form and a sample of a road right-of-way deed are attached in [to] this ordinance [the subdivision regulations of the city adopted Jan. 4, [2002](#)].”

5. The proposed development does not show the buffer required below by Statesboro municipal code.

“In residential districts a buffer strip not less than 25 feet in-depth, in addition to the normal depth of the lot required in the district, shall be provided adjacent to the railroad right-of-way or limited access highway. This strip shall be part of the platted lots and

shall be so designated on the plat: "This strip is reserved for the planting of trees and shrubs by the owner. The placement of structures hereon is prohibited."

6. Driveway and parking areas in should conform to the Statesboro Municipal Code as stated below. If a property is divided where each townhouse is a separate property then a minimum of three parking spaces are required on each property.  
"Driveways, Driveway design, standards and specifications shall follow the City of Statesboro Access Control and Driveway Standards and Specifications."

"Wheel stops shall be provided in all parking facilities that do not already have curbing for all spaces abutting property lines, buildings, and landscaping. No vehicle shall overhang a public right-of-way. They shall be a minimum of four inches in height and width and six feet in length. They shall be firmly attached to the ground and so constructed as to withstand normal wear."

"Section 1601. - Design requirements for multifamily, commercial, and industrial parking lots. The following rules shall be observed:

- A. With the exception of drive aisles, a minimum setback of three feet is required of all parking facilities. Measurements will be made from the closest property line to the curb or curb bumper."

*"Appendix A Zoning*

*Purpose.* The zoning regulations and districts as herein set forth have been prepared in accordance with an adopted future land use and major thoroughfare plan for the city to promote the public health, safety, morals and general welfare of the city, to facilitate orderly and harmonious development, and to regulate the density of population and intensity of land use in order to provide for adequate light and air. In addition, this ordinance has been prepared to provide for vehicle off street parking, to prevent the overcrowding of land, blight, danger and congestion in the circulation of people and the loss of life, health or property from flood or other dangers. The zoning regulations and districts as herein set forth are also employed to protect transportation facilities, public facilities, residential areas, recreation and open space and the natural resources of the City of Statesboro, Georgia."

# 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, 2022

**RE:** June 21, 2022 City Council Agenda Items

**Policy Issue:** *Statesboro Zoning Ordinance: Special Exception Request*

**Recommendation:** Planning Commission recommends Approval of the Special Exception requested by SE 22-05-03.

**Background:** Quaiesha Oglesby requests special exception from Article XXVII, Section 2704, in order to establish a group day care hosting 15 children on 0.57 acres at 102 Lee Street.

**Budget Impact:** None

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

**Attachments:** Development Services Report (SE 22-05-03)



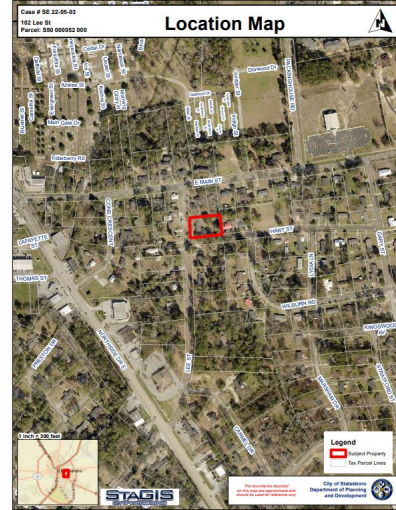
*City of Statesboro-Department of Planning and Development*  
**ZONING SERVICES REPORT**

P.O. Box 348  
 Statesboro, Georgia 30458

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

**SE 22-05-03  
 SPECIAL EXCEPTION REQUEST  
 102 Lee Street**

<b>LOCATION:</b>	102 Lee Street
<b>EXISTING ZONING:</b>	R15 (Single-Family Residential)
<b>ACRES:</b>	0.57 acres
<b>PARCEL TAX MAP #:</b>	S50 000052 000
<b>COUNCIL DISTRICT:</b>	District 1 (Boyum)
<b>EXISTING USE:</b>	Single-Family Home/Home Daycare
<b>PROPOSED USE:</b>	Single-Family Home/Group Daycare



**PETITIONER**                Quaiesha Oglesby  
**ADDRESS**                    102 Lee Street, Statesboro GA 30458

**REPRESENTATIVE**    Same as Above  
**ADDRESS**

**PROPOSAL**

The applicant requests a special exception to allow for the utilization of an existing single-family home for use as a group daycare for up to 15 children in the R15 (Single-Family Residential) zoning district. Although a daycare is an allowed home occupation in the Single-Family Residential zoning district, the capacity for children is limited to six (6). The applicant's desired utilization of the property is not permitted without either the rezoning of the property or the granting of a special exception permitting the requested use. Historically, the property has been a residential home with an active family home daycare.

**PLANNING COMMISSION RECOMMENDATION**

**SE 22-05-03 CONDITIONAL APPROVAL**



Case # SE 22-05-03  
102 Lee St  
Parcel: S50 000052 000

# Location Map



1 inch = 300 feet



**Legend**

-  Subject Property
-  Tax Parcel Lines

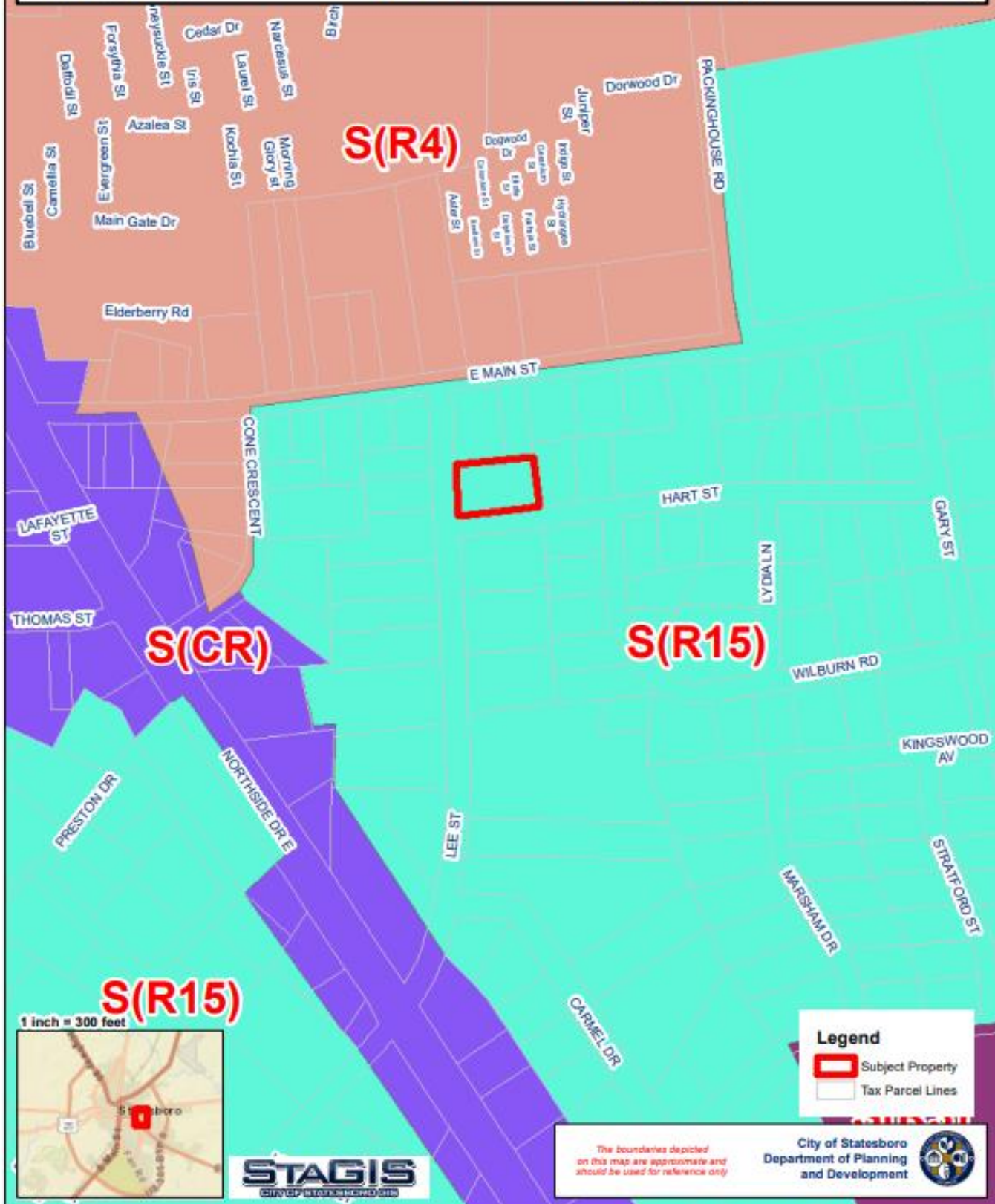
The boundaries depicted on this map are approximate and should be used for reference only

City of Statesboro  
Department of Planning  
and Development



Case # SE 22-05-03  
102 Lee St  
Parcel: S50 000052 000

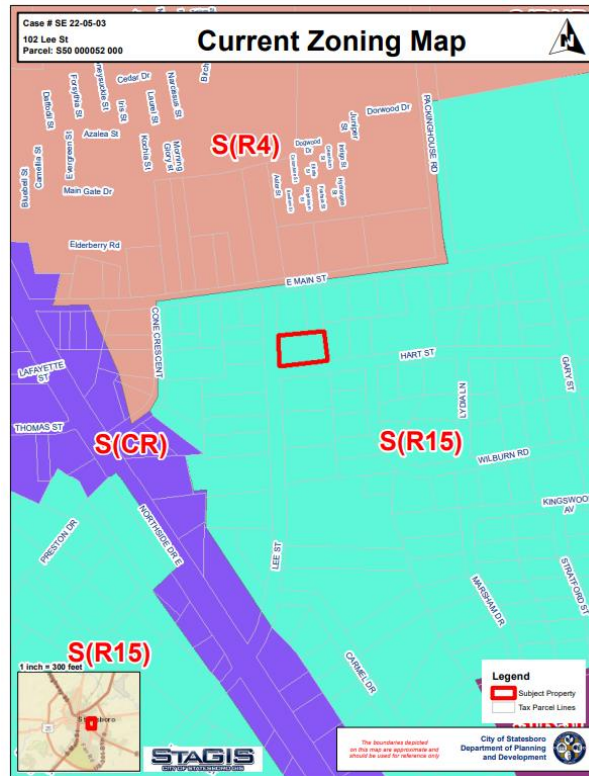
# Current Zoning Map



Case # SE 22-05-03  
102 Lee St  
Parcel: S50 000052 000

# Future Landuse Map





**SURROUNDING LAND USES/ZONING**

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> R-15 (Single-Family Residential)	Single-Family Residential Dwelling
Northeast	<b>Location Area #2:</b> R-15 (Single-Family Residential)	Single-Family Residential Dwelling
East	<b>Location Area #3:</b> R-15 (Single-Family Residential)	Single-Family Residential Dwelling
Further East	<b>Location Area #4:</b> R-15 (Single-Family Residential)	Single-Family Residential Dwelling
Southeast	<b>Location Area #5:</b> R-15 (Single-Family Residential)	Single-Family Residential Dwelling
Further Southeast	<b>Location Area #6:</b> R-15 (Single-Family Residential)	Single-Family Residential Dwelling
South	<b>Location Area #7:</b> R-15 (Single-Family Residential)	Single-Family Residential Dwelling
Southwest	<b>Location Area #8:</b> R-15 (Single-Family Residential)	Single-Family Residential Dwelling
West	<b>Location Area #9:</b> R-15 (Single-Family Residential)	Single-Family Residential Dwelling

## **SUBJECT SITE**

The subject site contains a single family home with a small fenced playground and accessory structure on 0.57 acres. Historically this property has served as a residence with a home occupation of a family home daycare.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Established Residential” character area, which features connected street grids linked with the downtown. Major corridors in this area may support a mix of residential and commercial uses.

## **ENVIRONMENTAL SITE ANALYSIS**

The subject property does not contain wetlands and is not located in a special flood hazard area. Any potential issues will be brought forth and discussed during standard permitting and review procedures.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property is currently served by city utilities, sanitation and public safety. No significant impact is expected on community facilities or services as a result of this request.

## **SPECIAL EXCEPTION STANDARDS OF REVIEW**

The *Statesboro Zoning Ordinance* permits the grant of a special exception upon a finding by the governing body that the requested use is “of the same general character” as those uses permitted within the district without the grant of a special exception and requires that “in determining the compatibility of the conditional use with adjacent properties and the overall community, the Mayor and City Council (will) consider the same criteria and guidelines [as for] determinations of amendments, as well as the following factors”.

Article XXIV, Section 2406 of the *Statesboro Zoning Ordinance* lists **seven (7) factors** that should be considered by the Mayor and City Council “in determining the compatibility” of the requested use with adjacent properties and the overall community for considerations of Conditional Use Variances, or Special Exceptions as follows:

**(A) Adequate provision is made by the applicant to reduce any adverse environmental impact of the proposed use to an acceptable level.**

- Installation of a driveway for egress would require the removal of multiple trees in the area. Increasing the parking spaces would also require the removal of trees on the site.

**(B) Vehicular traffic and pedestrian movement on adjacent streets will not be substantially hindered or endangered.**

- The proposed use of the existing building is of a similar nature to the already established use. If correctly oriented to the street, inclusion of a drive to drop off children should not significantly hinder traffic in the neighborhood.

**(C) Off-street parking and loading, and the entrances to and exits from such parking and loading, will be adequate in terms of location, amount, and design to serve the use.**

- The proposed use is of a near identical nature to the current use. Per Article XXVII, Section 2704 of the *Statesboro Zoning Ordinance*, employee parking

shall be provided at 1 ½ spaces per employee. Current parking plan shows 3 parking spaces and an employee entrance driveway.

**(D) Public facilities and utilities are capable of adequately serving the proposed use.**

- Building Inspections by the Building Inspections Division (i.e. Building Official) have not been conducted, but will be required for the facility expansion.

**(E) The proposed use will not have significant adverse effect on the level of property values or the general character of the area.**

- Although an appraisal has not been done for the property it is unlikely that the proposed use will have additional effects on property values.

**(F) Unless otherwise noted, the site plan submitted in support of an approved conditional use shall be considered part of the approval and must be followed.**

- The plans express sufficient parking for projected staff, and should provide sufficient ingress and egress without impeding traffic on Hart Street.

**(G) Approval of a proposed use by the Mayor and City Council does not constitute [an] approval for future expansion of or additions or changes to the initially approved operation. Any future phases or changes that are considered significant by the Planning Commission and not included in the original approval are subject to the provisions of this section and the review of new detailed plans and reports for said alterations by the governing authority.**

- Any significant future phases or changes to this proposal must first be reviewed and approved by Staff.

**Article XVIII, Section 1802 of the *Statesboro Zoning Ordinance* further outlines the qualifications needed to grant a special exception to the zoning ordinance. These include uses that are consistent with the purpose and intent of the zoning ordinance and district in which the use is proposed to be located; uses that do not detract from neighboring property; and uses that are consistent with other uses in the area. In order to meet these qualifications, approval of any special exception for the proposed use at the subject parcel should (if necessary) include conditions that will ensure that development along this corridor remains consistent with the *Statesboro Comprehensive Plan* and the *Statesboro Zoning Ordinance* and that serve to mitigate negative effects of the use to the surrounding area's character, uses, and zones.**

- The proposed use is consistent with the subject site's character area ("Established Residential") as stated in the *2019 – 2029 Comprehensive Master Plan*. The proposed use adequately mitigates negative effects of the use to the surrounding area's character, uses and zones. The subject site is located within an area, which houses homes generally constructed in the late 19<sup>th</sup> to early 20<sup>th</sup> century and serves a commercial purpose to the surrounding neighborhood connected to downtown.

Article XXVII (Daycare) of the Statesboro Zoning Ordinance restricts group daycares to the CR (Commercial Retail), HOC (Highway Oriented Commercial), CBD (Central Business District), and LI (Light Industrial) zoning districts. Section 2704 lists nine (9) minimum conditions for Mayor and City Council to consider when granting a proposed group daycare in a building also occupied as a residential dwelling.

**A) The premises on which the child care use is established shall have access on a thoroughfare adequate for traffic.**

- The site is located at the corner of Lee Street and Hart Street, and will implement a drive not impacting Hart Street directly.

**B) The child care facility shall contain not less than 30 square feet of indoor play area for each child at maximum enrollment and not less than 100 square feet per child of outdoor play area at maximum enrollment.**

- The building would require 450 square feet of heated floor space to meet this requested 30 square feet for a total of 15 children. The heated square feet of the main building is 1570. The maximum percentage of square feet would only equate to 392 in the main building. The addition of the floor space provided by the existing garage area would provide an additional 378 square feet which would be sufficient for the request upon completion.

**C) The outdoor play areas shall be fenced with fencing not less than four feet in height.**

- Current fencing has sufficient height, but the increase in the number of students will require the expansion of the fencing area.

**D) The premises must contain adequate off-street loading and unloading.**

- Implementation of the new driveway in the front should provide sufficient ingress and egress for drop-off and pickup.

**E) In premises also occupied as a dwelling, the day care portion of the dwelling shall not occupy over 25 percent of the heated square feet of the dwelling.**

- Providing care for the 15 children would occupy greater than 25% of the main building. The connecting building will provide additional square footage for the facility. The new total square footage of the location would be 1948 square feet.

**F) All signs shall be in compliance with the City's existing sign ordinance.**

- Signage already exist at this location. Any new signage must adhere to the requirements of Sign District 1.

**G) Off-street parking for employees shall be provided at the rate of one and one half parking spaces per employee.**

- Preliminary parking plan shows that there are a total of 5 spaces (2 handicap) on the site.

**H) The applicant must provide a site plan indicating parking, pick-up and drop-off points, and playground area.**

- The applicant has provided a preliminary parking plan, showing specific items regarding both parking and playground area.

**I) Any other conditions that City Council may deem necessary to promote the health, safety, and welfare of the neighborhood.**

- There are no noted additional safety concerns at this time.



**Subject Property**



**Western Property**



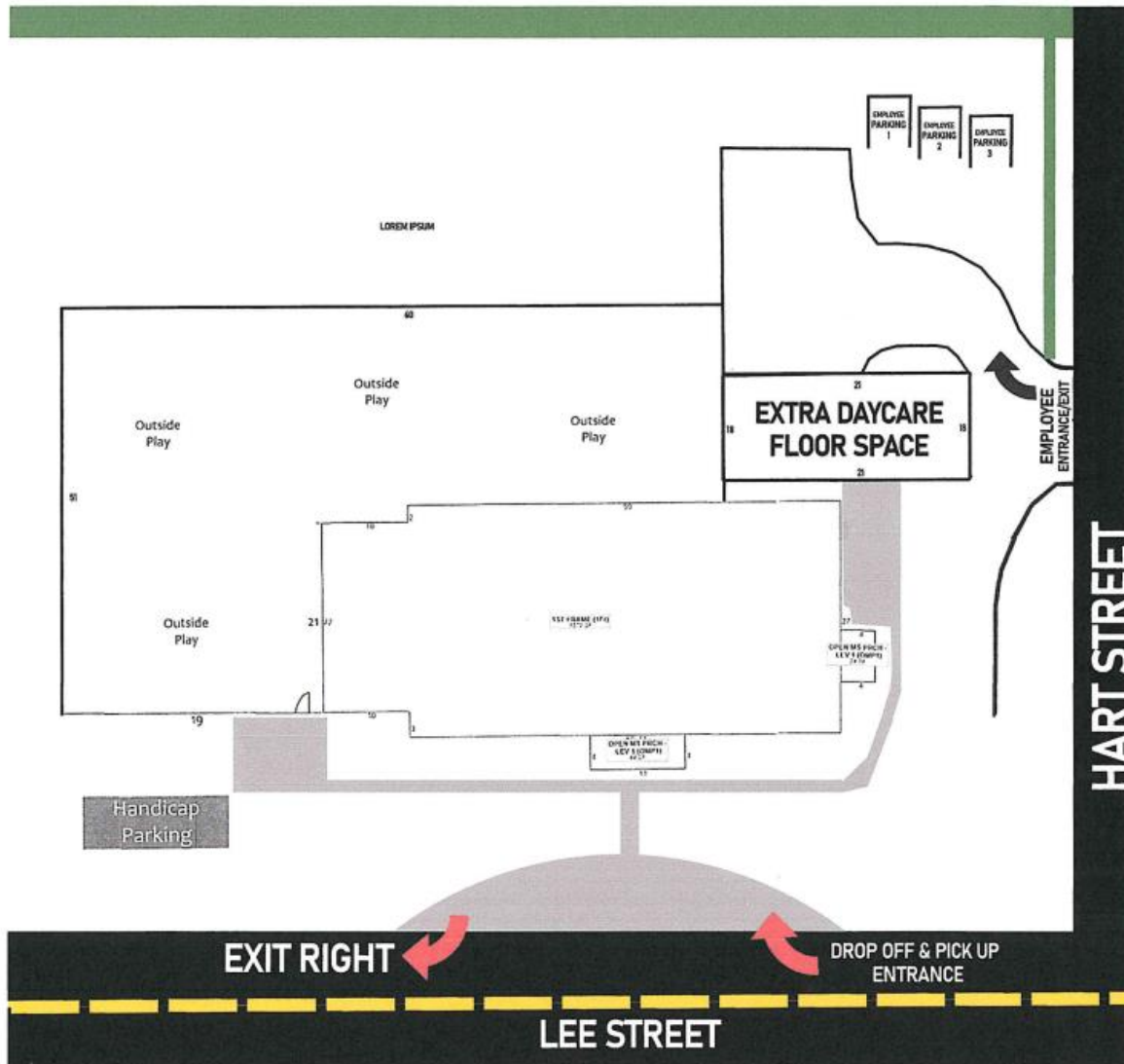
**Northern Property**



**Southern Property**



# Preliminary Parking & Ingress



### **STAFF RECOMMENDATION**

Staff recommends Approval of **SE 22-05-03**. 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) An occupational tax certificate will not be issued without the submission of a building permit application showing an addition of square footage reflecting the ratio associated with hosting 15 children (450 square feet).
- (2) The business must adhere to all requirements listed by the state of Georgia for the operation of a Child Care Learning Center.
- (3) Approval of the special exception does not grant the right to conduct renovations to the facility. All renovations must be completed through the building permit application process.
- (4) The outdoor play area must be expanded to suit the maximum number of children allowed under the facility type.
- (5) The daycare facility may not exceed a total space beyond 487 square feet of the heated floor space of the home, as determined by the ratios reflected for home occupations.

At the regularly scheduled meeting of the Planning Commission on June 7, 2022, the Commission recommended approval of the Special Exception and conditions with a 3-0 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, 2022

**RE:** June 21, 2022 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 22-05-04.

**Background:** W&L Developers, LLC request a zoning map amendment from the R10(Single-Family Residential) zoning district to the PUD (Planned Unit Development) zoning district in order to construct a 48 unit townhome development on 14.05 acres at S&S Railroad Bed Road

**Budget Impact:** None

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

**Attachments:** Development Services Report (RZ 22-05-04)



*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 22-05-04  
 ZONING MAP AMENDMENT REQUEST  
 S&S Railroad Bed Road**

<b>LOCATION:</b>	S&S Railroad Bed Road
<b>EXISTING ZONING:</b>	R10 (Single-Family Residential)
<b>ACRES:</b>	14.05 acres
<b>PARCEL TAX MAP #:</b>	107000007000 & 107000006A000
<b>COUNCIL DISTRICT:</b>	District 5 (Barr)
<b>EXISTING USE:</b>	Vacant Land
<b>PROPOSED USE:</b>	Townhome Subdivision



**PETITIONER**                    W&L Developers, LLC  
**ADDRESS**                        1803 Wadley Coleman Lake Road, Midville, GA 30458

**REPRESENTATIVE**          Marcus Sack  
**ADDRESS**                        P.O. Box 649, Hinesville, GA 31310

**PROPOSAL**

The applicant is requesting a Zoning Map Amendment from the R10 (Single-Family Residential) zoning District to the PUD (Planned Unit Development) zoning district on 14.05 acres of vacant land on S&S Railroad Bed Road, for the purposes of constructing 48 townhome units. The property was annexed into the city in 2020 with the R10 (Single-Family Residential) zoning classification.

**PLANNING COMMISSION RECOMMENDATION**

**RZ 22-05-04 CONDITIONAL APPROVAL**

Case # RZ 22-05-04  
S & S Railroad Bed Rd  
Parcel: 107 000006A000 &  
107 000007 000

# Location Map




**Legend**

-  Subject Property
-  Tax Parcel Lines

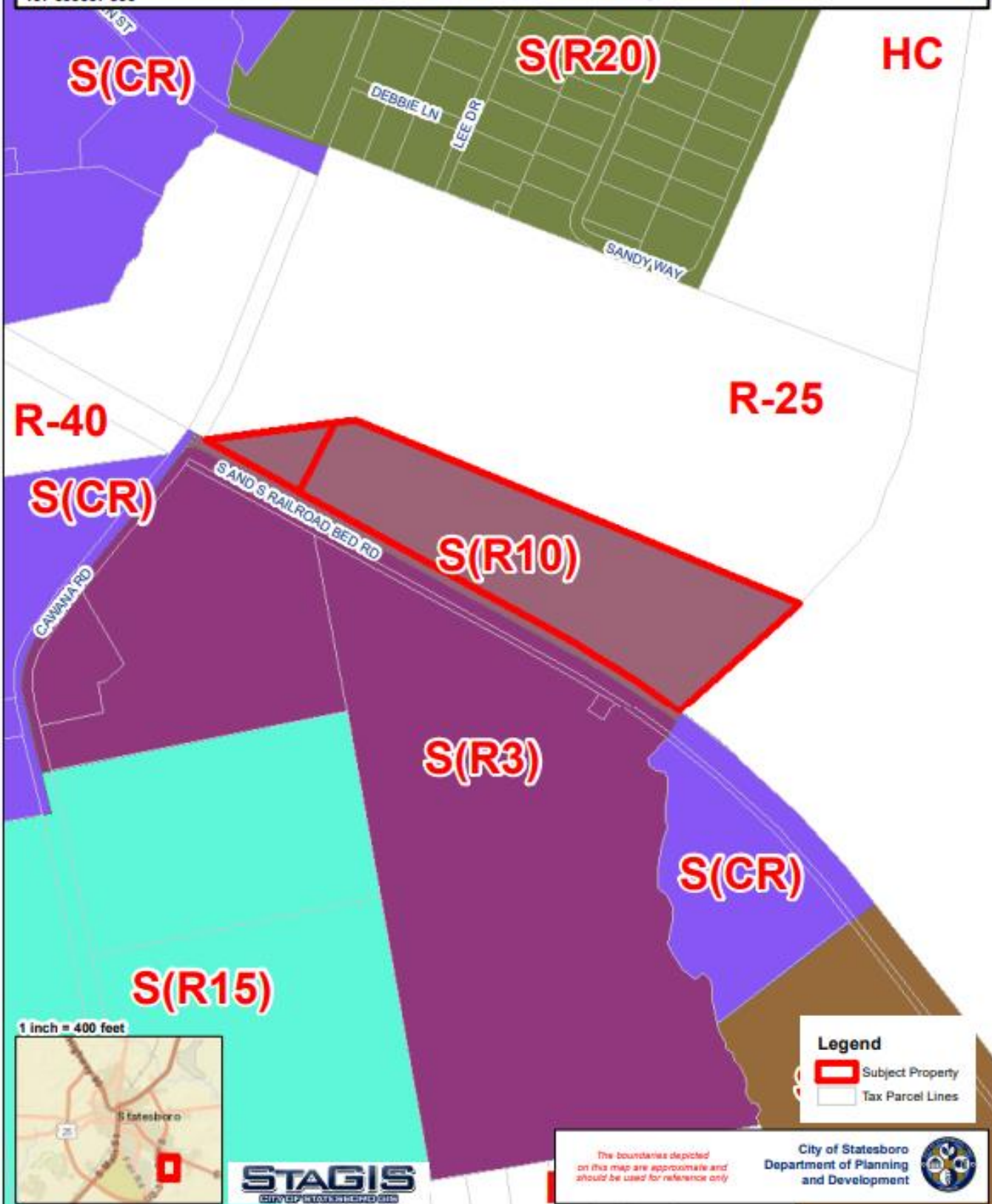
The boundaries depicted on this map are approximate and should be used for reference only.

City of Statesboro  
Department of Planning and Development



Case # RZ 22-05-04  
S & S Railroad Bed Rd  
Parcel: 107 000006A000 &  
107 000007 000

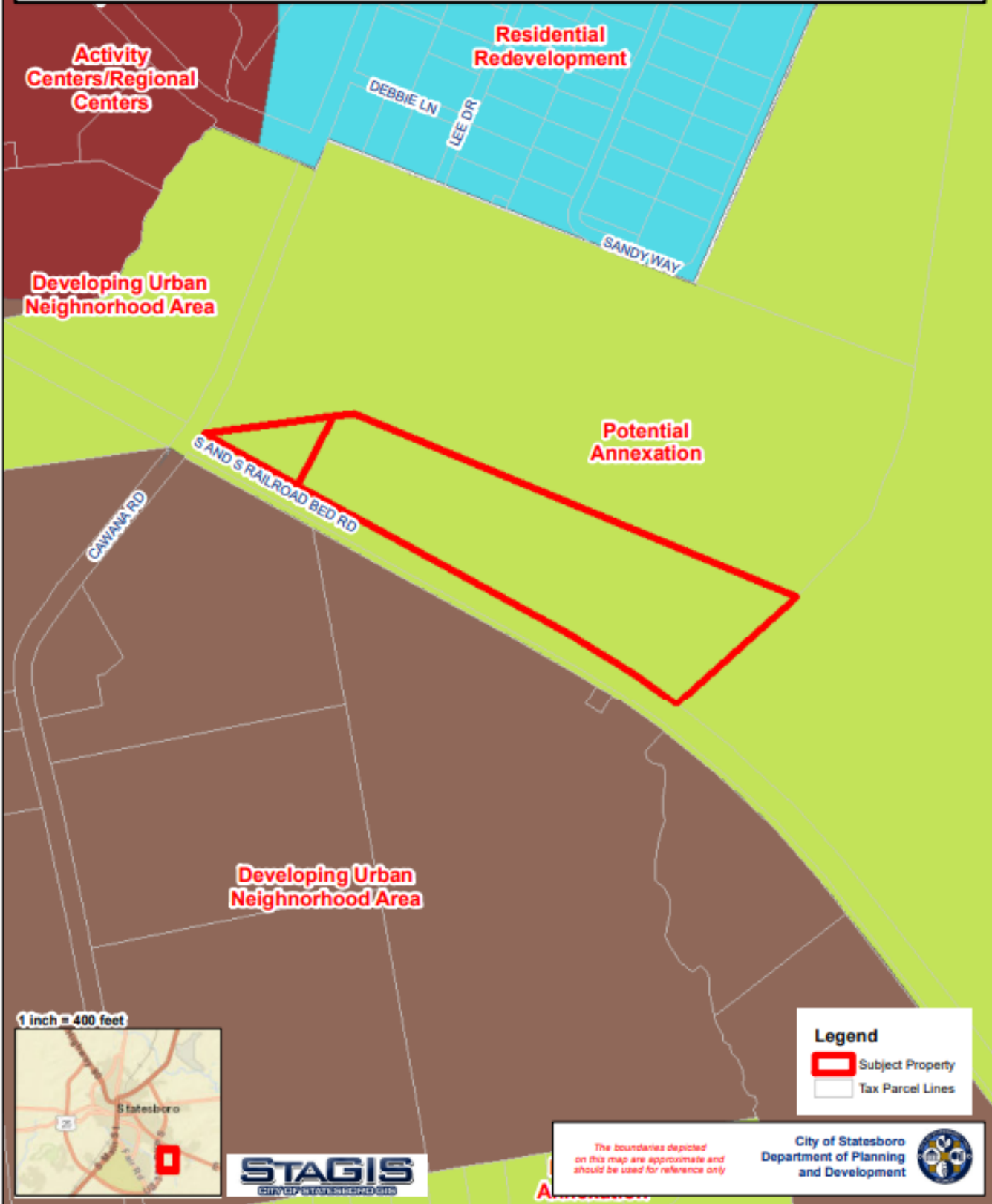
# Current Zoning Map



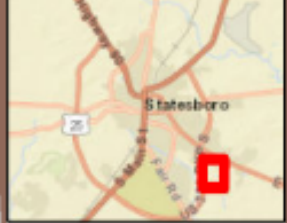


Case # RZ 22-05-04  
S & S Railroad Bed Rd  
Parcel: 107 000006A000 &  
107 000007 000

# Future Landuse Map



1 inch = 400 feet



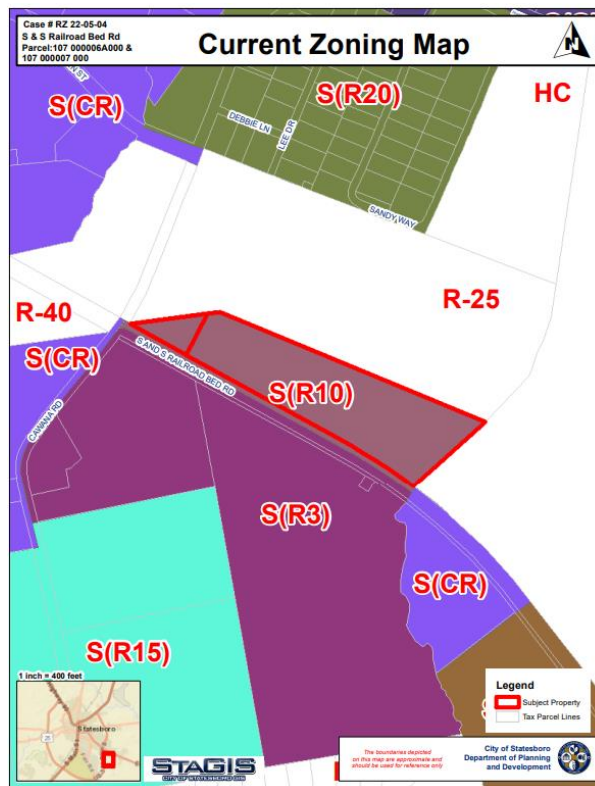
Developing Urban  
Neighborhood Area

**Legend**

- Subject Property
- Tax Parcel Lines

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





**SURROUNDING LAND USES/ZONING**

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> R25 (Single Family Residential) County Zoning Designation	Vacant Land
Northeast	<b>Location Area #2:</b> R25 (Single Family Residential) County Zoning Designation	Vacant Land
Northwest	<b>Location Area #3:</b> R25 (Single Family Residential) County Zoning Designation	Single-Family Residential Dwelling
East	<b>Location Area #4:</b> R25 (Single Family Residential) County Zoning Designation	Single-Family Residential Dwelling & Farmland
West	<b>Location Area #5:</b> R25 (Single Family Residential) County Zoning Designation	Single-Family Residential Dwelling
Southwest	<b>Location Area #6:</b> R3 (Medium Density Residential)	Connection Church & Vacant Land
Southeast	<b>Location Area #7:</b> R3 (Medium-Density Residential)	Beacon Place
South	<b>Location Area #8:</b> R3 (Medium-Density Residential)	Beacon Place

## **SUBJECT SITE**

The subject site is a vacant wooded 14.05 acre lot, adjacent to the already established Beacon Place multifamily subdivision. The property historically consisted of two lots which were combined for the purpose of redevelopment. The original proposal for this site was for a single-family detached development. However, due to the significant wetlands that were found on the property during preliminary land development, the plan was changed to the proposed townhomes.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Potential Annexation” area, which currently seeks to have a mixed-use developmental pattern if possible, specifically high-density housing types such as multi-family, townhomes, and apartments.

## **ENVIRONMENTAL SITE ANALYSIS**

The subject property contains significant wetlands on the northeastern edge of the property. Any potential issues will be brought forth and discussed during standard permitting and review procedures. Approval through the Corps of Engineers would be mandatory for the development of this property for any wetland disturbances.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property is not currently served by City water or Sewer. Due to the proximity of the property, there would not be significant extension required for utility services on this location.

## **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 of a lower density than the adjacent property. **The surrounding lots are zoned R3 (Medium-Density Residential), and R25 (County Residential)**, and are currently occupied by a mix of single-family homes, vacant land, and a multi-family subdivision.
- 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 than currently serving. Due to the lack of proposed disturbance to the wetlands, the primary impact to the property would be on land that is mostly cleared.
- 4. The relative gain to the public, as compared to the hardship imposed upon the property owner.**

- The site has not been developed at this time, and serves no general use for the public beyond vacant land to the side of the trail. The development would serve the public by increasing the stock of housing options within the City limits.
- 5. The suitability of the subject property for the zoned purposes.**
- Initial evaluation of the property appears to make this property suitable for the requested use.
- 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 not been developed since acquisition of the property by the applicant in 2008. Surrounding development has been primarily residential in nature after annexation into the City.
- 7. The extent the proposed change would impact the following:**
- Population density in the area.
    - Population density would increase as the development would add 48 dwelling units.
  - Community facilities.
    - The development would increase the use on utilities at a slightly higher usage than if the property were developed in a single-family manner.
  - Living conditions in the area.
    - The additional residential units should increase the living conditions in the area.
  - Traffic patterns and congestion.
    - There would be an increase in traffic commensurate with the amount of units added. This traffic increase is along the lines of the projected increase in the annexation granted to the property.
  - Environmental aspects.
    - There are significant wetlands on the northeastern side of the property. These will not be disturbed in the development of this project.
  - Existing and future land use patterns.
    - There is a general residential development pattern in the area. This would be in alignment with that development type.
  - 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.**
- The proposed commercial use of the property is consistent with the overall developmental design of the potential annexation area, and does meet the community desire to increase the housing stock within the City. As there is no implementation strategy in place for these developments, care should be taken to ensure that development matches the overall development pattern of the surrounding parcels.

**Subject Property**



**Subject Property**



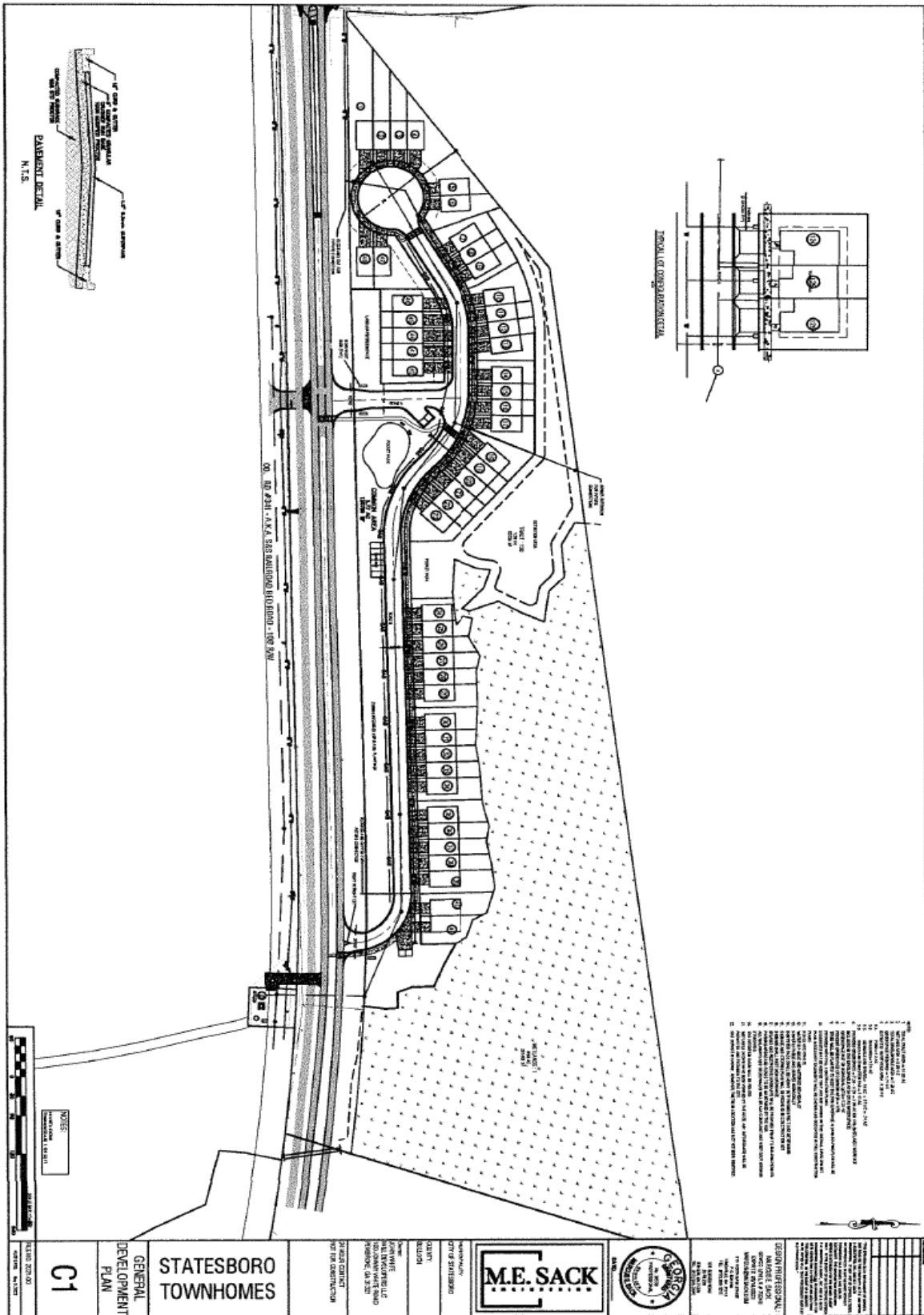
**Southern Property**



**Southern Property**



# Proposed Development



## **STAFF/PLANNING COMMISSION RECOMMENDATION**

Staff recommends **Approval of RZ 22-05-04**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Annexation & 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 on any proposed lot, a subdivision plat as well as the by-laws and restrictive covenants shall be reviewed and approved by staff in addition to any other applicable City of Statesboro Subdivision Regulations.
- (3) The applicant must install a landscape buffer on S&S Railroad Bed Road of Elaeagnus pungens (Silverthorn) to complement the existing screening on the adjacent developments on the street.

At the regularly scheduled meeting of the Planning Commission on June 7, 2022, the Commission recommended approval of the Zoning Map Amendment and conditions with a 3-0 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:** 06-13-2022

**RE:** June 21, 2022 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 2022-22

RESOLUTION 2022-22: 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 21, 2022;

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 21<sup>st</sup> day of June, 2022

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, 2022

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 2022. The amendment is to budget for revenues received throughout the year not anticipated such as the ARPA Grant, First Responders Grant in the General Fund, First Responders Grant and FEMA Reimbursement in the Fire Service Fund, and LMIG GDOT Grant in the 2018 TSPLOST Fund and LMIG GDOT in the LMIG South Main Street 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 2022-23: A RESOLUTION TO ADOPT THE SECOND AMENDMENT TO THE FISCAL YEAR 2022 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 Second 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 2022;

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 2022 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 21st day of June, 2022.

CITY OF STATESBORO, GEORGIA

---

By: Jonathan M. McCollar, Mayor

---

Attest: Leah Harden, City Clerk

## ATTACHMENT #1

### FY 2022 SECOND BUDGET AMENDMENT

#### 100 General Fund:

- Increase in Real Property – Current Year Revenues by \$181,910.
- Increase in Title Ad Valorem Tax Revenue by \$50,000.
- Increase in Real Estate Transfer Tax Revenue by \$130,000.
- Increase in Franchise Fee – Georgia Power Revenue by \$47,890.
- Increase in Insurance Premium Taxes Revenue by \$50,000.
- Increase in Inspection Fee Revenues by \$10,000
- Increase in Building Permit Fee Revenues by \$75,000.
- Increase in First Responder Supplement Grant by \$82,890.
- Increase in Finance Department for Small Business Relief by \$30,215.
- Increase in Finance Department for Bank Charges by \$15,000.
- Increase in Legal Department for Regular Employees by \$4,000.
- Increase in Governmental Buildings for Regular Employees by \$5,300.
- Increase in Governmental Buildings for Contract/Labor Services by \$25,000.
- Increase in Governmental Buildings for Repairs & Maintenance Bldg/Grounds by \$15,000.
- Increase in Governmental Buildings for Supplies by \$8,000.
- Decrease in Police Support Services for Regular Employees by \$75,000.
- Increase in Police Patrol Division Expenditures for Regular Employees by \$50,000.
- Increase in Police Patrol Division Expenditures for Retirement Contributions by \$30,000.
- Increase in Police Patrol Division Expenditures for Gasoline by \$30,000
- Increase in Public Works Department Expenditures for Regular Employees by \$70,000.
- Increase in Public Works Department Expenditures for Repairs and Maintenance Buildings by \$75,000.
- Increase in Streets Department Expenditures for Regular Employees by \$30,000.
- Increase in Streets Department Expenditures for Contract Labor by \$140,000.
- Increase in Streets Department Expenditures for Gasoline/Diesel by \$20,000.
- Increase in Parks Department Expenditures for Contract Labor by \$15,000.
- Increase in Parks Department Expenditures for Community Garden by \$15,000.
- Decrease in Protective Inspections Division Expenditures for Regular Employees by \$15,000.
- Increase in Planning Department Expenditures for Regular Employees by \$11,000.
- Increase in Planning Department Expenditures for Contract Labor by \$12,000.
- Increase in Code Enforcement Expenditures for Contract Labor by \$14,000.
- Increase in Transfer to Capital Improvement Fund by \$28,500.
- Increase in Transfer to Health Insurance Fund by \$101,745.

**Net effect on Fund is: Decrease in Fund Balance by \$27,070.**

**210 Confiscated Assets Fund:**

- Increase in Transfer to US DOJ Fund by 615.

**Net effect on Fund is: Decrease in Fund Balance by \$615.**

**224 US Department of Justice Grant:**

- Increase in Fines and Forfeitures Revenue by \$39,000.
- Increase in Transfer from Confiscated Asset Fund Revenues by \$615.00.
- Increase in Police Expenditures for Education and Training by \$5,215.
- Increase in Police Expenditures for Small Tools and Equipment by \$25,930.
- Increase in Police Expenditures for Vehicle and Conversion by \$9,120.
- Increase in Police Expenditure for Computers by \$1,525.
- Increase in Police Expenditures for Miscellaneous by \$10,985.

**Net effect on Fund is: Decrease in Fund Balance by 13,160.**

**230 ARPA Grant Fund:**

- Increase in Local Fiscal Recovery Funds Revenue by \$6,153,110.
- Increase in Interest Revenue by \$800.
- Increase in Sewer Expenditures Foxlake Subdivision Improvements by \$25,000.
- Increase in Planning and Zoning Expenditures for Contract Labor by \$150,000.

**Net effect on Fund is: Increase in Fund Balance by 5,978,910.**

**250 Multiple Grants Fund:**

- Increase in CJCC Grant K75 Revenues by \$160,000.
- Increase in Police Expenditures for CJCC Grant K75 by \$160,000.
- Increase in CJCC Grant K76 Revenues by \$116,640.
- Increase in Police Expenditures for CJCC Grant K76 Equipment by 116,640.
- Increase in Bureau of Justice BVP Grant Revenues by \$3,055.
- Increase in Police Expenditures for BVP by \$3,055.
- Increase in Naloxone Grant Revenues by \$19,500.
- Increase in Police Expenditures for Naloxone Grant by 19,500.
- Increase in BJA Edward Byrne Memorial Grant Revenues by \$9,640.
- Increase in Police Expenditures for Edward Byrne Memorial Grant by \$9,640.
- Increase in KAB Grant Revenues by \$3,501.
- Increase in Planning Expenditures for KAB Expenditures by \$3,501.

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

**270 Statesboro Fire Service Fund:**

- Increase in Plan Review Fees Revenue by \$500.
- Increase in First Responder Supplement Grant Revenue by \$45,210.
- Increase in FEMA Reimbursement Revenue by \$36,000.
- Increase in Expenditures for Contract Labor by \$62,000.
- Increase in Expenditures for Protective Clothing by \$25,000.
- Increase in Transfer to Health by \$28,845.

**Net effect on Fund is: Decrease in Fund Balance by \$34,135.**

**272 Old Register TAD Fund:**

- Increase in Contributions from Developer Revenues by \$85,850.

**Net effect on Fund is: Increase in Fund Balance by \$85,850.**

**275 Hotel/Motel Fund:**

- Increase in Hotel/Motel Taxes by 275,000.
- Increase in Expenditures for Payment to Other Agencies – SCVB by \$137,500.
- Increase in Expenditures for Payment to Other Agencies – DSDA by \$54,725
- Increase in Expenditures for Payment to Other Agencies – SAC by \$69,025
- Increase in Expenditures for Payment to Other Agencies – SCVB by \$13,750

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

**323 2013 SPLOST Fund:**

- Increase in Expenditures for Fire Small Tools and Equipment by \$16,000.
- Increase in Expenditures for WWD-14 Upgrade Sewer Edgewood by \$65,000.
- Increase in Expenditures for NGD-58 CNG Station by \$25,100.

**Net effect on Fund is: Decrease in Fund Balance by \$106,100.**

**324 2018 TSPLOST Fund:**

- Increase in Revenues for LMIG Grant GDOT Traffic Projects by \$325,000.
- Increase in Revenues for Payment from GSU by \$170,300.
- Increase in Revenues for Interest Income by \$1,500.

**Net effect on Fund is: Increase in Fund Balance by \$496,800.**

**325 2019 SPLOST Fund:**

- Increase in Revenues for Intergovernmental Revenue Bulloch County by \$400,000.
- Increase in Revenues for Interest Income by \$1,500.
- Increase in Expenditures for PD-1 Police Vehicles and Conversion by \$362,605.
- Increase in Expenditures for FD-73 Engine Replacement by \$442,210.

**Net effect on Fund is: Decrease in Fund Balance by \$403,315.**

**345 LMIG South Main Street Fund:**

- Increase in Revenues for GDOT Grants Traffic Projects by \$1,193,000.
- Increase in Expenditures South Main St Phase 1 by \$800,000.

**Net effect on Fund is: Increase in Fund Balance by \$393,000.**

**350 Capital Improvements Program Fund:**

- Increase in Revenues for Transfer In from General Fund by \$28,500.
- Increase in Expenditures for Engineering for Utility Vehicle by \$24,800.
- Increase in Expenditures for Art Park by \$28,500

**Net effect on Fund is: Decrease in Fund Balance by \$24,800.**



#### **505 Water and Sewer Fund:**

- Increase in Inside Residential Water Revenue by \$100,000.
- Increase in Outside Commercial Revenue by \$90,000.
- Increase in Inside Residential Sewer by \$100,000.
- Increase in Waste Water Expense for Repairs and Maintenance Buildings by \$40,000.
- Increase in Waste Water Expense for Solid Waste Disposal Fees by \$150,000.
- Increase in Expense for Transfer to Health Insurance Fund by \$36,185.

**Net effect on Fund is: Increase in Cash of \$63,815.**

#### **507 StormWater Fund:**

- Increase in Expenses for Transfer to Health Insurance Fund by \$5,630.

**Net effect on Fund is: Decrease in Cash of \$5,630.**

#### **515 Natural Gas Fund:**

- Increase in Revenues for Commercial NG by \$520,000.
- Increase in Revenues for Interruptible NG by 300,000.
- Increase in Revenues for MGAG Portfolio Refund by \$30,000.
- Increase in Expense for Natural Gas Purchased by \$900,000
- Increase in Expense for Transfer to Health Insurance Fund by \$5,630.

**Net effect on Fund is: Decrease in Cash of \$55,630.**

#### **541 Solid Waste Collection Fund:**

- Increase in Residential Refuse Collection Revenues by \$75,000.
- Increase in Commercial Dumpster Revenue by \$145,000.
- Increase in Residential Dumpster Revenue by \$150,000.
- Increase in Sale of Scrap by \$10,000.
- Increase in Sale of Assets by \$16,000.
- Increase in Expense for Transfer to Health Insurance Fund by \$9,505.
- Increase in Expense for Indirect Cost Allocation by \$148,465.

#### **Commercial Division**

- Increase in Expenses for Regular Employees by \$12,000.
- Increase in Expenses for Overtime by \$15,000.
- Increase in Expenses for R & M Vehicle Parts by \$25,000.
- Increase in Expenses for R & M Labor by \$40,000.
- Increase in Expenses for Other Equipment by \$65,000.

#### **Residential Division**

- Increase in Expenses for Other Equipment by \$20,000.

#### **Rolloff Division**

- Increase in Expenses for Regular Employees by \$4,000.
- Increase in Expenses for R & M Labor by 15,000.

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#### **Yardwaste Division**

- Increase in Expenses for R & M Vehicle Parts by \$16,000.
- Increase in Expenses for Gasoline/Diesel by \$15,000.

**Net effect on Fund is: Increase in Cash of \$11,030.**

#### **542 Solid Waste Disposal Fund:**

- Increase in Gov't Agency Tipping Fees by \$100,000.
- Increase in Expenses for Other Service -25% Reduction by \$10,000.
- Increase in Expenses for Gasoline/Diesel by 15,000.
- Increase in Expenses for Transportation Fees by 15,000.
- Increase in Expenses for Transfer to Health Insurance Fund by \$5,170.
- Increase in Expense for Indirect Cost Allocation by \$38,180.

**Net effect on Fund is: Increase in Cash of \$16,650.**

#### **601 Health Insurance Fund:**

- Increase in Transfer in from General Fund by \$101,745.
- Increase in Transfer in from Fire Fund by \$28,845.
- Increase in Transfer in from Central Services Fund by \$3,415.
- Increase in Transfer in from Natural Gas Fund by \$5,630.
- Increase in Transfer in from Water and Sewer Fund by \$36,185.
- Increase in Transfer in from Solid Waste Disposal Fund by \$5,170.
- Increase in Transfer in from Solid Waste Collection Fund by \$9,505.
- Increase in Transfer in from Stormwater Fund by \$5,630.
- Increase in Transfer in from Fleet Fund by \$3,875.
- Increase in Health Insurance Claims by \$200,000.

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

#### **602 Fleet Management Fund:**

- Increase in Sublet Revenue by \$25,000.
- Increase in Sale of Assets by \$3,120.
- Increase in Expenses for R & M Building and Grounds by 7,000.
- Increase in Expenses for Other Services by \$25,000.
- Increase in Expenses for Transfer to Health Insurance Fund by \$3,875.

**Net effect on Fund is: Decrease in Cash of \$7,755.**

#### **604 Wellness Fund:**

- Increase in Expenses for Other Equipment by \$5,500.

**Net effect on Fund is: Decrease in Fund Balance by \$5,500.**

#### **605 Central Service Fund:**

- Increase in Expenses for Transfer to Health Insurance Fund by \$3,415.

**Net effect on Fund is: Decrease in Cash of \$3,415.**

# 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, 2022

**RE:** Adoption of FY2023 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 11<sup>th</sup> Council Retreat and the operating budget at the May 10<sup>th</sup> budget work sessions.

**Budget Impact:** \$ 87,200,968 (including transfers)

**Council Person and District:** All

**Attachments:** N/A

**RESOLUTION 2022-24: A RESOLUTION TO ADOPT 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 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 2023 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 2023 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 2023 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 2023, which begins July 1, 2022 and ends June 30, 2023.

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

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

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 2023 shown in this budget, as amended, is hereby formally adopted as the City's Pay Plan effective on July 1, 2022, 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 2023 - FY 2028. 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 21st day of June, 2022.

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, 2022

**RE:** Adoption of FY2023 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.

**Budget Impact:** N/A

**Council Person and District:** All

**Attachments:** Resolution and Proposed FY 2023 Schedule of Rates, Fees & Fines

RESOLUTION 2022-25: 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 21st day of June, 2022 as follows:

Section 1. That the document entitled “City of Statesboro Schedule of Fees, Rates and Fines for FY2023”, 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, 2022.

Adopted this 21st day of June, 2022.

City of Statesboro, Georgia

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Jonathan McCollar, Mayor

---

Leah Harden, City Clerk

# CITY OF STATESBORO, GEORGIA

## Schedule of Rates, Fees, and Fines

Fiscal Year Ending

June 30, 2023





# FY2023 Schedule of Fees, Rates and Fines

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## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (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	> 13 Years
101 to 200 AMP main switch	City Ordinance Sec 1707	\$52.50	\$52.50	> 13 Years
201 to 400 AMP main switch	City Ordinance Sec 1707	\$84.00	\$84.00	> 13 Years
401 to 600 AMP main switch	City Ordinance Sec 1707	\$115.50	\$115.50	> 13 Years
601 to 800 AMP main switch	City Ordinance Sec 1707	\$210.00	\$210.00	> 13 Years
801 to 1200 AMP main switch	City Ordinance Sec 1707	\$315.00	\$315.00	> 13 Years
2101 to 2000 AMP main switch	City Ordinance Sec 1707	\$472.50	\$472.50	> 13 Years
2001 to 4000 AMP main switch	City Ordinance Sec 1707	\$1,050.00	\$1,050.00	> 13 Years
* One permit charge.		\$35.00	\$35.00	> 13 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	> 13 Years
Minimum Inspection Fee	City Ordinance Sec 1707	\$35.00	\$35.00	> 13 Years
<b>HVAC Permits:</b>				
HVAC permit per ton up to 49,999 BTU heating	City Ordinance Sec 1707	\$9.00	\$9.00	> 13 Years
HVAC permit per ton (condensing unit) charge per 50,000 to 100,000 BTU	City Ordinance Sec 1707	\$20.00	\$20.00	> 13 Years
Permit per ton for every additional 100,000 BTU charge	City Ordinance Sec 1707	\$20.00	\$20.00	> 13 Years
Minimum Inspection Fee	City Ordinance Sec 1707	\$35.00	\$35.00	> 13 Years
<b>Protective Inspections:</b>				
First Inspection	City Ordinance Sec 1707	\$35.00	\$35.00	> 13 Years
Second Inspection	City Ordinance Sec 1707	\$50.00	\$50.00	> 13 Years
Third Inspection	City Ordinance Sec 1707	\$75.00	\$75.00	> 13 Years
Fourth Inspection and Subsequent Inspections	City Ordinance Sec 1707	\$100.00	\$100.00	> 13 Years
<b>Building Permits: *</b>				
	* This fee does not include fees for required inspections and plan review.			
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.			> 13 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.			> 13 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.			> 13 Years
\$500,000 and up	\$2,229.00 for the first \$500,000.00 plus \$3.00 for each additional thousand or fraction thereof.			> 13 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	> 13 Years
Moving Permit Per Structure	City Ordinance Apen. A Sec 1707	\$100.00	\$100.00	> 13 Years
<b>Zoning Fee Schedule:</b>				
Administrative Variance	City Ordinance Apen. A Sec 1707	\$50.00	\$50.00	Nov 2011
Annexation*				



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
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.				
<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



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
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.			

### Miscellaneous:

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		June 16, 2009
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:

Right of Way Encroachment & Street Excavation Permit	City Ordinance Sec 1707	\$35.00	\$35.00	> 13 Years
Land Disturbing Activity Permit per Acre**	City Ordinance Sec 38-105 ( c )	\$40.00	\$40.00	> 13 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	> 11 Years
2 Grave Lot	City Ordinance Sec 26-7	\$2,000.00	\$2,000.00	> 11 Years
				** No application fee

#### City Bus Transit System:

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



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
<b>City Clerk's Department</b>				
Alcohol License Application Fee:	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 ( 1 )	\$200.00	\$200.00	July 1, 2015
Applications filed after Nov 16 but before Dec 1	City Ordinance Sec 6-5 ( 1 )	\$300.00	\$300.00	July 1, 2015
Applications filed after Dec 1* Percent applied	City Ordinance Sec 6-5 ( 1 )			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	> 13 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	> 13 Years
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



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
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	> 12 Years
Violation of Businesses who Fail or Refuse To Pay Occupation Tax	City Ordinance Sec 18-114 (d)	\$500.00	\$500.00	> 12 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	11 Years
Election Qualifying Fee for Mayor and Council Members	State Regulations	3% of Salary	3% of Salary	11 Years
Property Tax Penalty	State Regulations	.542% until Paid*	.542% until Paid*	11 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	> 12 Years
Wrecker and Towing -No Agreement for Systematic Surveillance of Property for Towing	City Ordinance Sec. 18-238	\$1,000.00	\$1,000.00	> 12 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	> 12 Years
Second Offense	City Ordinance Sec. 18-273 (a) (2)	\$750.00	\$750.00	> 12 Years
Third Offense	City Ordinance Sec. 18-273 (a) (3)	\$1,000.00	\$1,000.00	> 12 Years
More than Three Offenses	City Ordinance Sec. 18-273 (c)	\$1,000.00	\$1,000.00	> 12 Years
Message 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	> 12 Years
Adult Entertainment Establishments Application Renewal Fee	City Ordinance Sec. 18-187	\$500.00	\$500.00	> 12 Years
Adult Entertainment Establishments Change of Name/Location Fee	City Ordinance Sec. 18-189	\$500.00	\$500.00	> 12 Years
Adult Entertainment Establishments Business License Violation Fee	City Ordinance Sec. 18-197	\$1,000.00	\$1,000.00	> 12 Years
Adult Entertainment Establishments Administrative Fee For Change of Location	City Ordinance Sec. 18-201	\$15.00	\$15.00	> 12 Years
Insurance Companies License Fees	City Ordinance Sec. 18-31	\$100.00	\$100.00	> 10 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	9 years



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2022 (Adopted)</u>	<u>FY 2023 (Proposed)</u>	<u>Last Known Increase</u>
Expungement Request	O.C.G.A. 35-3-37	\$25.00 each	\$25.00 each	9 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
<b>Open Records Costs per Open Records Act: Conducted by Open Records Clerk at City Hall</b>				
Hours to search retrieve and review				
First 15 minutes	State Regulations	no charge	no charge	10 Years
Total hours of preparation*	State Regulations	x \$13.62 = Amount	x \$13.62 = Amount	10 Years
Total hours of copying documents*				
Total number of Pages**	State Regulations	Hrly pay rate of qualified employee	Hrly pay rate of qualified employee	10 Years
Other Costs that may apply	State Regulations	x \$0.10 = Amount	x \$0.10 = Amount	10 Years
Number of copies of audio tapes (CD-ROM)	State Regulations	x \$.35 = Amount	x \$.35 = Amount	10 Years
Number of copies of video tapes	State Regulations	x \$.35 = Amount	x \$.35 = Amount	10 Years
Number of copies of photographs	State Regulations	x \$.10 = Amount	x \$.10 = Amount	10 Years
Number of CD-ROM's with digital photographs	State Regulations	x \$.35 = Amount	x \$.35 = Amount	10 Years
Other Agency Costs (specify in detail)	State Regulations	+ (Actual Costs)	+ (Actual Costs)	10 Years
Postage	State Regulations	+ (Actual Costs)	+ (Actual Costs)	10 Years
Discovery Request Cost Worksheet				
Number of Case Files	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	10 Years
Number of copies of audio CD's	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	10 Years
Number of copies of photograph CD's	State Regulations	x \$5.00 = Amount	x \$5.00 = Amount	10 Years
Number of copies of video DVD	State Regulations	x \$25.00 = Amount	x \$25.00 = Amount	10 Years
Postage	State Regulations	+ Actual cost	+ Actual cost	10 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.			

### Finance Department

<u>Finance Fees:</u>			
2% Convenience Fee	2%	2%	July 1, 2016

### Statesboro Fire Department

<u>Fire Prevention:</u>	<u>Plan Review</u>			
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



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
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				
<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
Forth 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





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
<b>Fire Sprinkler Systems Fees</b>				
<b>Residential, Commercial And Industrial Monthly Fee for inside Fire Service District:</b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-62	\$12.50	\$12.50	July 1, 2015
<b>Residential, Commercial And Industrial Monthly Fee for outside Fire Service District:</b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-65	\$21.50	\$21.50	July 1, 2015
<b>Governmental Monthly Fee for inside Fire Service District:</b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-62	\$25.00	\$25.00	July 1, 2015
<b>Governmental Monthly Fee for outside Fire Service District:</b>				
Fire Service Supply Line per inch of line diameter	City Ordinance Sec 82-65	\$35.00	\$35.00	July 1, 2015
<p>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 news to review them. The two departments work together to set the rate.</p>				
<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
<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 an 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
Hazardous Material Responders				
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



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
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.	10 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 To include Statesboro Fire Department response and any other agencies that assist with the response				Dec 06, 2016
<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 To include Statesboro Fire Department response and any other agencies that assist with the response				Dec 06, 2016
<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 To include Statesboro Fire Department response and any other agencies that assist with the response				Dec 06, 2016
<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
<b>Public Information and Records Requests</b>				
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.				
<b>Returned Check Fee: \$35.00</b>				
<b>Late Payment Fee: 1½ % per 30 days</b>				
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	> 14 years

### Natural Gas Fund

Tap Fees:				
Residential and Small Commercial: Tap fees are \$150.00 and can be reduced based upon appliance usage: \$50.00 reduction per appliance and \$150.00 for Water Heaters. Tap fees include 100 feet of service line and standard meter set.				
Additional Service line	City Ordinance Sec 82-34	\$3.00 per foot	\$3.00 per foot	> 10 Years
Additional boring	City Ordinance Sec 82-34	\$10.00 per foot	\$10.00 per foot	> 10 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) Customer pays all cost above 3 year payback or \$150.00 which ever is greater.				> 10 Years
Example:	Cost of installation is \$5000.00 Estimated volumes for 3 years x \$2.00 per unit is (2000 x \$2.00) = \$4000.			



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase	
Customer would pay: \$1000.					
<b>Deposits &amp; AEC Fees:</b>					
Residential Standard Deposit	City Ordinance Sec 82-34	\$85.00	\$85.00	> 10 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					
<b>Service Fees:</b>					
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).					
<b>Base Charges:</b>					
Residential	City Ordinance Sec 82-34	\$6.00	\$6.00	> 10 Years	
Small Commercial	City Ordinance Sec 82-34	\$10.00	\$10.00	> 10 Years	
Large Government	City Ordinance Sec 82-34	\$25.00	\$25.00	> 10 Years	
Poultry Grower	City Ordinance Sec 82-34	\$25.00	\$25.00	> 10 Years	
Commercial HLF	City Ordinance Sec 82-34	\$25.00	\$25.00	> 10 Years	
Interruptible and GSU	City Ordinance Sec 82-34	\$250.00	\$250.00	> 10 Years	
<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)	> 10 Years
LLF Commercial	\$5.00 floor	City Ordinance Sec 82-34	\$4.00 (mcf)	\$4.00 (mcf)	> 10 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)	> 10 Years
Poultry Grower	No floor**	City Ordinance Sec 82-34	\$3.50 (mcf)	\$3.50 (mcf)	> 10 Years
Interruptible 1st 2,000 mcf tier rate		City Ordinance Sec 82-34	\$1.10 (mcf)	\$1.10 (mcf)	> 10 Years
Interruptible next 8,000 mcf tier rate		City Ordinance Sec 82-34	\$.58 (mcf)	\$.58 (mcf)	> 10 Years
Interruptible next 10,000 mcf tier rate		City Ordinance Sec 82-34	\$.46 (mcf)	\$.46 (mcf)	> 10 Years
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	\$55.00 per hour	> 10 Years
Backhoe and Operator		City Ordinance Sec 82-34	\$65.00 per hour	\$65.00 per hour	> 10 Years
Supervisor and Truck		City Ordinance Sec 82-34	\$35.00 per hour	\$35.00 per hour	> 10 Years
Laborer		City Ordinance Sec 82-34	\$16.00 per hour	\$16.00 per hour	> 10 Years
Customer Assistance Program Rebates:					
Gas Advantage Rebate must include Gas heat, hot water and third appliance		City Ordinance Sec 82-34	\$600.00	\$600.00	> 10 Years
Tank type water heater (Can be a free 40 gal unit or a Rebate)		City Ordinance Sec 82-34	\$300.00	\$300.00	> 10 Years
Tankless water heater rebate		City Ordinance Sec 82-34	\$400.00	\$400.00	> 10 Years



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
Gas Logs, Ranges, Dryers, Gas lights and Space heaters will each receive a rebate of:	City Ordinance Sec 82-34	\$50.00	\$50.00	> 10 Years
Gas central heating or Piping system connecting a group of heaters will receive a rebate of:	City Ordinance Sec 82-34	\$200.00	\$200.00	> 10 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	> 10 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	July 1, 2022
Ground Plot	15' x 30' City Policy		\$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	\$15.00 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	\$19.00 per month	July 1, 2017
<b>Residential Polycarts and Yard Waste:</b>				
Tippage	City Ordinance Sec 66-6	\$4.15	\$4.15	July 1, 2012
Sanitation	City Ordinance Sec 66-6	\$13.10	\$13.10	July 1, 2017
Yard Waste	City Ordinance Sec 66-6	\$1.75	\$1.75	July 1, 2012
Sanitation Deposit	City Ordinance Sec 66-7	\$35.00	\$35.00	July 2, 2012
<b>Commercial Polycarts:</b>				
Tippage	City Ordinance Sec 66-6	\$4.15	\$4.15	July 1, 2012
Sanitation	City Ordinance Sec 66-6	\$16.10	\$16.10	July 1, 2017
Yard Waste	City Ordinance Sec 66-6	\$1.75	\$1.75	July 1, 2012
<b>Polycarts Replacement:</b>				
Residential Polycarts	City Ordinance Sec 66-6	\$70.00 each	\$70.00 each	July 1, 2017
Commercial Polycarts	City Ordinance Sec 66-6	\$70.00 each	\$70.00 each	July 1, 2017



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
<b>Commercial Dumpster:</b>				
Dumpster 2 yard				
1 pickup per week	City Ordinance Sec 66-6	\$26.50	\$26.50	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$53.00	\$53.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$79.50	\$79.50	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$106.00	\$106.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$132.50	\$132.50	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$159.00	\$159.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$26.50	\$26.50	July 1, 2017
Dumpster 4 yard				
1 pickup per week	City Ordinance Sec 66-6	\$53.00	\$53.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$106.00	\$106.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$159.00	\$159.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$212.00	\$212.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$265.00	\$265.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$318.00	\$318.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$53.00	\$53.00	July 1, 2017
Dumpster 6 yard				
1 pickup per week	City Ordinance Sec 66-6	\$79.50	\$79.50	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$159.00	\$159.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$238.50	\$238.50	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$318.00	\$318.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$397.50	\$397.50	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$477.00	\$477.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$79.50	\$79.50	July 1, 2017
Dumpster 8 yard				
1 pickup per week	City Ordinance Sec 66-6	\$106.00	\$106.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$212.00	\$212.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$318.00	\$318.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$424.00	\$424.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$530.00	\$530.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$636.00	\$636.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$106.00	\$106.00	July 1, 2017
<b>Compactor Dumpster Monthly Fee:</b>				
Dumpster 2 yard				
1 pickup per week	City Ordinance Sec 66-6	\$40.00	\$40.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$80.00	\$80.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$120.00	\$120.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$160.00	\$160.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$200.00	\$200.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$240.00	\$240.00	July 1, 2017



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2022 (Adopted)</u>	<u>FY 2023 (Proposed)</u>	<u>Last Known Increase</u>
Extra pickup fee	City Ordinance Sec 66-6	\$40.00	\$40.00	July 1, 2017
Dumpster 4 yard				
1 pickup per week	City Ordinance Sec 66-6	\$80.00	\$80.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$160.00	\$160.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$240.00	\$240.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$320.00	\$320.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$400.00	\$400.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$480.00	\$480.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$80.00	\$80.00	July 1, 2017
Dumpster 6 yard				
1 pickup per week	City Ordinance Sec 66-6	\$120.00	\$120.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$240.00	\$240.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$360.00	\$360.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$480.00	\$480.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$600.00	\$600.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$720.00	\$720.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$120.00	\$120.00	July 1, 2017
Dumpster 8 yard				
1 pickup per week	City Ordinance Sec 66-6	\$160.00	\$160.00	July 1, 2017
2 pickups per week	City Ordinance Sec 66-6	\$320.00	\$320.00	July 1, 2017
3 pickups per week	City Ordinance Sec 66-6	\$480.00	\$480.00	July 1, 2017
4 pickups per week	City Ordinance Sec 66-6	\$640.00	\$640.00	July 1, 2017
5 pickups per week	City Ordinance Sec 66-6	\$800.00	\$800.00	July 1, 2017
6 pickups per week	City Ordinance Sec 66-6	\$960.00	\$960.00	July 1, 2017
Extra pickup fee	City Ordinance Sec 66-6	\$160.00	\$160.00	July 1, 2017
<b><u>Compactor Dumpster Equipment Lease</u></b>				
Equipment only monthly lease agreement (60 month minimum) + equipment set up		\$450.00	\$450.00	July 1, 2017
<b><u>Yard Waste Fee:</u></b>				
Leaf, Limbs and yard trimmings      Monthly Fees Added to Bill	City Ordinance Sec 66-6	\$1.75	\$1.75	July 1, 2012
<b><u>Special Pickups:</u></b>				
Tippage Fee (per ton)		\$50.00	\$50.00	July 1, 2017
One hour minimum charge + Tippage fee (variable) After 1 hr., rates assessed in 0.25 hr. intervals. Total varies.	City Ordinance Sec 66-6	\$95.00 hr. + Tippage	\$95.00 hr. + Tippage	July 1, 2017
<b><u>Roll-Off Collection:</u></b>				
Delivery and Collection trip plus Tippage fees incurred.	City Ordinance Sec 66-6			
Collection Pull Charge (each)		\$95.00	\$95.00	July 1, 2017
Tippage Fee (per ton)		\$50.00	\$50.00	July 1, 2017
Delivery Charge (each)		\$50.00	\$50.00	July 1, 2017
Relocation Charge (each)		\$50.00	\$50.00	July 1, 2017
Minimum monthly rental charge (if no collection pull charge is assessed)		\$95.00	\$95.00	July 1, 2017



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2022 (Adopted)</u>	<u>FY 2023 (Proposed)</u>	<u>Last Known Increase</u>
Rolloff collection charge +5 miles		\$130.00	\$130.00	July 1, 2021
Rolloff deliver charge +5 miles		\$65.00	\$65.00	July 1, 2021
<b><u>Roll-Off Compactor Collection:</u></b>				
Collection Pull Charge (each)	City Ordinance Sec 66-6	\$135.00	\$135.00	July 1, 2015
Tippage Fee (per ton)		\$50.00	\$50.00	July 1, 2017
Delivery Charge (each)		\$50.00	\$50.00	July 1, 2017
<b><u>Roll-Off Compactor Equipment Lease:</u></b>				
Equipment only monthly lease agreement (60 month minimum) plus equipment set up	City Ordinance Sec 66-6	\$650.00	\$650.00	July 1, 2015
<b><u>Fee Credits:</u></b>				
Elderly/Low Income Credit Monthly Fee Reduction To Bill	City Ordinance Sec 66-7	\$3.95	\$3.95	Aug 04, 2016

### Solid Waste Disposal Fund

<u>Waste Received:</u>				
Household/Commercial Garbage and Construction/Demolition Material	City Ordinance Sec 66-140	\$40.00 per ton	\$40.00 per ton	July 1, 2012
Yard Waste & Inert Material	City Ordinance Sec 66-140	\$22.50 per ton	\$22.50 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	\$8.00 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	\$130.00 per ton	July 1, 2012

### Storm Water Fund

<b><u>Storm Water Fee:</u></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				

### **Reinforced Concrete Pipe Installed for Driveways:**

One and Two family residential driveways only.

Diameter	Class	Min. Length			
15"	III DOT Approved	8 feet	City Policy	\$27.00	\$27.00
18"	III DOT Approved	8 feet	City Policy	\$31.00	\$31.00
24"	III DOT Approved	8 feet	City Policy	\$42.00	\$42.00
30"	III DOT Approved	8 feet	City Policy	\$54.00	\$54.00
36"	III DOT Approved	8 feet	City Policy	\$68.00	\$68.00

### Water and Sewer Fund

#### Residential Customers

### **Water and Sewer for Inside City Limits:**

#### **Water:**



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$7.50	\$7.50	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	\$7.50	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.90	\$2.90	July 1, 2012
<b>Water only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$15.00	\$15.00	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	\$15.00	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.70	\$2.70	July 1, 2012
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.80	\$2.80	July 1, 2012
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$2.90	\$2.90	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	\$15.00	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
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	\$12.00	July 1, 2012
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	\$12.00	July 1, 2012
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>				





## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
<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)	\$24.00	\$24.00	July 1, 2012
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 Only:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$24.00	\$24.00	July 1, 2012
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 and Sewer Inside City Limits:</b>				
<b>Water:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$8.50	\$8.50	July 1, 2016
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	\$8.50	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.05	\$3.05	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.25	\$3.25	July 1, 2012
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$17.00	\$17.00	July 1, 2016
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	\$17.00	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.05	\$3.05	July 1, 2012
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.15	\$3.15	July 1, 2012
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$3.25	\$3.25	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	\$13.50	Sep 24, 2013
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:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-5 (b)	\$13.50	\$13.50	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.90	\$4.90	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.10	\$5.10	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.35	\$5.35	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-5 (b)	\$27.00	\$27.00	Sep 24, 2013
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	\$27.00	Sep 24, 2013
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$4.90	\$4.90	Sep 24, 2013
10-19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.10	\$5.10	Sep 24, 2013
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-5 (b)	\$5.35	\$5.35	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	\$15.00	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	\$15.00	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.40	\$5.40	Sep 24, 2013
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.80	\$5.80	Sep 24, 2013
<b>Water Only:</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
<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	\$5.40	Sep 24, 2013
10-49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.60	\$5.60	Sep 24, 2013
All over 49000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$5.80	\$5.80	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



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
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
<p>Note *Industrial Customers located within Gateway or Holland Industrial Park requires an Industrial Pretreatment Permit.</p>				
<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	\$12.00	Sep 24, 2013
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	\$12.00	Sep 24, 2013
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	\$24.00	Sep 24, 2013
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	\$24.00	Sep 24, 2013
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>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	\$12.75	July 1, 2016
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	\$12.75	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.60	\$4.60	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
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.85	\$4.85	Sep 24, 2013
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$25.50	\$25.50	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$3.90	\$3.90	Sep 24, 2013



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2022 (Adopted)</u>	<u>FY 2023 (Proposed)</u>	<u>Last Known Increase</u>
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	\$25.50	July 1, 2016
0-9000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.60	\$4.60	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
All over 19000 gallons per 1,000 gal	City Ordinance Sec 82-65:Sec 82-66	\$4.85	\$4.85	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	\$18.00	Sep 24, 2013
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:</b>				
Base Charge for sewer per month	City Ordinance Sec 82-65:Sec 82-66	\$18.00	\$18.00	Sep 24, 2013
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
<b>Water Only:</b>				
Base Charge for water per month	City Ordinance Sec 82-65:Sec 82-66	\$36.00	\$36.00	Sep 24, 2013
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	\$36.00	Sep 24, 2013
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
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.			
<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	\$55.00 per hour	> 10 Years



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

Fee Description:	Government Statute	FY 2022 (Adopted)	FY 2023 (Proposed)	Last Known Increase
Backhoe and Operator	City Ordinance Sec 82-34	\$65.00 per hour	\$65.00 per hour	> 10 Years
Supervisor and Truck	City Ordinance Sec 82-34	\$35.00 per hour	\$35.00 per hour	> 10 Years
Laborer	City Ordinance Sec 82-34	\$16.00 per hour	\$16.00 per hour	> 10 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
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



## City of Statesboro Schedule of Fees, Rates and Fines For FY 2023

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2022 (Adopted)</u>	<u>FY 2023 (Proposed)</u>	<u>Last Known Increase</u>
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
<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
<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
<b><u>Water Testing Fees:</u></b>				
All City of Statesboro Water Customers	City Ordinance Sec 82-113	N/A	N/A	> 14 Years
For all others	City Ordinance Sec 82-113	\$100.00	\$100.00	> 14 Years
<b>Water Service Fee:</b>	City Ordinance Sec 82-65;Sec 82-66	\$30.00	\$30.00	July 1, 2015
<b><u>Return Trip Service Fees:</u></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><u>Deposit &amp; AEC Charges:</u></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	> 10 Years



## *City of Statesboro Schedule of Fees, Rates and Fines For FY 2023*

<u>Fee Description:</u>	<u>Government Statute</u>	<u>FY 2022 (Adopted)</u>	<u>FY 2023 (Proposed)</u>	<u>Last Known Increase</u>
Irrigation Deposit	City Ordinance Sec 82-70	\$85.00	\$85.00	> 10 Years
<u>Non Payment Collection Fee:</u>	City Ordinance Sec 82-70	\$75.00	\$75.00	July 1, 2015
<u>Return Check Fee</u>	City Ordinance Sec 82-70	\$35.00	\$35.00	> 10 Years
<u>5 Day Cleaning Turn On Fee plus consumption:</u>	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  
FINES LIST**

GA0160100

<b>Violation Code</b>	<b>Description</b>	<b>Total Fines</b>
10-37	TOO MANY DOGS	\$111.00
10-38	DOG AT LARGE - LOCAL ORDINANCE	\$162.00
10-40	NO PROOF OF RABIES	\$162.00
10-4(C)	FOWL RUNNING AT LARGE	\$111.00
105-6-31	BURNING WITHOUT A PERMIT (INT. FIRE CODE)	\$162.00
1502	PERMIT FOR SIGN	\$270.00
1509C TABLE 5	DIMENSION OF SIGNS	\$270.00
1513	EXISTING & NONCONFORMING SIGNS	\$270.00
16-13-2B	POSSESSION OF MARIJUANA LESS THAN 1 OZ.	\$1,098.00
16-13-30(J) misd.	POSSESSION OF MARIJUANA LESS THAN AN OUNCE	\$1,098.00
16-13-32.2	POSSESSION / USE OF DRUG RELATED OBJECT	\$530.00
16-7-43	LITTERING	\$185.00
16-8-14	THEFT BY SHOPLIFTING (MISDEMEANOR)-MANDI COURT	\$745.00
16-8-14 M	THEFT BY SHOPLIFTING (MISDEMEANOR) UNDER \$500.00	\$745.00
1603	REQUIREMENTS FOR RESIDENTIAL PARKING	\$95.00
1605	RESIDENTIAL PARKING - FRONT YARD(SINGLE & TWO FAMILY)	\$95.00
18-114(d)	OCCUPATIONAL TAXES - FAIL/REFUSE TO PAY	\$520.00
18-2	PEDDLING OR SOLICITING W/OUT LICENSE	\$162.00
18-240-10	TOWING VIOLATION	\$745.00
18-69a	REPORT TO POLICE BY PAWNHOPS	\$1,020.00
18-71b	HOLD PERIOD FOR PAWNSHOP; POLICE HOLDS	\$1,020.00
2007-11	TOWING ORDINANCE VIOLATION	\$1,350.00
2203.3	PARKING AND STORAGE OF CERTAIN VEHICLES IN RESIDENTIAL ZONES PROHIBITED-MANDI COURT	\$162.00
25-10-2	FIREWORKS PROHIBITED	\$745.00
3-25	NOISY DOG	\$111.00
3-3-23	ATTEMPT TO PURCHASE ALCOHOL UNDERAGE	\$745.00
3-3-23	SALE OF ALCOHOL TO PERSON UNDER 21	\$745.00
3-3-23	FURNISHING ALCOHOL TO PERSONS UNDER 21	\$745.00
3-3-23	PURCHASING ALCOHOL UNDER 21	\$745.00
3-3-23(A)(1)	FURNISHING ALCOHOLIC BEVERAGES TO PERSONS UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(2)	ATTEMPTING TO PURCHASE ALCOHOLIC BEVERAGE -UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(2) OPVEH	POSSESSION OF ALCOHOLIC BEVERAGE WHILE OPERATING VEHICLE-UNDER 21 YEARS OF AGE	\$605.00
3-3-23(A)(2) PUR	PURCHASING ALCOHOLIC BEVERAGE - UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(3)	MISREPRESENTING AGE TO OBTAIN ALCOHOLIC BEVERAGE-UNDER 21 YEARS OF AGE	\$745.00
3-3-23(A)(5)	MISREPRESENTING IDENTITY OR FALSE ID TO OBTAIN ALCOHOL-UNDER 21 YEARS OF AGE	\$745.00
3-3-23.1	CONTRIBUTING ALCOHOL TO PERSONS UNDER 21-MANDI COURT	\$745.00
3-3-23.1 (CON)	POSSESSION OF ALCOHOLIC BEVERAGE BY PERSONS UNDER AGE 21 BY CUNSUMPTION	\$605.00
3-3-23A2C	POSSESSION OF ALCOHOLIC BEVERAGE - UNDER 21 YEARS OF AGE-COURT MANDI	\$605.00
3-3-23A3	MISREPRESENTING AGE TO PURCHASE ALCOHOL	\$745.00
307	BURNING W/O A PERMIT (INT.FIRE CODE)	\$162.00
38-102	LOUD NOISE WHICH ANNOYS, DISTRUBS OR ENDANGERS OTHERS	\$162.00
38-103	NOISE ORDINANCE (VEHICLE/RESIDENCE) CITY CODE	\$162.00
38-26	NUISANCE DEFINED 38-26-(8)	\$70.00
38-43	DELAPIDATED BLDG - UNFITNESS	\$70.00
40-1-3	REQUIRING OR PERMITTING UNLAWFUL OPERATION OF A VEHICLE	\$745.00
40-13-2.1	REFUSAL TO SIGN CITATION(Georgia License Only)	\$162.00
40-2-20	REGISTRATION AND/OR LICENSE REQUIREMENTS	\$162.00
40-2-20	NO REGISTRATION / EXPIRED REGISTRATION	\$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	FAILURE TO REGISTER TITLE WITHIN 7 DAYS	\$162.00
40-2-38	IMPROPER USE OF DEALERSHIP LICENSE PLATE	\$162.00
40-2-41	TAG COVERS(TINT) OR OBSCURING TAG FRAMES PROHIBITED/IMPROPER DISPLAY OF LICENSE PLATE	\$162.00
40-2-41	NO TAG	\$162.00
40-2-41	IMPROPER DISPLAY OF LICENSE PLATE	\$162.00
40-2-42	ILLEGAL TRANSFER OF LICENSE PLATE /DECAL	\$162.00
40-2-5	USE OF LICENSE PLATE FOR PURPOSE OF CONCEALING OR MISREPRESENTING	\$162.00



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<b>Violation Code</b>	<b>Description</b>	<b>Total Fines</b>
40-2-6	IDENTITY OF VEHICLES ALTERATION OF LICENSE PLATES/OPERATION OF VEHICLE WITH ALTERED OR IMPROPERLY TRANSFERRED PLATE	\$162.00
40-2-6	IMPROPER TRANSFER OF LICENSE PLATE	\$162.00
40-2-7	REMOVING OR AFFIXING LICENSE PLATE WITH INTENT TO CONCEAL OR MISREPRESENT	\$162.00
40-2-8	EXPIRED TAG	\$162.00
40-2-8	OPERATING UNREGISTERED VEHICLE W/OUT CURRENT LICENSE PLATE OR DECAL	\$162.00
40-2-8	OPERATION OF UNREGISTERED VEHICLE OR VEHICLE WITHOUT CURRENT LICENSE PLATE, REVALIDATION DECAL, OF COUNTY DECAL	\$162.00
40-2-8	EXPIRED REGISTRATION/TAG	\$162.00
40-2-8 NEWRES	NEW RESIDENT MUST REGISTER IN GEORIGIA WITHIN 30 DAYS	\$162.00
40-2-8.1	OPERATION OF VEHICLE WITHOUT REVALIDATION DECAL ON LICENSE PLATE	\$162.00
40-2-90	OPERATION OF VEHICLE REGISTERED IN OTHER STATES	\$162.00
40-5-120	UNLAWFUL USE OF LICENSE OR IDENTIFICATION CARD	\$745.00
40-5-120(3)	POSSESSION OF FALSE OR FICTIOUS LICENSE OR ID-MANDI COURT	\$745.00
40-5-121 1ST	DRIVING WITH SUSPENDED OR REVOKED LICENSE 1ST OFFENSE 5 YEARS	\$745.00
40-5-121 2ND	DRIVING WHILE LICENSE SUSPENDED OR REVOKED 2ND OFFENSE 5 YEARS	\$1,395.00
40-5-121 3RD	DRIVING WITH SUSPENDED OR REVOKED LICENSE 3RD OFFENSE 5 YEARS	\$2,045.00
40-5-121 4TH	DRIVING WITH SUSPENDED OR REVOKED LICENSE 4TH OFFENSE 5 YEARS	\$2,695.00
40-5-121 5TH	SUSPENDED LICENSE 5TH OFFENSE	\$3,345.00
40-5-122	PERMITTING UNLICENSED PERSON TO DRIVE	\$162.00
40-5-123	PERMITTING UNATHORIZED MINOR TO DRIVE	\$162.00
40-5-125	POSSESSION, PROCUREMENT, OR USE OF FRAUDULENT DRIVER'S LICENSE OR IDENTIFICATION CARD	\$162.00
40-5-146	DRIVING A COMMERCIAL VEHICLE WITHOUT A VALID COMMERCIAL LICENSE	\$162.00
40-5-20	NEW RESIDENT TO OBTAIN GA LICENSE W/IN 30 DAYS	\$162.00
40-5-20 1ST	DRIVING ON EXPIRED LICENSE	\$162.00
40-5-20A	DRIVING W/O A VALID LICENSE (NO LICENSE)	\$745.00
40-5-20C	POSSESSION OF MORE THAN ONE VALID LICENSE	\$162.00
40-5-23	WRONG CLASS OF DRIVER'S LICENSE	\$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	DRIVING WITHOUT LICENSE ON PERSON	\$62.00
40-5-30	RESTRICTIONS OF LICENSE	\$162.00
40-5-30(C)	DRIVING IN VIOLATION OF LICENSE RESTRICTIONS	\$162.00
40-5-33	DRIVER MUST APPLY FOR A NEW LICENSE WITHIN 60 DAYS OF A CHANGE OF NAME OR A CHANGE OF ADDRESS	\$162.00
40-5-58(6)(A)(i)	VIOLATION OF HV PROBATIONARY LICENSE	\$745.00
40-5-58C	HABITUAL VIOLATOR-MANDI COURT	\$745.00
40-5-64	DRIVING IN VIOLATION OF CONDITIONS OF LIMITED PERMIT	\$162.00
40-5-67	DRIVING IN VIOLATION OF CONDITION OF PERMIT	\$162.00
40-5-75	SUSP. LICENSE FOR PERSON CONVICTED OF VGCSA	\$745.00
40-6-10	NO PROOF OF INSURANCE	\$745.00
40-6-10.1	FINANCIAL RESPONSIBILITY REQUIREMENTS OF THE FEDERAL MOTOR CARRIER SAFETY ADMIN	\$745.00
40-6-11	NO PROOF OF INSURANCE FOR MOTORCYCLE	\$745.00
40-6-120	IMPROPER TURN RIGHT OR LEFT	\$162.00
40-6-121	NO 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	IMPROPER STARTING OF PARKED VEHICLE	\$162.00
40-6-123	FAILURE TO SIGNAL WHEN TURNING OR CHANGING LANES	\$162.00
40-6-123(A)	IMPROPER LANE CHANGE	\$162.00
40-6-123(C)	IMPROPER STOPPING ON ROADWAY	\$162.00
40-6-124	FAILURE TO USE TURN SIGNALS BY HAND AND ARM OR SIGNAL LIGHTS	\$162.00
40-6-126	IMPROPER USE OF CENTER TURN LANE	\$162.00
40-6-14	EXCESSIVE VOLUME FROM RADIO IN MOTOR VEHICLE -1ST OFFENSE	\$162.00
40-6-14 2ND	EXCESSIVE VOLUME FROM RADIO WITHIN MOTOR VEHICLE - 2ND OFFENSE	\$278.00
40-6-14 3RD	EXCESSIVE VOLUME FROM RADIO WITHIN MOTOR VEHICLE-3RD OFFENSE	\$511.00

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<b>Violation Code</b>	<b>Description</b>	<b>Total Fines</b>
40-6-140	FAILURE TO STOP AT RAILROAD CROSSING SIGNAL	\$162.00
40-6-141	FAILURE TO STOP AT RAIL ROAD CROSSING	\$162.00
40-6-142	FAILURE TO STOP AT RAILROAD CROSSING SIGNAL(SCHOOL BUSES AND HAZARDOUS MATERIALS)	\$162.00
40-6-144	EMERGING FROM ALLEY, DRIVEWAY, OR BUILDING	\$162.00
40-6-15	KNOWINGLY DRIVING WHILE REGISTRATION SUSPENDED, CANCELED OR REVOKED	\$745.00
40-6-16	PASSING STATIONARY EMERGENCY VEHICLE (MOVE OVER LAW)	\$745.00
40-6-163	PASSING AN UNLOADING/LOADING SCHOOLBUS	\$745.00
40-6-163(A)	FAILURE TO STOP FOR SCHOOL BUS LOADING AND UNLOADING	\$745.00
40-6-180	TOO FAST FOR CONDITIONS	\$162.00
40-6-184	SPEED LESS THAN MINIMUM	\$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 AUTHORIZED PERSON DIRECTING TRAFFIC	\$162.00
40-6-20	FAILURE TO OBEY TRAFFIC CONTROL DEVICE	\$162.00
40-6-200	IMPROPER STOPPING	\$162.00
40-6-200A	IMPROPER PARKING	\$162.00
40-6-201	LEAVING VEHICLE UNATTENDED	\$162.00
40-6-202	STOPPING, STANDING, OR PARKING OUTSIDE OF BUSINESS OR RESIDENTIAL DISTRICTS	\$162.00
40-6-203(A)(2)(A)	IMPROPERLY PARKING IN FRONT OF A DRIVEWAY	\$162.00
40-6-205	OBSTRUCTING AN INTERSECTION	\$162.00
40-6-222	HANDICAPPED PARKING VIOLATION-PERMIT	\$190.00
40-6-226	HANDICAP PARKING VIOLATION/IMPROPER PARKING IN SPACE FOR PERSONS WITH DISABILITIES	\$190.00
40-6-240	IMPROPER BACKING	\$162.00
40-6-241	DRIVER TO EXERCISE DUE CARE	\$162.00
40-6-241.2	WRITING(TEXTING)/SENDING OR READING TEXT BASED COMMUNICATIONS WHILE OPERATING MOTOR VEHICLE	\$150.00
40-6-242	PASSENGER SHALL NOT INTERFERE WITH DRIVER'S VIEW/CONTROL	\$162.00
40-6-242(B)	PASSENGER SHALL NOT RIDE IN A POSITION OR COMMIT ANY ACT THAT INTERFERES WITH THE DRIVER'S VIEW/CONTROL	\$162.00
40-6-243	OPENING DOORS TO MOVING TRAFFIC	\$162.00
40-6-246	COASTING PROHIBITED	\$162.00
40-6-247	FOLLOWING EMERGENCY VEHICLE WITHIN 200'	\$745.00
40-6-248	DRIVING OVER A FIRE HOSE	\$745.00
40-6-249	LITTERING HIGHWAYS	\$185.00
40-6-25	DISPLAY OF UNAUTHORIZED SIGNS, SIGNALS, OR MARKINGS	\$162.00
40-6-250	WEARING DEVICE WHICH IMPAIRS HEARING OR VISION WHILE OPERATING A MOTOR VEHICLE	\$162.00
40-6-251	LAYING DRAG	\$745.00
40-6-252	PARKING, STANDING, OR DRIVING VEHICLE IN PRIVATE PARKING AREA AFTER BEING REQUESTED NOT TO DO SO	\$162.00
40-6-253	OPEN CONTAINER OF ALCOHOLIC BEVERAGE IN VEHICLE PASSENGER AREA	\$325.00
40-6-254	UNSECURE LOAD	\$162.00
40-6-255	DRIVING AWAY WITHOUT RENDERING PAYMENT FOR FUEL	\$745.00
40-6-26	INTERFERENCE WITH OFFICIAL TRAFFIC-CONTROL DEVICES	\$162.00
40-6-26(B)	DRIVING ON CLOSED ROADWAY	\$162.00
40-6-270	HIT AND RUN; DUTY OF DRIVER TO STOP AT OR RETURN TO SCENE OF ACCIDENT	\$745.00
40-6-270 1ST	LEAVING THE SCENE OF ACCIDENT/HIT AND RUN FIRST OFFENSE	\$745.00
40-6-271	FAILURE TO NOTIFY OWNER UPON STRIKING UNATTENDED VEHICLE	\$745.00
40-6-272	FAILURE TO REPORT STRIKING FIXED OBJECT	\$745.00
40-6-273	FAILURE TO REPORT ACCIDENT	\$745.00
40-6-292(A)	RIDING ON HANDLEBARS PROHIBITED(BICYCLES)	\$162.00
40-6-293	CLINGING TO VEHICLE PROHIBITED-BICYCLE, COASTER, ROLLER SKATES, SLED, OR TOY VEHICLE	\$162.00
40-6-294	EVERY PERSON OPERATING A BICYCLE UPON A ROADWAY SHALL RIDE AS NEAR TO THE RIGHT SIDE AS PRACTICABLE 40-6-294(b)	\$162.00
40-6-294(c)	PERSONS RIDING BICYCLES UPON A ROADWAY SHALL NOT RIDE MORE THAN TWO AHEAD EXCEPT ON BICYCLE PATHS AND LANES	\$162.00
40-6-296	EQUIPMENT REQUIREMENTS FOR BICYCLES	\$162.00

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<b>Violation Code</b>	<b>Description</b>	<b>Total Fines</b>
40-6-296A	LIGHTS/REFLECTORS ON BICYCLE	\$162.00
40-6-297(b)	VIOLATE SAFETY EQUIPMENT OR STANDARDS FOR BICYCLES	\$162.00
40-6-298	PARENT OR GUARDIAN ALLOWING CHILD TO VIOLATE BICYCLE LAWS	\$162.00
40-6-311	MANNER OF RIDING MOTORCYCLE	\$162.00
40-6-311(E)	OPERATOR AND PASSENGERS MUST WEAR SHOE	\$162.00
40-6-312(B)	PASSING IN SAME LANE AS ANOTHER VEHICLE IS PROHIBITED	\$162.00
40-6-312(C)	OPERATING BETWEEN LANES OF TRAFFIC PROHIBITED	\$162.00
40-6-312(D)	MORE THAN TWO ABREAST IN A SINGLE LANE PROHIBITED	\$162.00
40-6-312(E)	MUST HAVE HEADLIGHT AND TAILLIGHT ON WHILE OPERATING	\$162.00
40-6-313	CLINGING TO VEHICLE PROHIBITED(MOTORCYCLE)	\$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 POINTED BACKREST PROHIBITED	\$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 PROTECTION	\$162.00
40-6-351	MOPED OPERATORS MUST BE LICENSED	\$162.00
40-6-352	MOPED OPERATORS MUST WEAR A HELMET	\$162.00
40-6-390	RECKLESS DRIVING	\$795.00
40-6-391	DRIVING UNDER THE INFLUENCE	\$1,576.00
40-6-391 (L)	ENDANGERING A CHILD WHILE D.U.I.	\$1,576.00
40-6-391 1ST	DRIVING UNDER THE INFLUENCE-REFUSAL(1ST OFFENSE)	\$1,576.00
40-6-391 2ND	DRIVING UNDER THE INFLUENCE-REFUSAL(2ND OFFENSE)	\$1,900.00
40-6-391 3RD	DRIVING UNDER THE INFLUENCE-REFUSAL(3RD OFFENSE)	\$2,800.00
40-6-391(A)(1)	DUI-LESS SAFE-ALCOHOL	\$1,576.00
40-6-391(A)(1) 1ST	DRIVING UNDER THE INFLUENCE-LESS SAFE-ALCOHOL(1ST OFFENSE)	\$1,576.00
40-6-391(A)(1) 2ND	DRIVING UNDER THE INFLUENCE-LESS SAFE-ALCOHOL(2ND OFFENSE)	\$1,900.00
40-6-391(A)(1) 3RD	DRIVING UNDER THE INFLUENCE-LESS SAFE-ALCOHOL(3RD OFFENSE)	\$2,800.00
40-6-391(A)(2) 1ST	DRIVING UNDER THE INFLUENCE-LESS SAFE-DRUGS(1ST OFFENSE)	\$1,576.00
40-6-391(A)(2) 2ND	DRIVING UNDER THE INFLUENCE-LESS SAFE-DRUGS(2ND OFFENSE)	\$1,900.00
40-6-391(A)(2) 3RD	DRIVING UNDER THE INFLUENCE-LESS SAFE-DRUGS(3RD OFFENSE)	\$2,800.00
40-6-391(A)(3)	DUI-GLUE OR OTHER TOXIC VAPOR	\$1,576.00
40-6-391(A)(3) 1ST	DRIVING UNDER THE INFLUENCE-GLUE OR OTHER TOXIC VAPOR(1ST OFFENSE)	\$1,576.00
40-6-391(A)(3) 2ND	DRIVING UNDER THE INFLUENCE-GLUE OR OTHER TOXIC VAPOR(2ND OFFENSE)	\$1,900.00
40-6-391(A)(3) 3RD	DRIVING UNDER THE INFLUENCE-GLUE OR OTHER TOXIC VAPOR(3RD OFFENSE)	\$2,800.00
40-6-391(A)(4)	DUI-COMBINATION OF 1-3	\$1,576.00
40-6-391(A)(4) 1ST	DRIVING UNDER THE INFLUENCE-COMBINATION OF A1-A3(1ST OFFENSE)	\$1,576.00
40-6-391(A)(4) 2ND	DRIVING UNDER THE INFLUENCE-COMBINATION OF A1-A3(2ND OFFENSE)	\$1,900.00
40-6-391(A)(4) 3RD	DRIVING UNDER THE INFLUENCE-COMBINATION OF A1-A3(3RD OFFENSE)	\$2,800.00
40-6-391(A)(5)	DUI-.10 OR MORE	\$1,576.00
40-6-391(A)(5) 1ST	DRIVING UNDER THE INFLUENCE .08 GMS. OR MORE(1ST OFFENSE)	\$1,576.00
40-6-391(A)(5) 2ND	DRIVING UNDER THE INFLUENCE .08 GMS. OR MORE(2ND OFFENSE)	\$1,900.00
40-6-391(A)(5) 3RD	DRIVING UNDER THE INFLUENCE .08 GMS. OR MORE(3RD OFFENSE)	\$2,800.00

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40-6-391(A)(6)	DUI-DRUGS	\$1,576.00
40-6-391(A)(6)1ST	DRIVING UNDER THE INFLUENCE-DRUGS(1ST OFFENSE)	\$1,576.00
40-6-391(A)(6)2ND	DRIVING UNDER THE INFLUENCE-DRUGS(2ND OFFENSE)	\$1,900.00
40-6-391(A)(6)3RD	DRIVING UNDER THE INFLUENCE-DRUGS(3RD OFFENSE)	\$2,800.00
40-6-391(I)	DUI/COMMERCIAL VEHICLE-MORE THAN .04GM.	\$1,576.00
40-6-391(I) 1ST	DRIVING UNDER THE INFLUENCE / COMMERCIAL VEHICLE-MORE THAN .04 GRMS(1ST OFFENSE)	\$1,576.00
40-6-391(I) 2ND	DRIVING UNDER THE INFLUENCE / COMMERCIAL VEHICLE-MORE THAN .04 GRMS(2ND OFFENSE)	\$1,900.00
40-6-391(I) 3RD	DRIVING UNDER THE INFLUENCE / COMMERCIAL VEHICLE-MORE THAN .04 GRMS(3RD OFFENSE)	\$2,800.00
40-6-391(K)(1)	DUI: ENDANGERING A CHILD	\$1,576.00
40-6-391(k)(1)	DUI-UNDER 21 YOA; OVER .02 gms	\$1,576.00
40-6-391(K)(1) 1ST	DRIVING UNDER THE INFLUENCE-UNDER 21 YEARS OF AGE, OVER .02 GRMS(1ST OFFENSE)	\$1,576.00
40-6-391(K)(1) 2ND	DRIVING UNDER THE INFLUENCE-UNDER 21 YEARS OF AGE, OVER .02 GRMS(2ND OFFENSE)	\$1,900.00
40-6-391(K)(1) 3RD	DRIVING UNDER THE INFLUENCE-UNDER 21 YEARS OF AGE, OVER .02 GRMS(3RD OFFENSE)	\$2,800.00
40-6-391(L) 1ST	ENDANGERING A CHILD WHILE DRIVING UNDER THE INFLUENCE(1ST OFFENSE)	\$1,576.00
40-6-391(L) 2ST	ENDANGERING A CHILD WHILE DRIVING UNDER THE INFLUENCE(2ND OFFENSE)	\$1,900.00
40-6-391(L) 3RD	ENDANGERING A CHILD WHILE DRIVING UNDER THE INFLUENCE(3RD OFFENSE)	\$2,800.00
40-6-395 1ST	FLEEING OR ATTEMPTING TO ELUDE POLICE OFFICER **1ST OFFENSE ** MANDI COURT**	\$745.00
40-6-395 2ND	FLEEING OR ATTEMPTING TO ELUDE POLICE OFFICER **2ND OFFENSE ** MANDI COURT**	\$1,394.00
40-6-395 3RD	FLEEING OR ATTEMPTING TO ELUDE POLICE OFFICER **3RD OFFENSE ** MANDI COURT**	\$2,045.00
40-6-397	AGGRESSIVE DRIVING	\$745.00
40-6-40	DRIVING ON THE WRONG SIDE OF ROADWAY	\$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
40-6-41	VEHICLES PROCEEDING IN OPPOSITE DIRECTIONS MUST PASS ON RIGHT	\$162.00
40-6-42	IMPROPER PASSING	\$162.00
40-6-42(2)	DRIVER SHALL NOT INCREASE SPEED WHILE BEING PASSED	\$162.00
40-6-43	IMPROPER PASSING ON RIGHT	\$162.00
40-6-43(B)	PASSING ON THE SHOULDER OF THE ROADWAY	\$162.00
40-6-44	PASSING WITHIN 200 FEET OF ONCOMING TRAFFIC	\$162.00
40-6-45	DRIVING LEFT OF CENTER OF ROADWAY	\$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 RAILROAD CROSSING	\$162.00
40-6-45(A)(3)	PASSING WITHIN 100' OF BRIDGE, VIADUCT OR TUNNEL	\$162.00
40-6-46	PASSING IN A NO PASSING ZONE	\$162.00
40-6-47	DRIVING WRONG WAY ON A ONE WAY	\$162.00
40-6-48	FAILURE TO MAINTAIN LANE	\$162.00
40-6-48(1)	UNSAFE LANE CHANGE	\$162.00
40-6-48B	FAILURE TO MAINTAIN LANE	\$162.00
40-6-49(A)	FOLLOWING TOO CLOSE	\$162.00
40-6-50	IMPROPER USE OR PASSING TRAFFIC WITHIN GORE OR MEDIAN	\$162.00
40-6-50 EMER LANE	DRIVING IN THE EMERGENCY LANE(NON-EMERGENCY)	\$162.00
40-6-51(B)	VIOLATION OF DOT RESTRICTION ON CONTROLLED-ACCESS ROADWAY	\$162.00
40-6-52(B)	TRUCK OVER 6 WHEELS MUST STAY IN THE 2 RIGHT LANES	\$162.00
40-6-70	FAILURE TO YIELD AT INTERSECTION OF ROADWAYS	\$162.00
40-6-71	FAILURE TO YEILD WHILE TURNING LEFT	\$162.00
40-6-72	FAILURE TO YIELD AFTER STOPPING AT SIGN	\$162.00
40-6-72(B)	FAILURE TO STOP AT A STOP SIGN	\$162.00
40-6-72(B) YIELD	FAILURE TO YIELD AFTER STOPPING AT A STOP SIGN	\$162.00
40-6-72(C)	FAILURE TO YIELD AT YIELD SIGN	\$162.00
40-6-73	FAILURE TO YIELD WHEN ENTERING OR CROSSING ROADWAY	\$162.00
40-6-74	FAILURE TO YIELD TO EMERGENCY VEHICLE	\$162.00
40-6-75	FAILURE TO YIELD TO CONSTRUCTION PERSONNEL AND VEHICLES	\$162.00

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<b>Violation Code</b>	<b>Description</b>	<b>Total Fines</b>
40-6-76	FAILURE TO YIELD TO FUNERAL PROCESSION	\$162.00
40-6-90	PEDESTRIAN MUST OBEY TRAFFIC CONTROL DEVICES OR OFFICERS	\$162.00
40-6-91(A)	FAILURE TO YIELD TO PEDESTRIANS IN CROSSWALK	\$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 PEDESTRIAN	\$162.00
40-6-92	PEDESTRIAN MUST YIELD IF NOT IN A CROSSWALK	\$162.00
40-6-92C	CROSSING ROADWAY ELSEWHERE THAN AT CROSSWALK	\$162.00
40-6-93	CROSSING AT OTHER THAN A CROSSWALK	\$162.00
40-6-94	FAILURE TO YIELD TO BLIND PEDESTRIANS	\$162.00
40-6-95	PEDESTRIAN UNDER INFLUENCE OF ALCOHOL OR DRUGS	\$190.00
40-6-96	PEDESTRIAN MUST WALK ON SIDEWALK/SHOULDER	\$162.00
40-6-97	PEDESTRIAN MUST NOT STAND IN THE ROADWAY TO SOLICIT A RIDE/EMPLOYMENT/BUSINESS OR SOLICIT CONTRIBUTIONS WITHOUT A PERMIT	\$162.00
40-6-98	DRIVING THROUGH A SAFETY ZONE	\$162.00
40-6-99(A)	PEDESTRIAN MUST YIELD TO EMERGENCY VEHICLE	\$162.00
40-7-3	OPERATING REST. FOR OFF RD VEHICLES	\$162.00
40-7-4	OPERATING RESTRICTIONS FOR OFF-ROAD VEHICLES	\$162.00
40-8-20	HEADLIGHTS ON 1/2 HOUR AFTER SUNSET TO 1/2 HOUR BEFORE SUNRISE	\$162.00
40-8-21	VISIBILITY DISTANCE & MOUNTED HEIGHT OF LIGHTS	\$162.00
40-8-22	HEADLIGHT REQUIRMENTS	\$162.00
40-8-22	DEFECTIVE HEADLIGHT	\$162.00
40-8-22(B)	MORE THAN TWO HEADLIGHTS PROHIBITED	\$162.00
40-8-22(D)	HEADLIGHT COVERS PROHIBITED/TINTED HEADLIGHTS	\$162.00
40-8-23(B)	TAIL LIGHT/TAILLIGHT LENSES REQUIRED	\$162.00
40-8-23(D)	TAG LIGHT REQUIREMENTS	\$162.00
40-8-23 (E)	DEFECTIVE TAILLIGHT	\$162.00
40-8-25	NO BRAKE LIGHTS OR WORKING TURN SIGNAL	\$162.00
40-8-25(c)	NO WORKING TAIL/BRAKE LIGHTS ON TRAILER	\$162.00
40-8-26D	IMPROPER BRAKELIGHT COVERS	\$162.00
40-8-27	NO FLAG OR LIGHT ON PROJECTING LOAD	\$162.00
40-8-29	AUXILIARY LIGHT VIOLATIONS	\$162.00
40-8-3	VEHICLE OR LOAD DRAGGING ON ROADWAY	\$162.00
40-8-31	FAILURE TO DIM HEADLIGHTS	\$162.00
40-8-4	SLOW MOVING VEHICLES/TRIANGULAR WARNING DEVICE ON REAR	\$162.00
40-8-50	BRAKE SYSTEM REQUIRED FOR VEHICLES	\$162.00
40-8-6	OPERATING PASSENGER VEHICLE WITH ALTERED SUSPENSION	\$162.00
40-8-7	OPERATING UNSAFE VEHICLE	\$162.00
40-8-7(A)	DEFECTIVE EQUIPMENT	\$162.00
40-8-7(B)	DRIVING UNSAFE VEHICLE	\$162.00
40-8-70	IMPROPER HORN USE	\$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	WINDSHIELD/WINDOW/WIPER REQUIREMENTS	\$162.00
40-8-73 (A.1)	WINDOW GLAZING VIOLATION(TINTED WINDOWS)	\$162.00
40-8-74	TIRE REQUIREMENTS	\$162.00
40-8-75	TIRE COVERS(MUD FLAPS) REQUIRED ON TRUCKS	\$162.00
40-8-76	SAFETY RESTRAINT VIOLATION (0-7 YRS OF AGE)	\$50.00
40-8-76 8 TO 17	SAFETY RESTRAINT VIOLATION (8 YEARS TO 17 YEARS)	\$25.00
40-8-76.1(2)	SAFETY RESTRAINT VIOLATION (18 AND OLDER-ADULT)	\$15.00
40-8-79	OPERATING VEHICLE WITH A PASSENGER UNDER 18 YOA IN UNCOVERED BED OF PICKUP TRUCK ON INTERSTATE	\$162.00
40-8-8	NON WORKING SPEEDOMETER	\$162.00
40-8-90	RESTRICTIONS OF BLUE LIGHTS ON VEHICLE	\$162.00
40-8-92	OPERATING RED OR ARMBER LIGHTS WITHOUT PERMIT	\$162.00
40-8-92(d)	OPERATING VEHICLE WITH GREEN LIGHTS FLASHING OR REVOLVING	\$162.00
503.2.1	NO PARKING IN FIRE LANE	\$162.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING ONESELF UPON ANOTHER (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING ONESELF UPON ANOTHER (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-13	BEGGING/SOLICITING BY ACCOSTING/FORCING ONESELF UPON ANOTHER (3RD	\$780.00

**STATESBORO MUNICIPAL COURT  
FINES LIST**

GA0160100

<b>Violation Code</b>	<b>Description</b>	<b>Total Fines</b>
	OFFENSE)--LOCAL ORDINANCE	
58-14	URINATING OR DEFECATING IN PUBLIC (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-14	URINATING OR DEFECATING IN PUBLIC (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-14	URINATING OR DEFECATING IN PUBLIC (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-15-3	GRAFFITI-PROHIBITED ACTS (1ST OFFENSE)--LOCAL ORDINANCE	\$280.00
58-15-3	GRAFFITI-PROHIBITED ACTS (2ND OFFENSE)--LOCAL ORDINANCE	\$530.00
58-15-3	GRAFFITI-PROHIBITED ACTS (3RD OFFENSE)--LOCAL ORDINANCE	\$1,030.00
58-16-3	POSSESSION OF DRUG PARAPHERNALIA --LOCAL ORDINANCE	\$530.00
58-16-4	SALE OF DRUG PARAPHERNALIA--LOCAL ORDINANCE	\$530.00
58-2	POSTING OF ADVERTISEMENTS - LOCAL ORDINANCE	\$300.00
58-2B	POSTING OF ADVERTISEMENTS - 1ST OFFENSE	\$300.00
58-2B	POSTING OF ADVERTISEMENTS - 2ND OFFENSE	\$570.00
58-3	DISCHARGE OF FIREARMS - LOCAL ORDINANCE	\$745.00
58-4	DISORDERLY CONDUCT - LOCAL ORDINANCE	\$745.00
58-4D	DISORDERLY CONDUCT	\$745.00
58-4D	DISORDERLY CONDUCT 2ND OFFENSE	\$1,400.00
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
58-6	LOITERING OR PROWLING - LOCAL ORDINANCE	\$185.00
58-6-1	LOITERING/PROWLING (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-6-1	LOITERING/PROWLING (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-1	LOITERING/PROWLING (3RD OFFENSE)-CITY ORDINANCE	\$780.00
58-6-2	LOITERING/PROWLING--MINORS (1ST OFFENSE)--CITY ORDINANCE	\$380.00
58-6-2	LOITERING/PROWLING--MINORS (2ND OFFENSE)-CITY ORDINANCE	\$580.00
58-6-2	LOITERING/PROWLING--MINORS (3RD OFFENSE)-CITY ORDINANCE	\$780.00
58-6-3	LOITERING--PROPRIETORS (1ST OFFENSE)--CITY ORDINANCE	\$380.00
58-6-3	LOITERING--PROPRIETORS (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-3	LOITERING--PROPRIETORS (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-6-4	LOITERING--IN POSTED AREAS (1ST OFFENSE)--LOCAL ORDINANCE	\$360.00
58-6-4	LOITERING--IN POSTED AREAS (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-4	LOITERING--IN POSTED AREAS (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
58-6-5	LOITERING IN ABANDONED, VACANT, UNINHABITED STRUCTURES (1ST OFFENSE)- -LOCAL ORDINANCE	\$380.00
58-6-5	LOITERING IN ABANDONED, VACANT, UNINHABITED STRUCTURES (2ND OFFENSE)- -LOCAL ORDINANCE	\$580.00
58-6-5	LOITERING IN ABANDONED, VACANT, UNINHABITED STRUCTURES (3RD OFFENSE)- -LOCAL ORDINANCE	\$780.00
58-6-6	LOITERING IN ABANDONED OR VACANT LOT OR PROPERTY (1ST OFFENSE)-- LOCAL ORDINANCE	\$380.00
58-6-6	LOITERING IN ABANDONED OR VACANT LOT OR PROPERTY (2ND OFFENSE)-- LOCAL ORDINANCE	\$580.00
58-6-6	LOITERING IN ABANDONED OR VACANT LOT OR PROPERTY (3RD OFFENSE)-- LOCAL ORDINANCE	\$780.00
58-6-7	LOITERING FOR PURPOSE OF PROCURING OTHERS TO ENGAGE IN SEXUAL ACTS FOR HIRE (1ST OFFENSE)-LOCAL ORDINANCE	\$380.00
58-6-7	LOITERING FOR PURPOSE OF PROCURING OTHERS TO ENGAGE IN SEXUAL ACTS FOR HIRE (2ND OFFENSE)-LOCAL ORDINANCE	\$580.00
58-6-7	LOITERING FOR PURPOSE OF PROCURING OTHERS TO ENGAGE IN SEXUAL ACTS FOR HIRE (3RD OFFENSE) -LOCAL ORDINANCE	\$780.00
58-6-8	LOITERING FOR PURPOSE OF ENGAGING IN DRUG-RELATED ACTIVITY (1ST OFFENSE)--LOCAL ORDINANCE	\$380.00
58-6-8	LOITERING FOR PURPOSE OF ENGAGING IN DRUG-RELATED ACTIVITY (2ND OFFENSE)--LOCAL ORDINANCE	\$580.00
58-6-8	LOITERING FOR PURPOSE OF ENGAGING IN DRUG-RELATED ACTIVITY (3RD OFFENSE)--LOCAL ORDINANCE	\$780.00
6-136	OPEN OR CONSUME ANY ALCOHOLIC BEVERAGE ON PREMISES-CITY ORDINANCE	\$325.00
6-138	BROWN BAGGING PROHIBITED - CITY ORDINANCE	\$745.00
6-157(A)(6)	EXCEEDING LEGAL OCCUPANCY LOAD - RESTAURANT	\$1,020.00
6-161(A)	HOURSE OR SALE / CONSUMPTION ON THE PREMISES	\$270.00
6-162	HOURS OF SALE - LOCAL ORDINANCE	\$270.00
6-164	REMOVAL OF BEVERAGES PROHIBITED - LOCAL ORDINANCE	\$270.00

**STATESBORO MUNICIPAL COURT  
FINES LIST**

GA0160100

<b>Violation Code</b>	<b>Description</b>	<b>Total Fines</b>	
6-165	PROHIBITION OF CERTAIN TYPES OF ENTERTAINMENT, ATTIRE AND CONDUCT	\$380.00	
6-166	PRICING OF ALCOHOLIC BEVERAGES - LOCAL ORDINANCE	\$270.00	
6-166(15)	CHARGING COVER CHARGE WHICH DISCRIMINATES GENDER	\$270.00	
6-166(b)(11)	OFFERING COUPONS FOR ALCOHOLIC BEVERAGES	\$270.00	
6-166(b)(2)	DELIVERING MORE THAN ONE ALCOHOLIC BEVERAGE AT A TIME	\$270.00	
6-166(b)(3)(a)	HAPPY HOUR VIOLATION (ALCOHOL)	\$270.00	
6-166(b)(3)(a)	SALE TO PERSON DURING SPECIAL PERIOD NOT CHARGED	\$270.00	
6-166(b)(6)	SALE OF ALCOHOL BY PITCHER TO ONE PERSON	\$270.00	
6-241	OPEN CONTAINER - LOCAL ORDINANCE	\$207.00	
6-244	OPEN CONTAINER IN VEHICLE - LOCAL ORDINANCE	\$207.00	
6-26	SALE OF ALCOHOL W/OUT A LICENSE	\$745.00	
6-26 a	SALE OF ALCOHOL WITHOUT A LICENSE	\$745.00	
6-56	OPEN KEG	\$325.00	
6-64	REMOVAL OF BEVERAGES PROHIBITED	\$325.00	
6-86(1)	SALE OF ALCOHOL TO A MINOR	\$745.00	
6-86(5)	FAILURE TO CHECK I.D.	\$745.00	
6-86 (A1)	CONTRIBUTING ALCOHOL TO PERSONS UNDER 21 YEARS	\$745.00	
6-88 ( C )	NOISE ORDINANCE VIOLATION - BUSINESS 1ST OFFENSE	\$320.00	
6-88 (A)	SALES TO INTOXICATED PERSON; GAMBLING; DISORDERLY CONDUCT	\$420.00	
66-139(B)	LITTERING - CITY ORDINANCE	\$185.00	
70-1	OBSTRUCTION STREETS OR SIDEWALKS	\$162.00	
70-3	DISPLAY OF MERCHANDISE FOR SALE W/O PERMIT	\$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	
70-64	FAILURE TO DISPERSE	\$745.00	
40-6-181	SPEEDING IN EXCESS OF MAXIMUM LIMITS		
	START MPH	END MPH	
	0	14	\$185.00
	15	18	\$220.00
	19	23	\$255.00
	24	999	\$745.00

**RESOLUTION NO. 2022-26**

**A RESOLUTION ESTABLISHING THE POLICIES AND PROCEDURES  
FOR THE STATESBORO COMMUNITY GARDEN**

**THAT WHEREAS**, the Mayor and City Council of Statesboro have found that a community garden is an important feature to building a stronger community by promoting healthier lifestyles, increasing food securities, and serving as a gathering center for a neighborhood; and,

**WHEREAS**, the Mayor and City Council have previously authorized funding for implementation of the Statesboro Community Garden; and,

**WHEREAS**, the Mayor and City Council desire to establish policies and procedures for the Statesboro Community Garden which will provide the regulatory and operational framework for activities in the garden and establish any applicable fee(s) for use of the garden; and,

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

Section 1. City Council hereby establishes the Policies & Procedures for the Statesboro Community Garden.

Section 2. The Policies and Procedures of the Statesboro Community Garden shall become and remain in full force and effect from and after its date of adoption.

Adopted this 21<sup>st</sup> day of June, 2022.

City of Statesboro, Georgia

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

Attest:

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





The City of Statesboro Streets and Parks Division and Keep Statesboro-Bulloch Beautiful (KSBB) sponsor a Community Garden at Renaissance Park. The Division supplies the basic site, water, and tools during Master Gardener hours. An annual rental fee is charged. The garden is called the Statesboro Community Garden. The purpose of the garden is to provide a community setting for Statesboro residents to experience, learn, and participate in gardening.

### **Policy & Procedures**

*Hereupon, the applicant will be referred to as the “renter” in the documentation below.*

#### Location

Location of the garden:  
**130 Parker St,  
Statesboro, GA 30458**

#### Contact Methods

Garden application/ fee payment:  
Leah Harden, City Clerk  
[leah.harden@statesboroga.gov](mailto:leah.harden@statesboroga.gov)  
912-764-0621

Garden maintenance/plot availability:  
Amanda Clements, KSBB Coordinator  
[ksbb@statesboroga.gov](mailto:ksbb@statesboroga.gov)  
912-212-2321

#### Community Message Board/Community Information

The community garden will showcase a message board that will list the Statesboro Community Garden Policies and Procedures, an updated monthly schedule of the Master Gardeners, volunteers for maintenance, and any additional information that is deemed necessary.

Info about the community garden will so be linked below and can be found on the KSBB website: <https://www.keepstatesborobullochbeautiful.org/statesborocommunitygarden>

### Growing Season/Hours

The Statesboro Community Garden will be open for gardening from **sun up to sunset**. Gardening season will be 12 months out of the year and there will be no off-season.

### Registration Fees

The annual registration fee is \$25 for a raised bed and \$50 for a ground plot. Registration fees are used to offset administrative and water costs and are not refundable. Registration is only available to City of Statesboro residents with proof of residency. Registration can be completed at City Hall with the Records Manager or City Clerk.

Raised Bed: 4ft x 12ft

Ground Plot: 15ft x 30ft

### Registration Process

All garden registrations are renewed annually upon request. Along with the registration fee, each renter must show proof of residency and sign a copy of the Community Garden Policy & Procedures annually. If a plot is not registered by the due date, an attempt will be made to contact the renter to secure registration. Plots for which registration has not been received will be made available to new renters on the waiting list. To register for a garden space or to be added to the waiting list, please contact the City Clerk.

### Master Gardeners

The Statesboro Community Garden has a part-time, non-paid Master Gardener (or Co-Master Gardeners), whose duties include garden inspection, policy enforcement, conflict resolution, organizing the maintenance of physical facilities, tool check-out, and other types of “hands-on” activities. Garden policies and procedures are reviewed and updated as necessary by the Keep Statesboro-Bulloch Beautiful Coordinator. They are then reviewed and approved by the Streets and Parks Division and the City of Statesboro Management.

### Use and Care of Gardens

Plots must be actively used for growing produce/flowers and must be actively cared for throughout the year, including during the winter. Regular care includes harvesting when necessary, the removal of spent crop plants, and the removal of weeds in and around the plots. Plot renters who do not actively garden during the winter must maintain their plot free of weeds. Plots that are not used or cared for will be reassigned. There is a limit of one plot/bed per individual and plots must be used by the gardeners to whom they are assigned.

## Weeds

All plots and adjacent walkways must be maintained weed-free throughout the year by adjacent gardeners. Please note that herbicides of any type are not permitted.

## Paths and Boundaries

Renters may not extend their garden beyond its official defined boundary. The boundaries of each garden plot are the raised beds and t-posted corners of the ground plots. Paths must be kept clear, level, and free of all obstructions. This includes garden plants, tools, and personal belongings. The paths adjacent to each plot are the joint responsibility of the renters on both sides of the path. Renters on the outside perimeter are responsible for maintaining a clear, walkable path to the adjacent fence. Renters' garden plants must not extend into or over the paths; plan for growth when planting near the edges of your garden. Any garden plant extending into a path may be trimmed, moved, or removed by the Master Gardeners without notice. Raised beds and ground plots will be number coded and a specific number will be assigned to the renter.

## Tall Plants, Pest Plants, and Poisonous Plants

Trees are not allowed. Shrubs or perennials with invasive root systems are also not permitted. Plants that are invasive or are difficult to eradicate and that spread shoots, roots, thorns or branches beyond the plot boundaries are not allowed. Examples include rose bushes, bamboo, large rosemary bushes, mints, berry vines, horseradish, sunchokes (Jerusalem artichokes), and morning glories. Poisonous plants and illegal plants are strictly prohibited (e.g., as foxglove, hemlock, poisonous mushrooms, cannabis, etc.).

## Pests and Diseases

Gardeners are encouraged to keep diseases, insects, and other pests under control, so they do not spread into our gardens. Gardeners must dispose of diseased plants in a way that limits the spread of disease (such as removal from the garden area). Herbicides and fertilizers are allowed only under the condition that the herbicides used will stay within the vicinity of the renter's plot. Persistent or particularly harsh chemicals are not allowed. Natural methods of pest control such as traps, companion planting, good plant and soil health, beneficial insects, and biological controls are encouraged. If you have any questions about what is allowed vs not allowed, contact the KSBB Coordinator.

## Water

Water will be set on timed irrigation and will be run during 6 AM and 8 PM times during longer days of the year. During the winter months, the timer will be set to 6 AM and 6 PM.

## Shed

The shed on-site will serve only as a storage location for tools and equipment approved by the City of Statesboro/KSBB

## Tools

We have a few basic tools in the Garden located in the shed for check out:

Garden trowels, garden hoes, rakes, weeders, gloves, shovels, and wheelbarrows. These items can ONLY be used while a Master Gardener is on the premises. The Master Gardener will be able to allow check out of tools. All tools that are checked out must be returned and checked back in while the Master Gardener is on the premises. Please use them with care and return them to the shed promptly when finished with a project. Report missing or broken tools to the Master Gardener. Tools are used at the gardener's own risk. Tools that are kept in individual plots are not to be borrowed without the owner's permission.

If a Master Gardener is not on the premises, renters are responsible for supplying and bringing their own tools. The City is not responsible for personal property if left on the premises.

## Pets

Pets are not welcome in the Garden, except as specifically permitted by the Americans with Disabilities Act.

## Volunteers

Regular maintenance will be done by volunteers who do not rent a plot. Renters should be made aware that volunteers will help with maintenance by pulling weeds, picking up litter, and cleaning the space so that the garden stays in excellent condition. Volunteers are not to be held responsible for any possible damage done to raised beds/plots or the surrounding areas.

## Notices and Contact of Renters

Notices of major significance (fee deadlines, etc.) will be notified whenever needed to the renter. Notices to renters may be attached to their plot or made by phone or email. General notices may be posted on the community message board of the community garden.

### Leaving/Refunds

If the renter decides to give up their plot, the Keep Statesboro-Bulloch Beautiful Coordinator should be notified so that the garden plot can be reassigned quickly. Plots that are rented out are not eligible for a refund if surrendered back to the City/KSBB.

### Abandonment

Any plot that is apparently abandoned may be reassigned with a month's notice. The renter of the specific bed will be contacted before automatic reassignment back to the City/KSBB. In special circumstances where illness, injury, or other commitments will only be for a few months and have a known ending date, other arrangements may be made.

**Statesboro Community Garden Policy and Procedures: Renter's Agreement**

Renters are required to sign this form and return their annual registration fee to City Hall to attention of the City Records Manager or the City Clerk in order to complete their registration.

*As a condition of membership in the Statesboro Community Garden I have read and agree to comply with the City of Statesboro Community Garden Policy and Procedures. I hereby absolve the City of Statesboro, Keep Statesboro-Bulloch Beautiful, its employees, independent contractors, and officers from all liability that may arise as a result of my participation in the Community Garden. I/We agree to allow the use of my/our photographs(s) for program publicity.*

_____	_____ Signature Date
_____	Plot Holder's Name
_____	Address
_____	Best Contact Phone Number
_____	Email Address
_____	Plot #

# 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  
Jason Boyles, Assistant City Manager

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

**Date:** June 15, 2022

**RE:** Application for Funding for the Creek on the Blue Mile Project

**Policy:** Application for GDOT (TA) Funding

### **Recommendation:**

Staff recommends approval of application to Georgia Department of Transportation (GDOT) Transportation Alternatives (TA) Program for funding support for the Creek on the Blue Mile project.

### **Background:**

The Georgia Department of Transportation (GDOT) partners with the Federal Highway Administration (FHWA) in facilitating and providing an opportunity for local governments to pursue non-traditional transportation-related activities such as pedestrian facilities, bicycle facilities, and pedestrian streetscaping projects. TA improves the quality of life for citizens in communities across the state by providing local governments the means to pursue projects that might not otherwise be possible. The Federal Transportation Funding Act, Infrastructure Investment and Jobs Act (IIJA) Public Law 117-58, also known as the “Bipartisan Infrastructure Law) that was signed into law on November 15, 2021, authorized the program. The most recent Transportation Funding Act, Bipartisan Infrastructure Law, continues funding TA.

The application deadline is June 17, 2022.

**Budget Impact:** At least 20% of the total project costs in matching funds is required from the City.

**Council Person and District:** Paulette Chavers, District 2; Venus Mack, District 3

**Attachment:** Grant/Federal Funding Application Resolution

**RESOLUTION 2022-27: A RESOLUTION APPROVING APPLICATION TO  
THE TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE GRANT PROGRAM  
FOR THE CREEK ON THE BLUE MILE PROJECT**

**THAT WHEREAS**, the Mayor and City Council have found that the Creek on the Blue Mile project is a critical storm water infrastructure project that will reduce flooding, control drainage and will improve the quality of life of citizens and visitors in Statesboro; and,

**WHEREAS**, the Mayor and City Council have found that the Georgia Department of Transportation (GDOT) TRANSPORTATION ALTERNATIVES (TA) SET-ASIDE Funding Program is a desirable funding program to support the Creek on the Blue Mile project; and,

**WHEREAS**, the TA Program requires that the City present a project for participation and the City execute the necessary agreement(s) in order to receive funding assistance with a minimum project cost of \$1,000,000 and minimum of 20% matching funds; and,

**WHEREAS**, said program will begin once funds are awarded in Summer 2022; and,

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

- Section 1. The Mayor and City Council hereby authorize the submittal of application to FY2023 Transportation Alternatives (TA) Set-Aside Funding Grant Application.
- Section 2. The Mayor is hereby authorized to execute all documents related to the application.

Adopted this 21st day of June, 2022

STATESBORO, GEORGIA

\_\_\_\_\_  
By: Jonathan 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:** 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 2022 and shall end at midnight on June 30, 2023 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 2022.

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 2022.

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 2022.

**Council Person and District:** All

**Attachments:** Contracts

## CONTRACT FOR SERVICES

This agreement made and entered into on June 21<sup>st</sup>, 2022, 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 2022, and shall end at midnight on June 30, 2023 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 2023 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 21<sup>st</sup>, 2022, 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, 2022, and shall end at midnight on June 30, 2023 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 21<sup>st</sup> 2022, 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, 2022, and shall end at midnight on June 30, 2023 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



# 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 21, 2022

**RE:** Annual Wrecker Agreement

**POLICY ISSUE:** Adoption of Annual Wrecker Agreement

**RECOMMENDATION:** That Council approve the August 1, 2022-June 30, 2023 Wrecker Agreement.

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

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

**BUDGET IMPACT:** There is no budget impact.

**COUNCIL DISTRICT:** All

**ATTACHMENTS:** Updated Wrecker Agreement.

## STATESBORO POLICE DEPARTMENT TOWING ROTATION AGREEMENT

August 01, 2022 to June 30, 2023

### DEFINITIONS

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

### DISCLAIMER

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

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

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

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

- that the Company's inclusion on the SPD Towing Rotation List does not guarantee an equal or specific number of calls while on the rotation
- that falsification of any portion of this Application or Agreement, including in any documentation provided in support of the Application, shall be cause for immediate removal from the Towing Rotation List
- that any such falsifications may later result in criminal prosecution

## **DESCRIPTION**

1. This rotation and agreement will be effective August 1, 2022 to June 30, 2023 unless terminated earlier at the discretion of SPD.
2. Renewals and enrollments for existing and/or new companies must be completed each year during the renewal/enrollment period specified by SPD.

## **APPLICATION REQUIREMENTS**

1. SPD will receive sealed packets until July 22, 2022 at 4:00 p.m. at 25 West Grady Street, Statesboro, Georgia. Packets delivered by this date and time will be processed in preparation for the August 1, 2022 implementation date.
2. Packets must be complete in order to be considered.
3. SPD reserves the right to reject all application, to waive any informality or technicality, and to accept applications deemed to be in the best interest of the Agency.
4. Packets which include trucks, drivers, yards, owners, operators, or managers not qualifying for participation per the terms of this Agreement will not be considered.

## **CONDITIONS APPLYING TO THE COMPANY**

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



- d. Shall not have been declared incompetent by reason of mental defect or disease without a later adjudication restoring said competency by a Court.
  - e. Shall not be a Registered Sex Offender in Georgia or in any other state.
  - f. Shall not have any convictions in Georgia or any other state involving violence, moral turpitude, weapons, illegal use/possession of any substance, domestic violence, resisting arrest, obstructing justice, or theft within the past 5 years. This applies to misdemeanors and felonies. For purposes of this definition, moral turpitude means conduct which is done knowingly contrary to justice, honesty, or good morals; has an element of falsification or fraud, or contains an element of harm or injury directed to the person or property of another.
4. The Company must maintain at least one approved yard within 7 miles of the city limits.
  5. If the Company has only one approved Driver, and if that Driver is to be unavailable or out of service for any length of time, the Company shall not use an unauthorized driver during that time period.
  6. The Company must maintain general liability and property damage insurance equivalent to that required by the Georgia Department of Public Safety Rule 570-6-1-09 governing nonconsensual towing. The City of Statesboro shall be listed as an additional insured and the Company shall provide proof to SPD that the City of Statesboro is so listed.
  7. The Company shall provide evidence of Worker's Compensation Insurance and shall maintain said coverage throughout the rotation year as required per Georgia law.
  8. The Company will be available 24 hours a day, 7 days a week. The towing company called to tow a vehicle must be at the scene of the call within 20 minutes, except under extraordinary circumstances. The wrecker which arrives must bear the markings of the towing company which was contacted to respond. If the wrecker contacted does not arrive within 20 minutes then another towing service may be requested to respond and the first company sanctioned.
  9. The Company bears the responsibility for ensuring that it can respond to requests. SPD's Dispatch Center will attempt to contact Companies on the list by phone one time and then move on to the next towing service on the list. It is not Dispatch's responsibility to continue to call the towing service. If a Company cannot be reached and the next service is contacted, SPD's Dispatch will note this fact and forward the information to the Operations Bureau Captain.
  10. For all regular rotation calls, the Company agrees to bill for towing and storage at the exact same rate as provided in the "Nonconsensual Towing Maximum Rate Tariff" adopted and published annually by the Mayor and City Council of Statesboro. In cases of tows which are longer than one hour, an on-scene SPD supervisor may sign the tow receipt, noting the wrecker's arrival and departure from the scene, and thereby authorize billing at an additional \$15.00 per additional quarter hour. For purposes of this section, the tow begins when the SPD dispatcher or officer contacts the Company. It ends when the wrecker departs the scene with the vehicle in tow.
  11. If the Company initiates proceedings to perfect and enforce its lien rights against the vehicle as provided for in Chapter 3 of Title 40 of the Official Code of Georgia, the Company may assess the actual costs of postage for providing notice via certified mail or statutory overnight delivery to the owner.

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

manner. Vehicles that are damaged as a result of the tow may result in the Company being sanctioned up to suspension or removal from rotation.

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

#### **CONDITIONS APPLYING TO THE OPERATOR**

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

under a First Offender sentence or Pre-Trial Diversion program. The date of conviction is the date on which any of these sentences was imposed by the Court.

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

#### **CONDITIONS APPLYING TO THE TRUCKS AND EQUIPMENT**

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

#### **CONDITIONS APPLYING TO THE STORAGE YARD/LOT**

1. Yards/lots shall be located within a 7 mile radius of the city limits of Statesboro and in compliance with the requirements of the Georgia Department of Public Safety's Rule 570-6-1-.08 governing non-consensual towing.
2. The Company shall provide owner access to vehicles towed subject to a Rotation call during the normal business hours on the Company's application. If the Company provides access to the vehicle outside of the normal business hours listed on the application, the Company may charge

the owner “after hours fees” as prescribed in the “Nonconsensual Towing Maximum Rate Tariff” adopted and published annually by the Mayor and City Council.

3. Companies, upon being contacted by the vehicle owner or authorized agent will comply with the following:
  - a. A representative of the Company will respond within 20 minutes and by appointment
  - b. The Company will not charge the vehicle owner or authorized agent an additional fee for responding to the yard during normal business hours for the purposes of any of the following activities:
    - i. Releasing a vehicle
    - ii. Releasing life essential personal property contained within the vehicle
    - iii. Inspecting the condition of the vehicle
4. Yards that experience frequent problems with theft from, or vandalism to, towed or stored vehicles may be prohibited from accepting vehicles towed under the Towing Rotation List.
5. All property removed from towed vehicles by the Company for “safekeeping” must be listed on the invoice received by the vehicle owner.
6. The Company shall ensure that the storage yard operator maintains a log of individuals who have been given access to vehicles for the purpose of removing personal property. Such a log shall show the name, vehicle, date, time, and receipt number.

#### **COMPLAINTS PROCEDURES**

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

#### **PENALTIES FOR VIOLATION OF THE TERMS OF THIS AGREEMENT**

1. SPD has an obligation to the public regarding the safety of vehicles and their contents when towed and stored at SPD request and by a Company operating under the Towing Rotation List. When circumstances warrant, it may be necessary to immediately suspend a towing company from the Rotation and continue said suspension until the situation can be thoroughly investigated and a fair decision rendered.
2. Actions that may result in a Company’s suspension or termination from the SPD Towing Rotation List include, but are not limited to:
  - a. requesting or demanding a vehicle owner sign any financial responsibility disclaimers
  - b. charging unauthorized fees
  - c. holding life-essential personal property “hostage” for payment to the company
  - d. expiration of liability or workers compensation insurance

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

**AFFIRMATION AND ACKNOWLEDGEMENT**

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

\_\_\_\_\_

Company Owner

Printed name: \_\_\_\_\_

Company name: \_\_\_\_\_

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

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

# CITY OF STATESBORO

## COUNCIL

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 10, 2022

**RE:** June 21, 2022 City Council Agenda Items

**Policy Issue:** *Consideration of Intergovernmental Contract between City and Bulloch County regarding commitment of matching ARPA (American Rescue Plan Act) funds in the cumulative amount of one million dollars to assist with property acquisition and construction relating to new Food Bank facility.*

**Recommendation:** Approval

**Background:** Mayor and Council has previously committed to this use of received ARPA funds to address food security issues in the City.

**Budget Impact:** \$500,000 in received ARPA funds

**Council Person and District:** All

**Attachments:** Proposed IGA



## INTERGOVERNMENTAL AGREEMENT

**This INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this 21st day of June, 2022 (the "Effective Date") by and between the CITY OF STATESBORO, GEORGIA, a municipal corporation of the State of Georgia (the "City") and the BULLOCH COUNTY BOARD OF COMMISSIONERS, the duly elected governing authority of a political subdivision of the State of Georgia (the "County").**

### W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree as follows:

**WHEREAS**, County and City both received funding under the American Rescue Plan Act (ARPA).

**WHEREAS**, City and County desire to commit received ARPA funds for the acquisition of real property and construction costs to benefit The Food Bank, Inc, ("Food Bank") a Georgia domestic nonprofit corporation doing business as Statesboro Food Bank .

**WHEREAS**, City and County desire to enter into this Agreement in order to formalize the commitment and use of these funds

**THEREFORE**, City and County agree as follows:

#### **1. Commitment and use of ARPA funds**

County hereby agrees to commit ARPA funds in the amount of \$500,000 on the terms and conditions contained in the Memorandum of Understanding entered into with the Food Bank on the same date of this Agreement. City hereby commits ARPA funds in an equal amount and on the same terms and conditions.

City shall pay a portion of its committed funds in order to purchase real property described as Parcel S07 000005 000 which Food Bank currently has under purchase contract. City shall be initial owner of record for this parcel upon closing. The remainder of City committed funds and full amount of County committed funds shall be used to assist Food Bank in construction of a food pantry to help improve food security for the residents of Statesboro and Bulloch County.

It is expressly contemplated that County and City will renegotiate the terms of this Agreement in the event any grant funds be awarded for the benefit of Food Bank.

2 **Governing Law.** This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

3 **Entire Agreement.** This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

5. **Amendments in Writing.** This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.

6. **Notices.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

**CITY:** Jonathan McCollar, Mayor,  
or the then current Mayor.  
50 East Main Street  
P.O. Box 348  
Statesboro, GA 30459  
(912) 764-0643

Charles Penny, City Manager,  
Or the then current City Manager  
50 East Main Street  
P.O. Box 348  
Statesboro, GA 30459  
(912)764-0683

**With A Copy to:**

Cain Smith, City Attorney  
or the then current City Attorney  
50 East Main Street  
P.O. Box 348  
Statesboro, GA 30459  
(912) 764-0643

**COUNTY:**

Roy Thompson, Chairman of the Board of Commissioners,

or the then Chairman of the Board of Commissioners.  
115 North Main Street  
Statesboro, GA 30458  
(912)764-6245

Thomas Couch, County Manager,  
or the then County Manager.  
115 North Main Street  
Statesboro, GA 30458  
(912)764-6245

**With A Copy to:**

Jeffrey S. Akins, County Attorney,  
or the then County Attorney.  
115 North Main Street  
Statesboro, GA 30458  
(912)764-6245

7. **Severability.** If any provision of this Agreement shall be held or deemed to be inoperative or unenforceable by a court of competent jurisdiction under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

8. **Limitation of Rights.** Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

**IN WITNESS WHEREOF**, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

**MAYOR AND CITY COUNCIL OF STATESBORO**

By: \_\_\_\_\_  
**JONATHAN M MCCOLLAR, Mayor**

Attest: \_\_\_\_\_  
**LEAH HARDEN, City Clerk**  
**[SEAL]**

**Approved as to Form:**

\_\_\_\_\_  
**CAIN SMITH, City Attorney**

**BULLOCH COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
**ROY THOMPSON, Chairman**

Attest: \_\_\_\_\_  
**OLYMPIA GAINES, Clerk to the Commission**  
**[SEAL]**

**Approved as to Form:**

\_\_\_\_\_  
**JEFFREY S. AKINS, County Attorney**

# 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 10, 2022

**RE:** June 21, 2022 City Council Agenda Items

**Policy Issue:** *Consideration of Memorandum of Understanding between City, Bulloch County, and Food Bank regarding provision of real property and construction funding to assist Food Bank with obtaining a new food pantry facility.*

**Recommendation:** Approval

**Background:** Food Bank is currently operating at former Julia P Bryant elementary school. This site is not appropriate for installation of a permanent food pantry facility due to physical constraints and likelihood of conversion of real property to residential use.

**Budget Impact:** \$500,000 in received ARPA funds

**Council Person and District:** All

**Attachments:** Proposed MOU

**FOOD BANK ARPA ASSISTANCE  
MEMORANDUM OF UNDERSTANDING**

**THIS AGREEMENT**, made and entered into this 21st day of June, 2022, by and between the CITY OF STATESBORO (“City”), a municipal corporation chartered under the laws of the State of Georgia, BULLOCH COUNTY (“County”), a political subdivision of the State of Georgia, , and THE FOOD BANK, INC (“Food Bank”) hereinafter referred to as the “Parties”

WITNESSETH:

**WHEREAS** County and City recognize the need to provide real property and private infrastructure to Food Bank in order to continue their operation and address food security issues in Statesboro and Bulloch County;

**WHEREAS** City and County have entered into an Intergovernmental Agreement committing American Rescue Plan Act funds in an amount up to \$500,000 each to assist Food Bank in the acquisition and construction of a new food pantry facility;

**WHEREAS** Food Bank currently has Parcel S07 000005 000 (“Parcel”) under purchase contract in order to construct a physical facility at such location and continue with its provision of services to the residents of Statesboro and Bulloch County;

and

**WHEREAS** it is in the best interest of the Parties to memorialize the promises to each other regarding the provision and use of the aforementioned ARPA funds.

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

1. **Contract:** City of Statesboro hereby agrees to pay the amount owed for purchase of Parcel. Title to Parcel shall initially vest in City. Escrow funds paid by Food Bank to enter into the real property purchase agreement shall be applied to purchase price and not be refunded to Food Bank.
2. **Use of Funds and Parcel:** Food Bank shall make improvements on the Parcel in order to construct a food pantry. Should cost of improvements and acquisition of real property exceed the amount of committed funds Food Bank will be required to cover any remaining costs. Food Bank agrees to incur all maintenance and utilities costs associated with use of Parcel and improvements thereon. City and County have committed ARPA funds up to a total amount of \$1,000,000 for the sole purposes of purchasing the Parcel and funding construction of the food pantry facility.
3. **Food Bank Executive Director and Board Membership:** Food Bank agrees to hire an executive director as soon as possible. Food Bank further promises to expand or reconstitute its Board membership to better represent different segments of the community. Food Bank shall also allow for appointment of a voting ex-officio Board member from both City and County to serve until such time as construction of the food pantry facility is completed. Compliance with the provisions of this section shall be a condition precedent for any County or City funding being issued to Food Bank beyond the acquisition cost of the Parcel.

4. **Escrow Funds and Environmental Assessment:** Parties acknowledge and

agree that escrow funds paid by Food Bank to enter into Parcel purchase agreement shall be applied to purchase price paid by City at closing and that Food Bank paid for a Phase 1 environmental assessment of Parcel for which Food Bank will not be reimbursed with City and County committed funds. In the event this MOU is terminated due to impossibility of proceeding with project due to lack of success with grant applications and/or Food Bank fundraising efforts, City shall refund any escrow amount paid by Food Bank

5. **Grant Application.** City and County agree to cooperate with Food Bank in application for any appropriate grant funding, including serving as fiscal agent.. Should grant funding be received Parties agree to renegotiate the terms of this Agreement.
6. **Amendments to this Agreement.** This Agreement may be amended by the mutual agreement of all the Parties hereto. Such Amendment shall be in writing to be attached to and incorporated into this Agreement.
7. **Termination:** This Agreement shall terminate upon unanimous consent of the Parties. In the event adequate funding cannot be secured for construction of the food pantry facility within sixty (60) months of closing on the Parcel, City and County may jointly terminate this MOU without the consent of Food Bank.
8. **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
9. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Georgia.
10. **Modification.** This Agreement may be modified at any time with the written mutual consent of all Parties.

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

\_\_\_\_\_  
**LARRY COLBERT**  
Chairman, The Food Bank, Inc.

**MAYOR AND CITY COUNCIL OF STATESBORO**

2

By: \_\_\_\_\_  
**JONATHAN M MCCOLLAR, Mayor**

Attest: \_\_\_\_\_  
**LEAH HARDEN, City Clerk**  
**[SEAL]**

**Approved as to Form:**

\_\_\_\_\_  
**CAIN SMITH, City Attorney**

**BULLOCH COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
**ROY THOMPSON, Chairman**

Attest: \_\_\_\_\_  
**OLYMPIA GAINES, Clerk to the Commission**  
**[SEAL]**

**Approved as to Form:**

\_\_\_\_\_  
**JEFFREY S. AKINS, County Attorney**



# 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:** Jason Boyles, Assistant City Manager

**From:** Darren Prather, Central Services Director

**Date:** June 14, 2022

**RE:** One year contract extension: General Liability/Workers Comp and Health Ins. Brokerage Services

**Policy:** Purchasing

### **Recommendation:**

Staff recommends the following contract extensions for brokerage services be awarded to the following companies for the following insurance coverage areas:

1. Assured Partners (Glenn Davis & Assoc.)—General Liability and Workers Comp Insurance Brokerage Services

It is recommended Assured Partners be awarded an extension for brokerage services for general liability and workers compensation insurance. Originally, the contract would end August 14, 2022 per the original three year contract. This extension would carry this contract until December 31, 2023. If approved, this extension would be for approximately sixteen additional months in order to allow it to co-terminate at the same time as our health insurance brokerage services currently administered by NFP.

2. NFP—Health Services Brokerage Services

It is recommended NFP be awarded an extension to provide brokerage services for health insurance services. Originally, this contract was for a five year period ending in December 31, 2022. If approved, this extension would be for twelve additional months and would terminate on December 31, 2023.

### **Background:**

The City of Statesboro in recent history has utilized the request for qualifications (RFQ) process to select brokerage services for both General Liability/Workers Comp and Health Insurance services. Historically, these contracts terminated at different times due to their original inception dates and other adjustments needed in the past. It is desired to extend the health services brokerage contract due to the new health clinic program that is about to begin and to provide stability as we enter this process with a new company. Also, stability and consistency is desired as we hopefully exit the worst of the Covid era to see the actual effects on our health services cost and functionality. In consideration of the general liability/workers comp brokerage extension, we are seeing an improvement over the last two years in workers comp claims and Travelers is consistently offering good rates and coverage services. Lastly, it is desired to extend these two brokerage contracts for the stated time periods to have them terminated at the same time. It is believed this will put the City in a good position to market these services at the same time thus, producing a more attractive package for insurance companies to bid on.

**Budget Impact:** All Departments

**Councilmember and District:** All

**Attachments:** None

# 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 13, 2022

**RE:** Transit System - Bus Shelters

**Policy Issue:** Purchasing

### Recommendation:

Staff recommends approval of purchasing contract to Hasley Recreation for three (3) bus shelters for use in the City's Transit System in the not to exceed amount of **\$33,367.22** and authorize the Mayor to proceed with procurement of the products listed below:

### Poligon bus shelters:

•	Material/Freight	\$33,367.20
•	Labor	<u>\$ 0.00 (installation by Public Works)</u>
	<b>TOTAL:</b>	<b>\$33,367.20</b>

### Background:

As part of the City of Statesboro transit system implementation plan, due to the number of anticipated bus riders at the following locations, staff has identified three (3) locations for installation of a bus stop shelter. The locations are the transit transfer station, the Bulloch County Vital Records/Wellness Center, and Cambridge Apartments. The shelters are also from the same vendor the bus shelter on the Blue Mile Streetscape Improvements

### Budget Impact:

The city will receive a discount for multiple items ordered from the vendor Hasley and purchase through Sourcewell contract. Funding will be from 2018 TSPLOST.

### Council Person and District:

All Districts represented

### Attachment:

Quote



QUOTE

**Hasley Recreation, Inc.**

P.O. Box 489, Flowery Branch, GA 30542  
 (770) 965-4042 / sales@hasley-recreation.com  
 www.hasley-recreation.com

QUOTE NO. 156148  
 DATE June 2, 2022  
 EXPIRATION DATE 31-Jul-22

CUSTOMER CITY OF STATESBORO  
 50 E. MAIN STREET  
 STATESBORO, GA 30458

SHIP TO BUS SHELTER  
 STATESBORO, GA 30458

CALL AHEAD [andrew.grimes@statesboroga.gov](mailto:andrew.grimes@statesboroga.gov)

SALESPERSON	MANUFACTURER	PAYMENT TERMS	Colors
Eric Hasley	Poligon	50% DOWN / NET 15	TBD

QUANTITY	Model Number	Description	UNIT PRICE	LINE TOTAL
3.00	CWE-8X6MR	8' X 6', MULTI-RIB ROOF, 1 SIDE METAL BENCH W/ BACK	\$ 11,220.00	\$ 33,660.00
		SOURCEWELL DISCOUNT	\$ (2,692.80)	(2,692.80)

Quotation prepared by: Allison Hasley

- 1) Hasley Recreation is a manufacturer's representative and does not do installations.
- 2) Tongue and Groove Wood Decking is #1 kiln dried Southern Yellow Pine. There is no stain on them. Pre-Stained can be done for an upcharge.
- 3) Price includes only standard powdercoat and roof color options. Custom colors and some specialty colors are additional costs. Underside of metal roofs is primer white.
- 4) Price includes anchor bolts unless otherwise specified. Parasol Fabric Shades do not include anchor bolts.
- 5) Wood Shelters are Direct Bury unless Surface Mount is specifically requested and indicated above.
- 6) Installation is performed by a third party installation crew. WC insurance will be provided through them. Please see additional terms & conditions regarding installation.

SUBTOTAL \$	30,967.20
FREIGHT \$	1,900.00
SALES TAX	
INSTALL	
DRAWINGS	500.00
TOTAL \$	33,367.20

*Thank you for your business!*

# CITY OF STATESBORO



## COUNCIL

Phil Boyum, District 1  
Paulette Chavers, District 2  
Venus Mack, District 3  
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50 EAST MAIN STREET • P.O. BOX 348  
STATESBORO, GEORGIA 30459-0348

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

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

**Date:** June 13, 2022

**RE:** Recommendation of Low Bidder for "ENG: 122n East Grady Street Sidewalk from South Main Street to Mulberry Street."

**Policy Issue:** Purchasing

### Recommendation:

After being properly advertised the East Grady Street RFP only received one bid .The bidder, T.R. Long Engineering P.C, meets the requirements of the bid package and submitted a responsive bid. Staff recommends awarding this contract to T.R. Long Engineering P.C, in the amount of \$31,400.00.

### Background:

The sole bidder is T.R. Long Engineering P.C, with a bid of \$31,400.00.This project will consist of the construction of a 5' sidewalk along East Grady Street from South Main Street to Mulberry Street. This project will include any drainage infrastructures, easements and property acquisitions needed to install the sidewalk. Furthermore, this will increase sidewalk connectivity throughout the City by connecting South Main Street to McTell Trail and South Zetterower Avenue.

### Budget Impact:

The budget for design of this project is \$50,000 in FY2023. The bid submitted by T.R. Long Engineering P.C is within this budget amount. The funding to construct the project will be paid from 2018 TSPLOST

### Council Person and District:

District 2, Councilmember Paulette Chavers

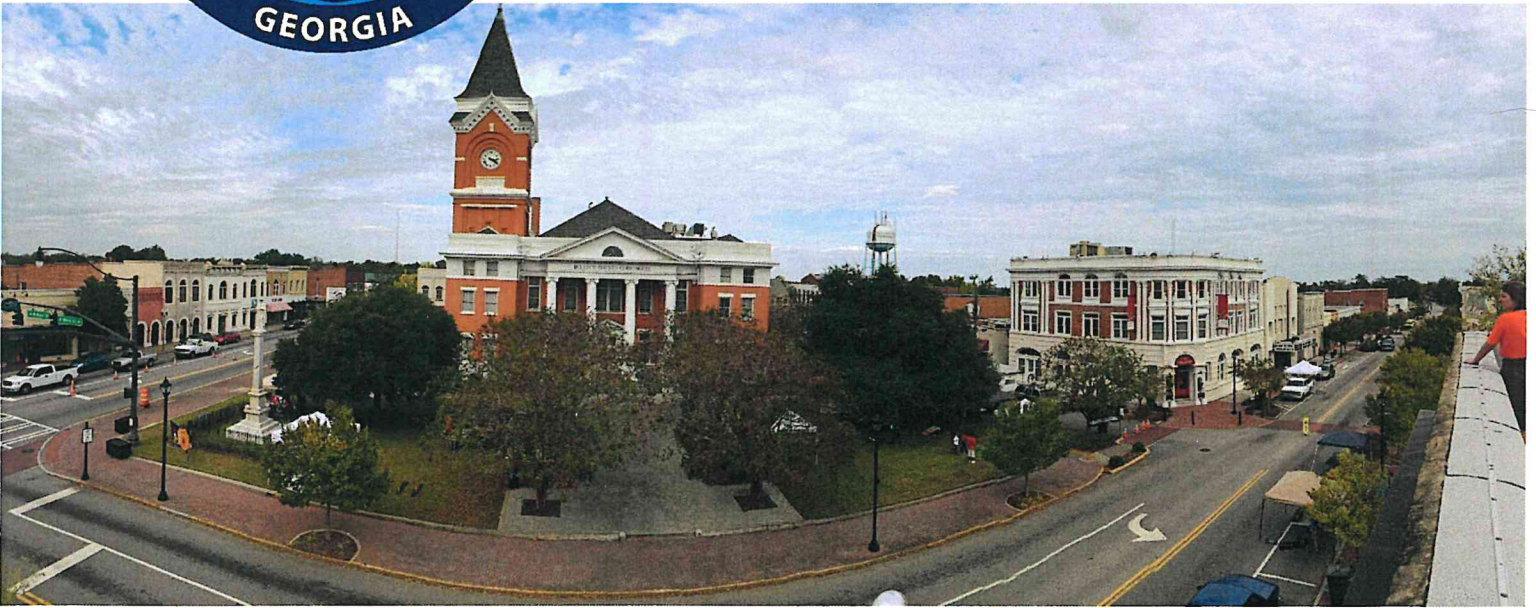
CC: Bid Proposal

# T. R. LONG ENGINEERING, P.C.

CITY OF STATEBORO

*Request for Proposals: ENG-122N*

ENGINEERING DESIGN SERVICES



114 North Commerce Street  
Hinesville, Georgia 31313  
(912) 368-5664 Office  
(912) 368-7206 Fax



1000 Towne Center Blvd.  
Suite 304  
Pooler, Georgia 31322  
(912) 355-1046

June 1, 2022

Mr. Darren Prather  
City of Statesboro  
Department of Central Services Office  
22 West Grady Street  
Statesboro, Georgia 30458

Re: **Request for Proposals No. ENG-122N**  
Engineering Design Services

Dear Mr. Prather:

Thank you for the opportunity to submit this proposal to provide Professional Engineering Services for the Grady Sidewalk from South Main Street to Mulberry Street. After reviewing the Request for Proposal, we feel confident in our ability to meet the requirements of the City of Statesboro in providing the necessary engineering related services.

T. R. Long Engineering, P.C. has a rich history of assisting municipalities and city governments in completing projects that benefit and enrich the lives of their citizens. It is our goal to develop strong relationships and listen to our client's needs. Using those relationships, we endeavor to design and develop a value-based project to serve the City of Statesboro.

T. R. Long Engineering, P.C. has selected an experienced and talented Project Team to provide engineering design and contract administration services for the City of Statesboro. Their relevant project experience is extensive, and they possess the ability to meet the proposed scope of services within the proposed project schedule.

Again, we appreciate the opportunity to present this submittal. I, along with other members of the Project Team, will be glad to meet and discuss our qualifications in greater detail if necessary. We look forward to working with you and the City of Statesboro on this and future projects.

Should you have any questions, comments or need additional information please contact us.

Sincerely,

A handwritten signature in blue ink that reads "TRLONG".

Trent R. Long, P. E.

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## Past Performance

T. R. Long Engineering, P.C. has successfully completed the design and construction of many roadway, drainage, and sidewalk projects. roadway and drainage improvement projects. One of our specialties is completing these projects in heavy developed areas, while minimizing impact to the residents and area traffic. The list of projects below represents a fraction of our experience.

### Phillips Avenue Roadway and Drainage Improvements - City of Port Wentworth

T. R. Long Engineering, P.C. prepared construction plans for the complete rebuild of Phillips Avenue which was failing along its entire length. Phillips Avenue is in old town Port Wentworth and was built more than 70 years ago with a narrow-paved roadway, roadside ditches, and numerous utilities. The improvements included replacing the subgrade, base, and pavement for the entire length of roadway. The project included replacing the roadside ditches with curb and gutter and rebuilding the entire drainage system. The construction cost for this project was \$1,795,937.00.



### State Route 196 Sidewalks and Bacon Road Sidewalks – Liberty County

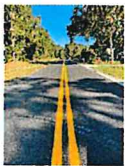


T. R. Long Engineering, P.C. prepared construction plans for installing handicap accessible sidewalks along both sides of State Route 196 west of the City of Hinesville. The length of improvements was approximately 8,000 feet along the centerline of State Route 196. The project included installing 5' sidewalks, ADA and GDOT compliant ramps at roadway crossings, drainage improvements, and the installation of a handrail along a steep embankment. The project also included the installation of sidewalks along Bacon Road. Bacon Road is a residential roadway that was built over forty-years ago with a paved roadway and roadside ditches. The sidewalk installation included approximately 2,000 feet of five-foot wide sidewalk and included a railroad crossing. The total project amount \$368,278.52

### Roadway and Drainage Improvements – Ware County North, West, 4th, 5th, 11th, 16th, Barber & Stoneback Streets

T. R. Long Engineering, P.C. prepared construction plans for paving and drainage improvements for an old subdivision in unincorporated Ware County. The project consisted of the construction of roadway and drainage improvements for North Street, West Street, 4<sup>th</sup> Street, 5<sup>th</sup> Street, 11<sup>th</sup> Street, 16<sup>th</sup> Street, Barber Street and Stoneback Street. These roadways were dirt roads with roadside ditches in a low-lying area of Ware County. The project included the design and construction of paved roadways and community wide drainage improvements. The construction cost for this project was \$1,843,514.50.

### Youmans Road Roadway Improvements – Liberty County



Youmans Road is one of the eastern most roadways in Liberty County. This roadway parallels a marsh area and has views of the Atlantic Ocean and St. Catherine's Island. The drainage along Youmans Road was very poor. There were few roadside ditches, and the roadway was often flooded. The project consisted of the paving of the existing dirt road and the installation of curb and gutter, drainage ditches and other drainage improvements. The construction cost for this project was \$637,553.00

### Roadway and Drainage Improvements – Ware County Musket Trail, Marshall Lane, Everett Road and Rowell Road

T. R. Long Engineering, P.C. prepared construction plans for paving and drainage improvements for various roadways in unincorporated Ware County. The project consisted of the construction of roadway and drainage improvements for Musket Trail (4,200-feet), Marshall Lane (600 feet), Everett Road (1,000 feet), and Rowell Road (1,900 feet). These roadways were dirt roads with roadside ditches in a low-lying area of Ware County. The project included the design and construction of paved roadways and drainage improvements. The construction cost for this project was \$1,672,659.70

### Roadway Improvements for Ware County – Smith Road

T. R. Long Engineering, P.C. prepared construction plans and Right of Way plats for paving and drainage improvements for Smith Road. Smith Road is a road that connects Highway 84 and Highway 82. The section of Smith Road included in this project is a dirt road section with very little roadside drainage. The right of way was also substandard. New rights of way were obtained by Ware County using the plats we prepared. The project includes the installation of graded aggregate base, asphalt pavement and drainage improvements. The length

of the roadway improvements for Smith Road is approximately 8,091 linear feet. Construction is ongoing. The construction cost for this project is \$1,223,294.00.

#### Roadway Improvements for Antrim Road - City of Port Wentworth

Antrim Road is an existing roadway in old town Port Wentworth, Georgia. The existing roadway has a failing asphalt surface, curb, and gutter. T. R. Long Engineering, P.C. prepared construction documents to rebuild Antrim Road. The project consisted of the removal and replacement of approximately 3706 square yards of asphalt and base material, as well as the installation of under-drains and drainage improvements. Construction is ongoing. The construction cost for this project is \$598,118.00.



#### Roadway Improvements for Red Robin Road - City of Port Wentworth



Red Robin Road is a paved roadway in Port Wentworth with curb and gutter and an inverted crown. The existing storm water system was failing to provide adequate drainage and accelerated the roadway failure. This roadway serves townhomes on each side of the roadway. The project consisted of the demolition of 0.12 miles of existing roadway and storm water system and the installation of a new paved roadway with normal crown. Changing to a normal crown required the entire replacement of the existing drainage system. New sidewalks are included as a part of this project. Construction is ongoing. The construction cost for this project is \$448,600.00.

#### ABC Avenue South Extension - Ware County

ABC Avenue is an existing roadway in Ware County just north of the City of Waycross. ABC Avenue serves the Jamestown community. The Jamestown community is located east of a major CSA Railroad. Trains are often stopped on the tracks in the Jamestown community waiting to enter the rail yard in Waycross. These trains completely block access to the 100 plus homesites in the Jamestown community. Emergency vehicles are often blocked from providing services in this area. Several years ago, a Jamestown resident died after having a heart attack because a stopped train blocked the ambulance from transporting the patient to the hospital. The goal of this project is to provide access to the transportation system around the rail lines. The current proposal is to construct a new roadway across a wetland and creek to an adjacent neighborhood. The proposed work includes upgrading CSX Railroad crossings, the construction of a new asphalt roadway and the construction of a new 180-foot long bridge. Design of the roadway and drainage systems are complete. Permitting of the wetland crossing is complete. The design of the new bridge is underway. It is anticipated that construction will begin in late 2022.

#### Hinesville Sidewalk Infrastructure and Americans with Disabilities Act Improvements - Hinesville

T. R. Long Engineering, P.C. prepared construction plans for the construction of sidewalk improvements at multiple locations throughout the City of Hinesville. The improvements included the installation of sidewalks, ADA accessibility improvements, concrete pads for bus stop shelters associated with the transit system, and associated stormwater system improvements. To date nine areas have been improved.



## Project Team and Responsibilities/Specialized Experience

T. R. Long Engineering, P.C. has planned, prepared, and assisted with the construction of numerous roadway, drainage, and sidewalk projects, with multiple projects residing within the GDOT Right of Way. Over the past twenty-two years, most of our projects have involved the construction and reconstruction of roadway systems, drainage systems and sidewalks. T. R. Long Engineering, P.C. is pre-qualified by the Georgia Department of Transportation for the work proposed under this request for qualifications.

T. R. Long Engineering, P.C. specializes in providing engineering services to local governments and meeting the needs of both staff and elected officials for projects from the planning stage throughout the construction process. These services include personalized project planning, production of development and construction documents, assisting with funding requirements, permitting, bidding, construction administration, construction observation and quality control.

T. R. Long Engineering, P.C. is especially strong with projects that involve installations in areas that are heavily populated and that have numerous utility conflicts. Our plans are prepared to anticipate as many conflicts as possible. However, every project will have unexpected conflicts. We enjoy a good reputation for being able to quickly devise and design a resolution that is beneficial for the project and the client. In addition, we are often able to keep these projects within budget despite the conflicts.

The quality staff at T. R. Long Engineering, P.C. includes eighteen employees at two locations. Our staff includes three professional engineers licensed in the State of Georgia, two Georgia professional land surveyors, two civil designers, GIS and drafting technicians, qualified project inspectors and administrative staff.

Mr. Trent R. Long, P.E. will be the lead engineer for this project. Mr. Long has thirty-five years of experience in the engineering field and is a 1987 graduate of Georgia Southern College. As shown on the attached resume, Mr. Long has a strong background in the design and construction of roadway, drainage systems, and municipal water and sewer systems. Mr. Long currently serves as the County Engineer for Liberty County and has held that position for almost twenty-seven years. Mr. Long will be responsible for communications with commission staff and board members. All design and document preparation will be under his direction and supervision. Mr. Long will also oversee staff in the administration and monitoring of the construction contract.

Mr. Joseph Stuckey, III (Jamie) P.L.S. will be the lead surveyor and project coordinator for this project. Mr. Stuckey has over twenty-three years of experience in project coordination/management of civil projects. Mr. Stuckey is a 1994 graduate of Georgia Southern University and a resident of Bulloch County.

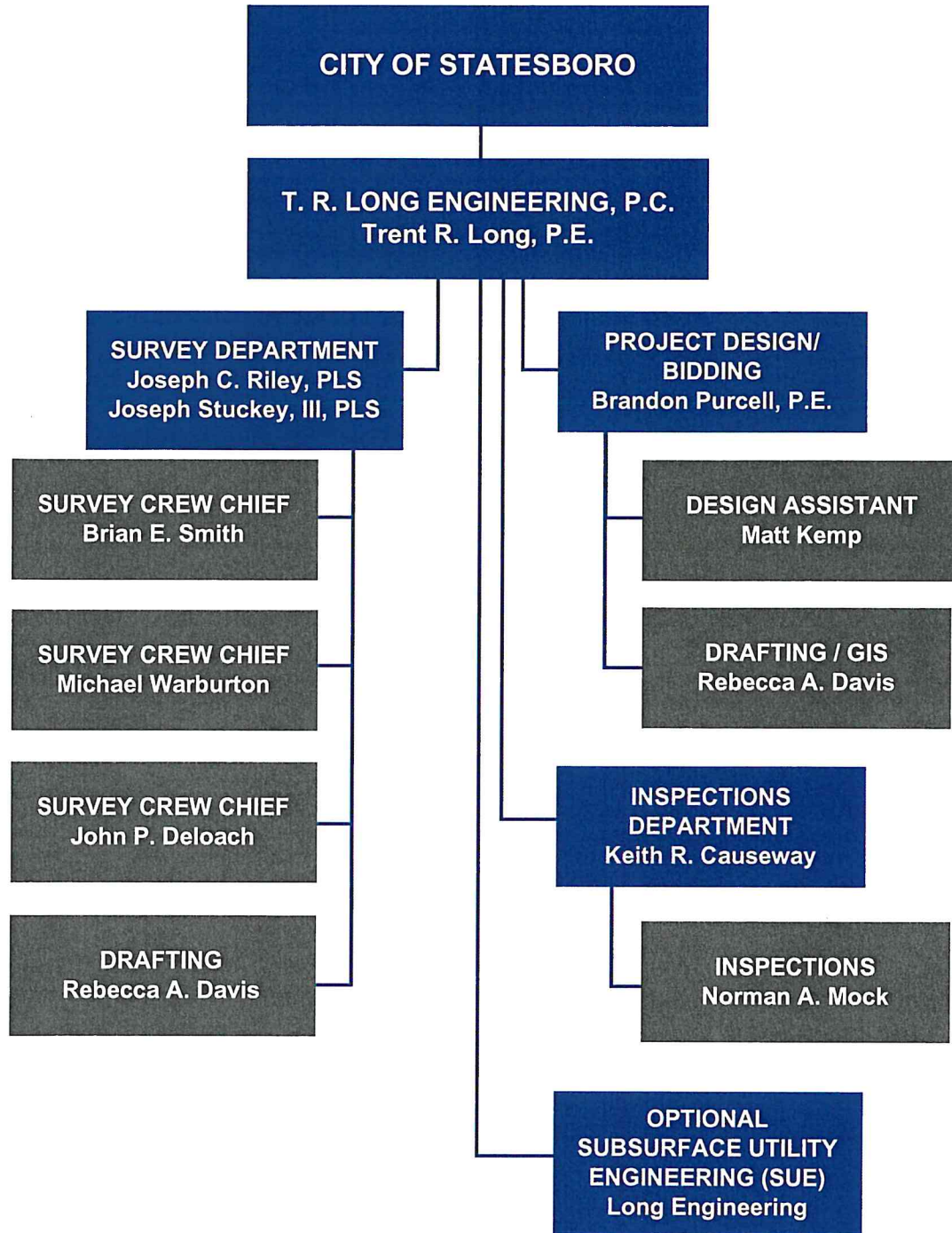
T. R. Long Engineering, P.C. runs anywhere from three to five survey crews daily. We maintain updated and calibrated equipment. We currently have three top quality survey grade GPS units, four robotic total stations, one standard total station and other necessary survey equipment. Our survey staff members are well trained and courteous. Our survey department produces top quality surveys and maintain a high level of accuracy.

Mr. Brandon Purcell, P.E. is a 2005 graduate from Georgia Southern University. Mr. Purcell will provide project design. He will be responsible for plan preparation and permitting.

Ms. Rebecca Davis will provide drafting services for this project. Ms. Davis is a 2012 graduate from Georgia Southern University with a degree in Geography. She also holds an associate degree from Ogeechee Tech in Geographic Information Systems (GIS).

Mr. Keith Causeway will provide construction observation services for this project. Mr. Causeway is a retired Army Veteran with several overseas tours. Mr. Causeway is detail oriented and holds contractors to high standards. He is fair and consistent with the contractor always protecting the interest of the client. Mr. Causeway has had more than ten years of experience with the inspection of construction and the administration of construction contracts.

# Organizational Chart



# TRENT R. LONG, P.E. | SENIOR PROJECT ENGINEER

**A. EDUCATION:** Bachelor of Civil Engineering Technology, Georgia Southern College, Statesboro, Georgia

**B. REGISTRATION:** Georgia Registered Professional Engineer: No. 21744; Qualified Personnel – Georgia Storm Water NPDES Permit

**C. RELEVANT EXPERIENCE:** Trent R. Long, P.E., a longtime resident of Hinesville, is the owner of T. R. Long Engineering, P.C. and has been in business for more than twenty years. Mr. Long began his engineering career after college by working with P.C. Simonton and Associates, Inc. where he worked on numerous City of Hinesville projects ranging from transportation projects to utility projects. After six years of service in Hinesville, Mr. Long accepted employment with G. Ben Turnipseed Engineers in Atlanta, Georgia where he focused on water and sewer projects as well as various other projects. After two years in Atlanta, Mr. Long accepted a full-time position with the Liberty County Board of Commissioners as the County Engineer for Liberty County. As the County Engineer, Mr. Long managed and designed multiple roadway and transportation projects, environmental projects, drainage projects and provided support to various other County departments. After five years as the full-time county engineer, Mr. Long seized the opportunity to open a private practice. As part of the opening of this practice, Mr. Long secured a contract with Liberty County to provide contract county engineering services. Mr. Long still provides these services. In recent years, Mr. Long has been able to secure prequalification from the Georgia Department of Transportation in several area classes and has been successful in completing projects with Department of Transportation funding as well as design requirements.



## **Downtown Streetscape County Annex to Memorial Drive, Hinesville, Georgia**

Mr. Long's role was the project manager and County Engineer for the downtown street scape project located between the Courthouse Annex and Memorial Drive along Commerce Street. This project involved the demolition of an existing building, mitigating contaminated soils and the construction of the parking area located behind the Courthouse annex as well as the streetscape along Commerce Street. This project included the relocation of utilities, lighting, landscape design and hardscape design. Mr. Long was in charge of all design, utility coordination and plan preparation.

## **Highway 196, Hinesville, Georgia – State Route 119/196 Sidewalk Improvements**

T. R. Long Engineering served as the General Engineering Consultant and the Owners Representative for the extension of sidewalks along both sides of State Route 119/196 from Citation Boulevard to Airport Road. The sidewalk project was completed in two phases with two construction contracts. Phase one used LMIG and local sales tax funding and included sidewalk along the north side of SR 119/196 from Citation Blvd to Live Oak Church Road. Phase two was funded by a GDOT FY2017 Multimodal Safety and Access Grant and included sidewalk on both sides of SR 119/196 from Joyner Road to Airport Road. Mr. Long's role was the project manager with duties including grant administration, design, utility coordination, plan preparation, bidding, and construction inspection.

## **Phillips Avenue Redevelopment, Port Wentworth, Georgia – Lead Engineer**

T. R. Long Engineering, P.C. served as the General Engineering Consultant and the Owners Representative on the Phillips Avenue redevelopment project in old town Port Wentworth. The intent of this project was to redevelop a historic residential street that was originally constructed around the time that Port Wentworth was founded. This project provided completely reconstructed roadways and access for residents across four city blocks. It also updated and relocated existing water and sanitary sewerage facilities in the area including a major water line serving Imperial Sugar and the surrounding industries at the port. Mr. Long served as the project manager and lead designer and was responsible for all aspects of the project from concept to design then ultimately to project completion and delivery to the city.

## **County Engineer for Liberty County**

Mr. Long has served as the County Engineer for Liberty County for the past 27-years. Mr. Long served as the County Engineer in a full-time capacity from 1995 until 2000. Since 2000 Mr. Long has held the position as the County Engineer under contract. During this tenure Mr. Long has planned, secured funding, designed, bid, and constructed many roadway and sidewalk projects. Mr. Long's duties include general engineering services for Liberty County including providing engineering expertise for the preparation of construction plans and specifications for planned projects including, but not limited to, roadway improvements, sidewalk improvements, drainage improvements, and various other plans as needed. Mr. Long provides contract/construction administration services and construction observation services.

# BRANDON D. PURCELL, P.E. | PROJECT ENGINEER

**A. EDUCATION:** Bachelor of Civil Engineering Technology, Georgia Southern University, Statesboro, GA.

**B. REGISTRATION:** Georgia Registered Professional Engineer: No. 040981

**C. RELEVANT EXPERIENCE:** Project Engineer at T.R. Long Engineering. Design roadways, general site plans, water systems, drainage systems, sewerage systems, and subdivision design. Utilize AutoCAD Civil 3D and HydroCAD software for site design and hydrology reports. Conduct field investigations and surveys, preparing regulatory agency submittals, preparation and review of technical specifications and preparation of bid documents for various projects.



## **Roadway Improvements for the Wahoma Area, Waycross, Georgia – Project Engineer**

Prepared a complete set of construction plans and bid documents, in accordance with and conforming to the Ware County code of ordinance and standard specifications, for the roadway and drainage improvements of multiple streets in the Wahoma area. The work included construction of approximately 2.75 miles of two-lane roadway including upgraded drainage and relocation or adjustments of existing utilities. Responsible for leading environmental, local and GDOT permitting, roadway design, drainage design, bid document preparation, and site inspections.

## **Roadway Improvements for 3<sup>rd</sup> Street, Midway, Georgia – Project Engineer**

T. R. Long Engineering, P.C. prepared a complete set of construction plans and bid documents, in accordance with and conforming to the Liberty County code of ordinance and standard specifications, for the roadway improvements of 3<sup>rd</sup> Street. The work included construction of approximately 0.21 miles of two-lane roadway including upgraded drainage designs and relocation or adjustments of existing utilities. Mr. Purcell was responsible for obtaining all permits, roadway design, drainage design, bid document preparation, and site inspections.

## **Roadway Improvements for Youman's Road, Colonel's Island, Georgia – Project Engineer**

T. R. Long Engineering, P.C. prepared a complete set of construction plans and bid documents, in accordance with and conforming to the Liberty County code of ordinance and standard specifications, for the roadway improvements of Youman's Road. The work included construction of approximately 0.75 miles of two-lane roadway including upgraded drainage designs and relocation or adjustments of existing utilities. Mr. Purcell was responsible for obtaining all permits, roadway design, drainage design, bid document preparation, and site inspections.

## **Roadway Improvements for Smith Road, Waycross, Georgia – Project Engineer**

Prepared a complete set of construction plans and bid documents, in accordance with and conforming to the Ware County code of ordinance and standard specifications, for the roadway and drainage improvements to Smith Road. The work included construction of approximately 1.5 miles of two-lane roadway including upgraded drainage and relocation or adjustments of existing utilities. Responsible for leading environmental, local and GDOT permitting, roadway design, drainage design, bid document preparation, and site inspections.

## **Roadway Improvements for Cactus Street, Waycross, Georgia – Project Engineer**

Prepared a complete set of construction plans and bid documents, in accordance with and conforming to the Ware County code of ordinance and standard specifications, for the roadway and drainage improvements to Cactus Street. The work included construction of approximately 0.22 miles of two-lane roadway including upgraded drainage and relocation or adjustments of existing utilities. Responsible for leading environmental, local and GDOT permitting, roadway design, drainage design, bid document preparation, and site inspections.

## **Roadway Improvements for Holmesville Road, Jesup, Georgia – Project Engineer**

Prepared a complete set of construction plans and bid documents, in accordance with and conforming to the Wayne County code of ordinance and standard specifications, for the roadway and drainage improvements to Holmesville Road. The work included construction of approximately 2.3 miles of two-lane roadway including upgraded drainage and relocation or adjustments of existing utilities. Responsible for leading environmental, local permitting, roadway design, drainage design, bid document preparation, and site inspections.

## **Roadway Improvements for Hortense Road, Jesup, Georgia – Project Engineer**

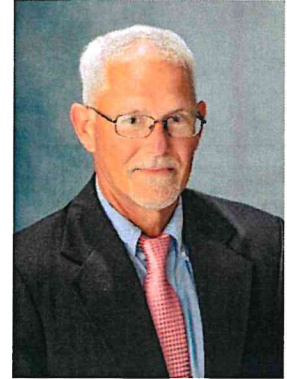
Prepared a complete set of construction plans and bid documents, in accordance with and conforming to the Wayne County code of ordinance and standard specifications, for the roadway and drainage improvements to Hortense Road. The work included construction of approximately 2.21 miles of two-lane roadway including upgraded drainage and relocation or adjustments of existing utilities. Responsible for leading environmental, local permitting, roadway design, drainage design, bid document preparation, and site inspection.

# JOSEPH C. RILEY, PLS | PROJECT SURVEYOR

**A. EDUCATION:** A.S.C.E.T. Central Piedmont Community College, Charlotte, North Carolina

**B. REGISTRATION:** Georgia Registered Land Surveyor # 3048

**C. RELEVANT EXPERIENCE:** Mr. Riley is a veteran of the United States Marine Corps where he spent five years serving our country. He has been in the surveying profession for over 27 years. As a registered land surveyor for T. R. Long Engineering, P.C., Mr. Riley has completed numerous surveys for projects located in an urbanized area such as the Community Road area in the City of Brunswick. Mr. Riley is adept at locating existing property lines and identifying rights of way in densely populated areas. He is also experienced in performing detailed topographic and utility surveys.



## **Glynco Parkway Right-of-Way Topographic Survey for new Waterline Installation, Glynn County, Georgia – Lead Surveyor**

This project included providing surveying services for the Brunswick-Glynn County Joint Water and Sewer Commission for an upcoming water system extension along Glynco Parkway. Mr. Riley served as the lead and supervising surveyor. The work included researching records for the limits of the existing rights of way, coordinating utility locations, establishing survey control throughout the project area, supervising survey crews, data collection of field conditions, supervision of surveying techniques, reduction of field data and boundary resolution, supervision of drafting services and product delivery.

## **Phillips Avenue Rehabilitation, Port Wentworth, Georgia – Lead Surveyor**

This project included the complete reconstruction of Phillips Avenue in old town Port Wentworth, Georgia. Phillips Avenue was initially constructed around the time that Port Wentworth was founded. This project included the rebuilding the roadways with the installation of curb and gutter, the relocation of conflicting water and sanitary sewerage systems and the protection of a very old 42" water main serving the Imperial Sugar Refinery. Mr. Riley served as the lead and supervising surveyor. The work included researching records for the limits of the existing rights of way, coordinating utility locations, establishing survey control throughout the project area, supervising survey crews, data collection of field conditions, supervision of surveying techniques, reduction of field data and boundary resolution, supervision of drafting services and product delivery. Mr. Riley also provided limited construction staking during the construction phase of this project.

## **Barnsley Road Rehabilitation, Port Wentworth, Georgia – Lead Surveyor**

This project included the complete reconstruction of Barnsley Road in old town Port Wentworth, Georgia. Barnsley Road was initially constructed around the time that Port Wentworth was founded. This project included the rebuilding the roadways with the installation of curb and gutter, the relocation of conflicting water and sanitary sewerage systems. Mr. Riley served as the lead and supervising surveyor. The work included researching records for the limits of the existing rights of way, coordinating utility locations, establishing survey control throughout the project area, supervising survey crews, data collection of field conditions, supervision of surveying techniques, reduction of field data and boundary resolution, supervision of drafting services and product delivery.

## **Brunswick Glynn County Joint Water and Sewer Commission – Lead Surveyor**

T. R. Long Engineering, P. C. was the design engineer for the extension of the sewer system into areas off Community Road that are currently unserved.

## **Roadway Improvements for the Wahoma Area, Waycross, Georgia – Lead Surveyor**

This project included the complete reconstruction of the Wahoma area for an upcoming road and drainage improvement project in Waycross, Georgia. The Wahoma area is an older subdivision that was developed in the 80's. This project included the rebuilding the roadways with the installation of drainage infrastructure including roadside ditches, the relocation of conflicting utilities and the paving of approximately 2.75 miles of existing dirt roads. Mr. Riley served as the lead and supervising surveyor. The work included researching records for the limits of the existing rights of way, coordinating utility locations, establishing survey control throughout the project area, supervising survey crews, data collection of field conditions, supervision of surveying techniques, reduction of field data and boundary resolution, supervision of drafting services and product delivery. Mr. Riley also provided limited construction staking during the construction phase of this project.

## **Jesup Streetscape, Jesup, Georgia:**

Project Surveyor for the streetscape mapping of downtown Jesup. Mr. Riley led the field operations for the data compilation and Right-of-Way location using GDOT standards and tolerances by utilizing GPS, robotic and conventional surveying equipment.

# JOSEPH J. STUCKEY III, PLS | PROJECT SURVEYOR & ENGINEERING DESIGNER

**A. EDUCATION:** Bachelor of Sciences in Civil Engineering Technology Statesboro, Georgia

**B. REGISTRATION:** Georgia Registered Land Surveyor # 3050, GSWCC Level No. 14245

**C. RELEVANT EXPERIENCE:** Mr. Stuckey a longtime resident of Bulloch County, is the Manager of the Savannah Office, Project Land Surveyor and Engineering Designer at T.R. Long Engineering. Mr. Stuckey grew up in the surveying business. His father was a Registered Land Surveyor and owned Stuckey Land Surveying. Mr. Stuckey began his engineering career after college by working with EMC Engineering where he worked on numerous projects ranging from transportation projects to utility projects. After eighteen months of service, Mr. Stuckey accepted employment with James W. Buckley & Associates Architects and Engineers in Swainsboro, Georgia for 26 years. Mr. Stuckey focused on design of roadways, general site plans, water systems, drainage systems, sewerage systems, and school design. Utilize AutoCAD Civil 3D software for site design. Conduct boundary and topographic surveys, preparing regulatory agency submittals, preparation and review of technical specifications and preparation of bid documents for various projects. In January of 2022, Mr. Stuckey started work with T.R. Long Engineering.



## **Julia P. Bryant Elementary School, Statesboro, Georgia – Project Engineer**

Prepared a complete set of construction plans and bid documents. The work included construction of new elementary school on a 19.41-acre site. Site Design included grading, drainage utilities and site design. Responsible for leading design, local permitting, roadway design, drainage design, bid document preparation, and site inspections.

## **Walnut Street Paving, Statesboro, Georgia – Project Surveying & Project Engineer**

Prepared a complete set of construction plans and bid documents, in accordance with and conforming to the City of Statesboro code of ordinance and standard specifications, for the roadway and drainage improvements. The work included construction of approximately 530 feet of two-lane roadway including upgraded drainage and relocation or adjustments of existing utilities. Responsible for leading local utility coordination, roadway design, drainage design, bid document preparation, and site inspections

## **First Southern National Bank (Queensboro Bank), Statesboro, Georgia – Project Engineer**

Prepared a complete set of construction plans and bid documents, in accordance with and conforming to the City of Statesboro code of ordinance and standard specifications. The work included site design, grading, drainage utilities and site design. Responsible for leading design, local permitting, roadway design, drainage design, bid document preparation, and site inspections.

## **South Grady Street Sidewalks, Portal, Georgia –Project Engineer**

Prepared a complete set of construction plans and bid documents for the sidewalk and drainage improvements. The work included construction of approximately 1700 linear feet of sidewalk including upgraded drainage and relocation or adjustments of existing utilities. Responsible for leading local, sidewalk design, drainage design, bid document preparation, and site inspections.

## **Sallie Zetterower Elementary School, Statesboro, Georgia – Project Engineer**

Prepared a complete set of construction plans and bid documents. The work included construction of new elementary school on a 20.77-acre site. Site Design included grading, drainage utilities and site design. Responsible for leading design, local permitting, roadway design, drainage design, bid document preparation, and site inspections.

## **Statesboro High School, Statesboro, Georgia – Project Engineer**

Prepared a complete set of construction plans and bid documents. The work included construction of new high school on a 40+/-acre site. Design was done to keep existing school operational while new school was constructed. Site Design included grading, drainage utilities and site design. Responsible for leading design, local permitting, roadway design, drainage design, bid document preparation, and site inspections.



# REBECCA A. DAVIS | GIS AND DRAFTING SERVICES

**A. EDUCATION:** Bachelor of Arts in Geography, Georgia Southern University, Statesboro, Georgia; A.S. in Geographic Information Systems, Ogeechee Technical College, Statesboro, Georgia

**B. REGISTRATION:** GSWCC Level 1A Certification #80244

**C. RELEVANT EXPERIENCE:** Ms. Davis oversees Geographic Information Systems and drafting services for T. R. Long Engineering, P.C. Ms. Davis assists the engineers and surveyors with the preparation of plats and construction plans. Ms. Davis is responsible for the maintenance of information for roadways and utilities for Liberty County and various other public and private clients. She has also worked for the City of Hinesville GIS Department gaining valuable experience in the management of information and mapping. She is skilled in the use of ArcGIS software by ESRI and AutoCAD Civil 3D. Responsibilities include reduction of field notes and data points to create maps and base drawings for design, preparation of construction plans, layout of proposed facilities, preparation of topographic maps, generating both existing and proposed contours, preparation of easement plant, preparation of boundary plats, preparation of exhibits and general preparation of graphics. Ms. Davis is also experienced in the preparation of erosion, sedimentation, and pollution control plans.



## **Glynco Parkway Right-of-Way Topo for New Waterline, Glynn County, Georgia**

Assisted Project Surveyor in the completion of a survey map in accordance with the Brunswick-Glynn County Joint Water and Sewer Commission drawing standards. This project included preparing a complete survey map showing all existing conditions in the proposed project area. The map included a topographic survey, all existing utilities including water, sewer, gas, power and telecommunications, all existing features and existing right-of-way.

## **County Farm Road, Pierce County, Georgia**

Assisted the Lead Engineer in the relocation of County Farm Road. This project included full design of roads, drainage, and infrastructure to meet local and state requirements. Ms. Davis assisted in the preparation of preliminary exhibits, the preparation of the topographic and boundary maps for use in design, the preparation of construction plans and the preparation of the erosion, sedimentation, and pollution control plan. Ms. Davis also prepared all right of way and easement plats for the project.

## **ABC Avenue Extension (North and South Segments) Ware County, Georgia**

Assisted the Lead Engineer in the preparation of base maps, construction plans, right of way plats and easement plats for the extension of ABC avenue between Jordan Road and Ternest Road (North Section) and between Wacona Road and Blalock Road (South Section). This project included the extension of approximately two miles of roadway along the CSX Railroad. Work included the coordination with CSX Transportation for permitting.

## **Brunswick Glynn County Joint Water and Sewer Commission**

T. R. Long Engineering, P. C. was the design engineer for the force main pump station 202. Ms. Davis assisted the project surveyor in completion of the survey map.

## **Liberty County, US Hwy 196 Sidewalks**

T. R. Long Engineering, P.C., prepared a complete set of construction plans and bid documents for the installation of 6,413 linear feet of sidewalk along State Route 196 in Liberty County. The sidewalk was designed for ADA compliance at all driveway turnouts and street intersections. Responsible for site design, bid document preparation, and GDOT permitting.

## **City of Hinesville, Hinesville Sidewalk Infrastructure**

Assisted the Lead Engineer in the preparation of base maps, construction plans and easement plats for the installation of sidewalk and bus stop pads along various roadways in the City of Hinesville. The sidewalk was designed for ADA compliance at all driveway turnouts and street intersections. Ms. Davis assisted in the preparation of the sidewalk design, construction plans and bid document.

## KEITH CAUSEWAY | INSPECTOR

**A. EDUCATION:** Architectural Engineering, Porter and Chester Institute, Enfield, Connecticut; Construction Management & Engineering Administration, Park University, Parkville, Missouri; Technical Engineer Supervisor, United States Army

**B. REGISTRATION:** GSWCC Level 1B Certified Inspector #23080

**C. RELEVANT EXPERIENCE:** As Engineering Technician, Mr. Causeway performs project design, handles contract administration and is the primary construction inspector on private, municipal and county projects. Tasks include design and construction administration of sanitary sewer system projects, water system projects, roadway improvement projects, subdivisions, developments, commercial and NPDES storm water inspections. Mr Causeway is retired from the United States Army after 22 years. His specialties were in the engineering and surveying fields. Upon retiring from the army, Mr. Causeway worked for P.C. Simonton and Associates, Inc as a field inspector. In 2014, Mr. Causeway began employment with T. R. Long Engineering, P.C. Since that time, he has served as an on-site project manager, designer, and lead inspector. In addition, Mr. Causeway has been the primary representative on multiple projects for the City of Port Wentworth including acting as the interim facility inspector.



### **Hatcher Point Road Widening, Ware County, Georgia – Project Inspector**

This project involved the widening of Hatcher Point Road in Waycross, Georgia from a two-lane road to a four-lane highway with a center turn lane. Including the relocation of the utilities, the project costs are over six million dollars. This project also included moving the water and sanitary sewer facilities out from under the proposed roadway. This project was sponsored by Ware County and is partially funded by the Georgia Department of Transportation. All work was completed in accordance with the Georgia Department of Transportation requirements. Mr. Causeway has served as the resident inspector throughout the construction process. He has completed all required inspections, preformed contract administration duties, prepared all required reports, as well as managed all project records.

### **City of Port Wentworth, Phillips Avenue Roadway Improvements – Project Inspector**

Mr. Causeway's role was the on-site project manager and lead inspector for the Phillips Road redevelopment project in old town Port Wentworth. This project included the complete reconstruction of Phillips Avenue in old town Port Wentworth, Georgia. Phillips Avenue was initially constructed around the time that Port Wentworth was founded. This project included the rebuilding the roadways with the installation of curb and gutter, the relocation of conflicting water and sanitary sewerage systems and the protection of a very old 42" water main serving the Imperial Sugar Refinery. Mr. Causeway served as the resident inspector for this project. He coordinated with the contractor for the installation of all utilities including water and sanitary sewerage systems, drainage, grading and paving. Mr. Causeway was instrumental in resolving all conflicts that were found during construction. Mr. Causeway also managed the construction contract so that the project was completed within the contract amount.

### **Hendley Road and Monteith Road Roadway Improvements, Port Wentworth, Georgia**

Mr. Causeway's role was the on-site project manager and lead inspector for this project. Hendley Road and Monteith Road together connect State Route 30 to State Route 21 and act as a by-pass around the State Route 21 and Interstate 95 interchange. This project included widening of the roadways, drainage improvements and complete surface overlay. Mr. Causeway used his skills to administer the construction contract, monitor for quality construction and manage a high traffic project.

### **Liberty County, State Route 196 Sidewalk Improvements**

Project management and inspections of completed sidewalk project along State Route 196 including sidewalks, handicap ramps, crosswalks, and drainage

### **Long County, State Route 57 Sidewalk Improvement Project**

Project management and inspections of completed sidewalk project along State Route 57 including sidewalks, handicap ramps, crosswalks, elevated pedestrian walkway and bridge

### **Liberty County, Highway 84, and Bill Carter Road Intersection Improvements**

Project management and inspections of complete realignment of an existing intersection which included base, pavement and storm drainage ensuring proper coordination with the Georgia Department of Transportation.

# Scope of Services

T. R. Long Engineering, P.C. is pleased to submit this proposal. This proposal covers the following project:

1. ENG – 122N : Grady Street Sidewalks from South Main Street to Mulberry Street

## Concept Design- 30%

T. R. Long Engineering, P.C. endeavors to prepare construction drawings to show all necessary improvements required to construct the project. The construction plans will contain detailed drawings, profiles, cross sections, and standard details necessary to construct the required improvements. The plans will incorporate the current City of Statesboro details and typical sections as well as the Georgia Department of Transportation standard specifications and standard details as appropriate.

T. R. Long Engineering, P.C. will identify findings of potential conflict. The design will strive to avoid conflicts where physically and financially feasible. T. R. Long Engineering, P.C. will work with utility companies and private utilities to minimize the impact of conflicts. Should any utilities need to be relocated because of the design we will work with the utility owner and the City to design a resolution that is feasible for all parties. These conflicts will need to be identified as early in the design process as possible so that there is ample time to coordinate the solution.

Draft plans will be submitted for review by the City of Statesboro. Plan submissions will occur at 30% completion, 60% completion, and 90% design level. Detailed opinions of probable costs will be made with each submission. Explanations for adjustments to the previous opinion of probable costs will be made with each submission.

1. Field Survey - T. R. Long Engineering, P.C. will provide in-house surveying services for project.

The initial activity will be to research available property and utility information for the project area. This will include deed and plat research in both the Bulloch County Clerk of Courts office and the Tax Assessor's office. This information will be used to assist in the field location of rights of way and property lines. The records of existing utilities will be reviewed for the presence of existing utilities.

T. R. Long Engineering, P.C. will establish both vertical and horizontal control throughout the project. The horizontal datum will be based on the Georgia State Plane coordinate system, East Zone. The vertical datum will be based on NAVD88. All units will be in U.S. Survey feet. T. R. Long Engineering, P.C. will provide a minimum of two (2) NGS B-order (or higher) stations that shall be connected for the horizontal network and two (2) third order (or higher) benchmarks shall be connected for the vertical network in accordance with Rule 180-7-.04(2) of the Rules and Regulations of the State of Georgia Department of Transportation.



All property corners and rights of way will be located. The monumentation found along with deeds, plats and other information will be used to locate or identify missing monumentation. The owner's name, property address, parcel number and any additional information required will be shown on the survey plats and construction plans.

A boundary survey and topographic survey will be completed for the entire proposed project area. Spot elevations will be shown at a minimum grid of 50-foot. The topographical survey will include all visible improvements such as buildings, fences, permanent signs, sidewalks, curb and gutter, edge of pavement, driveways, mailboxes, and other structures located on the project property or within ten feet of the right of way limits if accessible.

All visible storm structures (swales, ditches, pipes, curb inlets, drop inlets, catch basins, junction boxes, flared end sections, headwalls and any other structure that is associated with the stormwater conveyance system) will be located. Material types, sizes, top elevations, inverts, apparent slopes, and the like will be shown.

The field investigation information will be shown on existing condition drawings. These drawings will identify any discrepancies or conflicts in boundaries and right of way and any visible encroachments. The flood zone for the project area will be shown. In addition, lines delineating the different flood zones will be shown.

2. Develop Key Project Design Criteria, Preliminary Drawings, Specifications and 30% Cost Estimate - As a part of the Concept Design, T. R. Long Engineering, P.C. will develop concept drawings and prepare project design criteria. From these criteria, a list of drawings, specifications and design considerations will be established. Also, a preliminary opinion of probable cost will be prepared.

3. Concept Drawings - T. R. Long Engineering, P.C. will prepare up to three concept drawings based on the City of Statesboro input, the existing conditions, the design considerations, and the location of existing utilities. The concept drawings will show a proposed sidewalk route and proposed drainage improvements.
4. Prepare Drainage Report - T. R. Long Engineering, P.C. will prepare a detailed drainage report for the proposed improvements. This report will be provided to the City of Statesboro for review.
5. Coordinate and Attend 30% Review Meeting - T. R. Long Engineering, P.C. will coordinate and attend the 30% review meeting. We will be responsible for preparing the meeting agenda as well as preparing minutes of the 30% review meeting. The minutes will be distributed for review. Once the minutes are approved, they will be recorded as part of the project documentation.

As a result of the 30% review meeting, City of Statesboro will provide comments and select a preferred concept. T. R. Long Engineering, P.C. will base the design on the chosen concept.

#### **Preliminary Design – 60%**

1. Develop Drawings and Specifications of Preferred Concept, Sequence of Construction and Site Consideration - T. R. Long Engineering, P.C. will further develop the construction drawings and specifications of the preferred concept to a level of approximately 60% complete. During this phase, the design considerations will be formalized for the project and a detailed layout will be shown that will include profiles, necessary cross sections, and pertinent details. A project team meeting will be held to discuss the status of the project and any probable conflicts or restrictions. At this stage, a constructability review will be completed.
2. Develop 60% Cost Estimate - The preliminary opinion of probable cost will be updated based on the design at the 60% design phase. The estimate will be presented to the City of Statesboro. These costs will be used to determine any changes in the project.
3. Coordinate and Attend 60% Review Meeting and Walkthrough - T. R. Long Engineering, P.C. will coordinate and attend the 60% review meeting. During this meeting, a constructability review and site walk-through will be conducted. We will be responsible for preparing the meeting agenda as well as preparing minutes of the 60% review meeting. The minutes will be distributed for review.
4. Prepare plats for additional rights of way and easements as required. These plats can be used by the City of Statesboro to obtain the additional rights of way and easements from the respective property owners.
5. Permitting - T. R. Long Engineering, P.C. enjoys good relationships with many of the governing authorities and reviewing agencies. T. R. Long Engineering, P.C., on behalf of the City of Statesboro, will submit and assist in the acquisition of the necessary permits and approvals required for the construction of this project. Permits or licenses may be required from the Georgia Environmental Protection Division, the Georgia Department of Transportation, the U.S. Army Corps of Engineers, Bulloch County, the City of Statesboro, and various other public and private utilities.

T. R. Long Engineering, P.C. will prepare the documents necessary to assist in obtaining approval of governmental authorities having jurisdiction over the design or operation of the project. We will also prepare the required documentation to obtain approval from railroad companies that are affected by the project.

#### **Final Design – 90%**

1. Finalize Drawings, Specs, Sequence of Construction, Site Considerations - T. R. Long Engineering, P.C. will further develop the construction drawings and specifications of the preferred concept to a level of approximately 90% complete. During this phase, the final design considerations will be formalized for the project and detailed construction plans and specifications will be prepared for final review prior to bidding and letting. A project team meeting will be held to discuss the status of the project and any probable conflicts or restrictions.
2. Develop 90% Cost Estimate - The preliminary opinion of probable cost will be updated based on the design at the 90% design phase. The estimate will be presented to the City of Statesboro.
3. Coordinate and Attend 90% Design Review Meeting - T. R. Long Engineering, P.C. will coordinate and attend the 90% review meeting. During this meeting the final construction plans and specifications will be reviewed, the sequence of construction will be discussed, and other site considerations will be presented for incorporation into the bid set of documents. We will be



responsible for preparing the meeting agenda as well as preparing minutes of the 90% review meeting. The minutes will be distributed for review.

#### **Bid Ready Plans**

1. Finalize Drawings and Specifications, Sequence of Construction, Site Consideration and Bid Ready Cost Estimate
2. T. R. Long Engineering, P.C. will incorporate any changes and comments of design considerations from the 90% completion meeting into the construction plans, technical specifications and bid documents. All documents will be prepared in a format so that the City of Statesboro can advertise for bids.
3. The preliminary opinion of probable cost will be updated based on the final design. The estimate will be presented to the City of Statesboro. The contents of the detailed cost estimate can be utilized for the project
4. T. R. Long Engineering, P.C. will provide support during the bidding and letting process by answering request for information and attending necessary meetings and bid openings.

## Cost Proposal

T. R. Long Engineering, P.C. proposes to provide Engineering & Surveying services for this project for **\$31,400.00**.

The following hourly rates will be used for services provided by T. R. Long Engineering, P.C. that are billed at hourly rates. These rates are valid for a period of six months from the letter of agreement or proposal date:

Senior Engineer	\$ 150.00/hour
Project Engineer	\$ 100.00/hour
Professional Land Surveyor	\$ 105.00/hour
Survey Crew	\$ 100.00/hour
CADD Draftsman/GIS Operator	\$ 75.00/hour
Project Inspector	\$ 85.00/hour
Clerical	\$ 40.00/hour
Large Document Copies	\$0.50/Sq. Ft.
Mileage	\$0.55/mile
Plat Filing Fee	\$10.00/per page
Plat Processing Fee	\$5.00/one time

## Engineering License

T. R. Long Engineering, P.C. is licensed to provide both engineering and land surveying services in the state of Georgia. The following pages show copies of the licenses for the following requirements:

- Georgia Secretary of State – Engineering Firm, PEF003508
- Georgia Secretary of State – Surveying Firm, LSF001309
- Georgia Secretary of State – Trent R. Long, Professional Engineer, PE021744
- Georgia Secretary of State – Brandon Purcell, Professional Engineer, PE040981
- Georgia Secretary of State – Joseph C. Riley, Land Surveyor, LS003048
- Georgia Secretary of State - Joseph J. Stuckey III, Land Surveyor, LS003050

The following personnel are certified for the preparation and inspection of erosion, sedimentation and pollution control plans and activities:

- GSWCC Level II – Trent R. Long, P.E.
- GSWCC Level II – Brandon D. Purcell, P.E.
- GSWCC Level II – Joseph J. Stuckey III, P.L.S.
- GSWCC Level 1B – Keith Causeway
- GSWCC Level 1A – Rebecca Davis

## Professional Standing

T. R. Long Engineering, P.C. is in good standing with the following agencies:

- Georgia Secretary of State
- Georgia Board of Land Surveyors and Engineers
- The City of Hinesville (Business License)
- City of Savannah (Business License)

T. R. Long Engineering, P.C. is current with regards to all Federal, State and Local taxes.

T. R. Long Engineering, P.C. is current on all outstanding debts and obligations.

## **Litigation History**

T. R. Long Engineering, P.C. has not been involved in any litigation in the past ten (10) years with clients where the firm was found responsible or paid settlement charges. Nor has any member of T. R. Long Engineering, P.C. has been involved in such litigation. There are no active claims against T. R. Long Engineering, P.C. or against clients where T. R. Long Engineering, P.C. is named.

## **Involuntary Terminations**

Neither T. R. Long Engineering, P.C. nor Trent R. Long, P.E. has ever been involuntarily removed from a contract or failed to complete a contract.

## **Suspension and Debarment**

To the best of our knowledge T. R. Long Engineering, P.C. has not been suspended or debarred from any contracts with the City of Statesboro.

## **Additional Forms**

Previous projects of similar scope included forms that needed to be completed as part of the submittal process. No project specific forms were included on the City Website. Forms can be provided upon request if needed.



Timothy E. Grams  
Fire Chief

# Statesboro Fire Department

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



Jonathan M. McCollar  
Mayor

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## City Council Agenda Memorandum

**To:** Charles Penny, City Manager

**From:** Timothy E. Grams, Fire Chief

**Date:** 6-15-22

**RE:** Purchase of TNT Hydraulic Extraction Tools

**Policy Issue:** NA

**Recommendation:** Allow the Statesboro Fire Department to move forward with the purchase of three (3) complete sets of TNT Hydraulic Extraction tools in the amount of \$ \$24,000.00 (\$8,000.00 per set) from Ten-8 Fire & Safety LLC.

**Background:** The Fire Department currently utilizes two (2) different brands of extraction tools (Holmatro and TNT) which has created operational challenges. The Fire Department has been working over the past few years to standardize these tools to ensure interoperability and improve efficiency on all emergency scenes requiring vehicle extraction. While the tools recommended for purchase are used, the Fire Department has received written confirmation that the manufacturer (TNT) will honor the lifetime warranty, just as if these tools were purchased new. Based on quotes received from an authorized TNT dealer, the cost per set of these tools new would be approximately \$27,000.00 (\$81,000.00 total for 3 sets). Given that the purchase of these three (3) sets of extraction tools will accomplish the Fire Department goal of standardizing all hydraulic extraction tools along with the substantial cost savings, I would strongly recommend allowing the Fire Department to proceed with the purchase. All applicable documentation and/or processes associated with this purchase has been acquired in accordance with the City's Purchasing Policy.

I feel it appropriate to mention that while this purchase, if approved, would address all current needs regarding our hydraulic extraction equipment, the Fire Department is working toward the purchase of a set of battery operated extraction tools. It is the Fire Department's intention to work toward this purchase in the near future which will be done so in accordance with the City Purchasing Policies and Procedures.

**Budget Impact:** This purchase will utilize budgeted funds from the 2013 SPLOST.

**Council Person and District:** All

**Attachments:** None



# 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 13, 2022

**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 21, 2022 Agenda Item

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**Policy Issue:** Proposal to Provide Consultant Services for Housing Inspection Services, Plan Review Services, and Building Official Services, on an **As-Need** Basis; also, to Provide Permitting Software at No Charge.

**Background:** The Planning and Development Department is responsible for coordinating plan reviews as well as providing building inspection and building code interpretation services to its applicants. This function has been served by two employees. Both of these positions have been vacated, although one employee has continued in his role as building inspector, but has technically moved to another department.

The City has advertised extensively to fill these positions. However, due to the heavy activity within the construction industry, it has become difficult to find qualified candidates with the required certifications. Therefore we have explored contracting with an outside consultant to provide these services on an as-need basis; as well as to require that all employees provided by said consultant possess all state building inspection certifications.

As a note, in my previous position with the City of Milton, GA, I worked with this company and can relate that the services they provided were seamless as well as professional. Additionally, this company also provides similar services to the following cities: Auburn, Danielsville, Garden City, Grovetown, Lilburn, Sandy Springs, as well as Macon-Bibb and Twiggs counties.

**Recommendation:** Staff recommends approval of a contract with the firm: SAFEbuilt, Georgia, LLC. To commence on July 1, 2022.

**Budget Impact:** \$100,000 from the "Personnel" line-item within the Department's budget. This is a conservative "not to exceed" amount based on hourly employee rates as submitted by the consultant and the estimated work load for inspections and plan review services. Note: The cost for two building inspectors, including benefits is \$161,460. Additionally, it is anticipated that the department would save an annual amount of \$20,000 for permitting software (to be provided free by consultant).

**Council Member District:** All

**Attachment:** Proposal from SAFEbuilt, Georgia, LLC

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF STATESBORO, GEORGIA  
AND SAFEbuilt GEORGIA, LLC**

This Professional Services Agreement (“Agreement”) is made and entered into by and between City of Statesboro, Georgia, (“Municipality”) and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (“Consultant”). Municipality and Consultant shall be jointly referred to as “Parties”.

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, (“Services”); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Consultant shall provide the Services using Community Core Solutions hardware and software package in accordance with the provisions of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant’s invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided

to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

#### 11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

#### 12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available

to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that is it registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Kathy Field, Director of Planning & Development City of Statesboro PO Box 348 Statesboro, Georgia 30459-0348 Email: <a href="mailto:kathy.field@statesboroga.gov">kathy.field@statesboroga.gov</a>	Joe DeRosa, CRO SAFEbuilt, LLC 444 N. Cleveland, Suite 444 Loveland, CO 80537 Email: <a href="mailto:jderosa@safebuilt.com">jderosa@safebuilt.com</a>



24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Georgia, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

\_\_\_\_\_  
Gary Amato, CAO  
SAFEbuilt Georgia, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
City of Statesboro, Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
City of Statesboro, Georgia

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## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### As-Requested Building Official Services

- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Issue stop-work notices for non-conforming activities related to provided services – as needed

#### As-Requested Building, Electrical, Plumbing, Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliance inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

#### As-Requested Remote Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### As-Requested Permit Technician Services

- ✓ Provide qualified individuals to perform the functions of this position
- ✓ Facilitate the permitting process from initial permit intake to final issuance of permit
- ✓ Review submittal documents and request missing information to ensure packets are complete
- ✓ Provide front counter customer service as necessary
- ✓ Answer questions concerning the building process and requirements at the counter or over the phone
- ✓ Form and maintain positive relationships with Municipal staff and maintain a professional image
- ✓ Work with Municipal Clerk to facilitate Freedom of Information Act (FOIA) requests, if requested
- ✓ Provide inspection scheduling and tracking to ensure code compliance
- ✓ Act as an office resource to inspectors in the field

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS

- ✓ Provide Community Core in accordance with the terms and conditions of Exhibit C.

3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Consultant representative(s) will be available by phone and email

Deliverables			
<b>INSPECTION SERVICES</b>	Perform inspections received from the Municipality prior to 4:00 pm next business day		
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u> <ul style="list-style-type: none"><li>✓ Single-family within</li><li>✓ Multi-family within</li><li>✓ Small commercial within (under \$2M in valuation)</li><li>✓ Large commercial within</li></ul>	<u>First Comments</u> 5 business days 10 business days 10 business days 20 business days	<u>Second Comments</u> 5 business days or less 5 business days or less 5 business days or less 10 business days or less

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule:</b>	
Inspection Services <ul style="list-style-type: none"> <li>• Building, Mechanical, Plumbing, Electrical</li> <li>• Residential and Commercial</li> </ul>	\$90.00 per hour – two (2) hour minimum
Remote Plan Review Services <ul style="list-style-type: none"> <li>• Residential and Commercial</li> </ul>	\$95.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Building Official Services	\$105.00 per hour – one (1) hour minimum
Permit Technician Service	\$55.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$125.00 per hour – two (2) hour minimum
Re-Inspection Fee	\$90.00 per inspection
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

## **EXHIBIT C – COMMUNITY CORE SOLUTIONS TERMS AND CONDITIONS**

Insert next page

Meritage Systems CommunityCore: Description of Services

CITY OF STATESBORO, GEORGIA

This order form is subject to the [terms of service](#) and [privacy policy](#).

Meritage reserves the right to amend the terms of service and privacy policy at any time and without prior notice.

Applications and Services		One-Time Set-Up Fee	Annual Support and Licensing Fee	Number of Users
<b>CommunityCore</b> Including InspectorConnect iOS mobile app for building and code inspections	<input checked="" type="checkbox"/>	\$0.00	\$0.00	6
<b>Legacy Data Import: Permitting</b> Transfer of historical permit data from legacy system, assumes availability of readable data file or CSV	<input type="checkbox"/>	\$	\$	
<b>GIS Integration: Permitting</b>	<input type="checkbox"/>	\$	\$	
<b>Contractor &amp; Business Licensing</b>	<input checked="" type="checkbox"/>	\$	Included	
<b>CommunityConnect Online Permitting</b> Anywhere, anytime access for contractors to apply for permits, pay fees, check status, request inspections and upload plans	<input checked="" type="checkbox"/>	\$0.00 Includes Setup of CommunityCore Preferred Merchant Account for Credit Card Processing	\$0.00	6
<b>Online Payments</b> Non-Preferred Merchant Account: additional fee if Meritage Systems is not a preferred provider	<input checked="" type="checkbox"/>	\$	NA	
<b>System Training</b>	<input checked="" type="checkbox"/>		NA	
<b>Total:</b>		\$0.00	\$0.00	6

**CommunityCore Permit Management Features:**

**PAYMENT SHALL BE PURSUANT TO SECTION 5**

- Permitting and Inspection Management
- Address Import Setup
- Inspections (including mobile access & when available, InspecotrConnect app for iOS tablets)
- Contractor and Business Registration
- Plan Review Tracking and simple Planning/Zoning permits and workflow
- Reporting and Data Import/Export
- Complete configuration of permit type, terminology, fee structures, documents and user roles and permissions
- Permit Documents: Standard set of Permits, CO, TCO configured with your jurisdiction logo and information
- Customs Documents: Available for an additional charge
- Reports: Library of standard reports
- Custom Reports: Available for an additional charge
- Online Training for startup and post startup, ongoing and customer support
- Personalized support, including configuration updates
- Automatic updates of new features

These Service Terms of Use ("Agreement") constitute a contract between Meritage Systems, Inc., with offices at 3755 Precision Drive, Suite 140, Loveland, CO 80538 ("Meritage"), and you ("Customer"). This Agreement includes and incorporates the Order Form with which Customer purchased the Services and any subsequent Order Forms (submitted in written or electronic form), our Privacy Policy and our Copyright Policy. By accessing or using the Services, you agree to be bound by this Agreement. If you are entering into this Agreement on behalf of a company, organization or other entity, you represent that you have such authority to bind such entity and are agreeing to this Agreement on behalf of such entity. If you do not have such authority to enter into this Agreement or do not agree with these terms and conditions, you may not use the Services. Meritage reserves the right to revise this Agreement from time to time, at our sole discretion. By accessing or using the Services after such revisions, you agree to be bound by the revised Agreement.

**1. Definitions. For purposes of this Agreement the following terms have the following meanings:**

- a. "Account" means an account allowing access to the Services created in Customer's name.
- b. "Fees" means the fees for the Services.
- c. "Confidential Information" means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information that is not publicly available, and (e) the User IDs.
- d. "Customer Information" means all data, information or other content entered by or collected from Customer or any User that is entered into the Services by Customer or any User while accessing the Services. Customer Information includes any third-party information collected by Customer or any User and entered into the Services.
- e. "Documentation" means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by Meritage to Customer.
- f. "Go-Live Date" means the date on which the Services, hosted on a Production Server, become active.
- g. "Intellectual Property Rights" means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- h. "Order Form" means the form executed by the parties that describes the Services and any setup fees associated with the Services.
- i. "On-boarding" means the Set-Up and the Training, as specified in the Order Form.
- j. "Production Server" means the server on which the Services will be hosted.
- k. "Start of Service Date" is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
- l. "Services" means the publicly-available, online building department services provided by Meritage through its CommunityCore application, which can be accessed through the web site located at [www.app.communitycore.com](http://www.app.communitycore.com) and such other sites as may be designated by Meritage (each, the "Site" or collectively, the "Sites").
- m. "Set-Up" means defining workflows and permit types, entering fee schedules and setting up Users. The purpose of Set-Up is to configure the Production Server on which the Services for Customer will be hosted.
- n. "Set-Up Fees" means the fees for Set-Up specified in the Order Form.
- o. "Subscription Fees" means the annual subscription fee specified in the Order Form.
- p. "Technology" means the software, hardware and other technology used by or on behalf of Meritage to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
- q. "Training" means the services intended to familiarize Users on the use of the Services, as described in Section 4, and to verify configuration of the Production Server.
- r. "User ID" means each unique User identification name and password used for access to and use of the Services through the Account.
- s. "User" means anyone accessing the Services through Customer's Account.

**2. Customer's Access To And Use Of The Services.**

- a. Customer's Right to Access the Services. Subject to the terms of this Agreement Meritage grants to Customer a limited, non-exclusive, non-transferrable license to access and use the Sites and Services as specified in the Order Form during the term of this Agreement, solely for Customer's own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Sites or Services. Customer acknowledges that the Services are hosted by third-party hosting providers contracted by Meritage. Meritage reserves the right to change hosting provider from time to time and without notice to Customer.



- b. Certain Restrictions on Customer's Access. Customer will not, and will not permit any Users or any other party to: a) download or otherwise obtain a copy of the Technology in any form; (b) reverse engineer or otherwise derive the source code of the Service, Sites or Technology or otherwise modify, reverse compile, disassemble, or translate the Service, Sites or Technology or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or Licensor's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party.
- c. Customer's Use of the Services. (1.a) Accounts/User IDs. Customer will be provided with one or more User IDs to access the Services through the Account. Your Order Form specifies the number of user IDs and Read-Only IDs provided by Meritage to Customer under this agreement ("Subscription Cap"). Each User ID shall be linked to a single User and Customer agrees to limit usage of a User ID to the individual to which the User ID is assigned. Customer may request to increase the number of Users and the parties shall establish the terms under which such additional Users will be added. Customer shall use, and shall ensure that Users use, commercially reasonable efforts to ensure the security and confidentiality of all User IDs. In the event that the confidentiality of a User ID is or may be compromised, Customer shall promptly advise Meritage of the potential or actual compromise. Customer shall be responsible for the use of a User ID by unauthorized users. (1.b) Customer Information. Customer represents and warrants that it has all necessary intellectual and proprietary rights and licenses in and to any Customer Information to permit (i) it and its Users to enter Customer Information into the Services and (ii) to permit Meritage to perform the Services. Customer hereby grants to Meritage a fully paid-up, non-exclusive license to use, reproduce and create derivative works of the Customer Information as reasonably required to perform the Services. (1.c) Necessary Equipment. The Services are provided through the internet and Users must have an internet connection in order to access the Services. Meritage does not provide internet connectivity. Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all telecommunication services, hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Currently, the services may be accessed through the Chrome browser or the iOS mobile app provided they have been maintained to versions supported during the three-year period prior to the date on which access is sought. (1.d) Customer will not use and will not authorize any User to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Meritage Confidential Information or the Services be (A) disclosed or distributed in source code form, (B) made available free of charge to recipients, or (C) modifiable without restriction by recipients. (1.e) By using the Services, Customer agrees to be bound by the terms of [Meritage's Copyright Policy](#), which terms may be revised by Meritage at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Copyright Policy.
- d. Meritage will use reasonable commercial efforts to ensure that the Services perform substantially in accordance with the description of the services found at [www.app.communitycore.com](http://www.app.communitycore.com). The Services are subject to modification from time to time at Meritage's sole discretion, provided the modifications do not materially diminish the functionality of the Services provided by Meritage.
- e. Meritage will use reasonable commercial efforts to make the Services available to Customer and its Users. Notwithstanding the foregoing, Meritage reserves the right to suspend Customer's (or any of its Users') access to the Services: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Meritage, and fails to correct that breach within the applicable cure period; (iii) in the event that Customer breaches Section 2.2 or Section 7.2 of this Agreement or (iv) as it deems reasonably necessary to respond to any actual or potential security concerns.

- f. Customer acknowledges that the Services will require the Users and third parties for whom the Services are being performed by Customer to share with Meritage certain information for the purposes of providing the Services. This information may include personal information (such as email address, and/or phone number) regarding the Users or such third parties which Meritage will use for the purposes of providing the Services. Customer is fully responsible for obtaining the consent of each User and any third party to the use of his/her information by Meritage for purposes of providing the Services. Such use will be subject to and governed by the terms of Meritage's Privacy Policy, the current version of Meritage's privacy policy is available [here](#). Meritage reserves the right to revise the Privacy Policy at its sole discretion. By using the Services after the effective date of any such revision, Customer expressly agrees to be bound by the terms of the revised Privacy Policy.
- g. Customer will be fully responsible for Users' compliance with this Agreement. Any breach of this Agreement by a User shall be deemed to be a breach by Customer. Customer will promptly advise Meritage in the event that any User or third party revokes such consent or ceases to be a User. Customer is solely responsible for determining whether the Services are sufficient for Customer's purposes.

### 3. Set-Up.

- a. Set-Up Services. Subject to the terms of this Agreement Meritage will provide Customer with the Set-Up services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided. Customer Responsibilities and Certain Restrictions on Set-Up. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Set-Up and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Set-Up, along with all Users, have adequate computer skills to perform their tasks. Set up support required beyond the specified Set-Up shall be arranged upon the agreement of the parties and will incur an additional fee. Acceptance. The purpose of Set-Up is to configure the Services for availability on the Go-Live Date. During the Training, Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes. Upon completion of Training and prior to the Go-Live Date, Customer shall review and accept the Services by executing a form of acceptance provided by Meritage. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services.

### 4. Training.

- a. Training Services. Subject to the terms of this Agreement, Meritage will provide Customer with the Training services as described in the Order Form. Except to the extent provided in the Order Form, no such services will be provided.
- b. Delivery. All Training will be provided by Meritage using WebEx or an equivalent service agreed by the parties. Meritage will create a Training site for Customer and its Users to use for Training. In addition to WebEx training, the Training website will provide access to online documentation and training videos that may be accessed by Customer and its Users. Customer and its Users may access the Training web site on an unlimited basis through the Go-Live Date. Customer acknowledges that the Training website may not be available at all times and that Meritage shall have no liability as a result of the unavailability of the Training website.
- c. Customer Responsibilities and Certain Restrictions. Customer is responsible for providing information in a timely manner and in an appropriate format to allow Meritage to provide the Training and for ensuring the Customer resource(s) assigned to provide support to Meritage in performing the Training, along with all Users, have adequate computer skills to perform their tasks.
- d. Verification of Set-Up. Customer acknowledges that a primary purpose of the Training website is to verify functionality of the Services prior to the Go-Live Date. Customer will have the opportunity to evaluate the Set-Up and note any configuration errors. Upon discovery of an error, Customer will notify Meritage of the necessary configuration changes and Meritage will modify Set-Up to make the requested changes to the Training website.

### 5. Fees And Payment.

- a. . Fees. On the Effective Date, Customer will pay Meritage the Set-Up Fee as specified in the Order Form for Set-Up. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to Meritage the Subscription Fees as specified in Order Form, plus all applicable sales, use and other purchase related taxes (Customer shall be responsible for timely providing Meritage with a valid certificate of exemption from the requirement of paying sales, use or other purchase related taxes). Unpaid Fees are subject to a finance charge of one percent (1.0%) per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. In the case of any withholding requirements, Customer will pay any required withholding itself and will

not reduce the amount paid to Meritage on account thereof. In the event that Customer elects to increase the number of Users, the parties shall meet to discuss the impact on Set-Up and Subscription Fees. The Subscription Fees may be increased on an annual basis, as determined by Meritage, provided that any pricing increase will not exceed seven percent (7%) of the Subscription Fees per User for the immediately prior Term, unless the pricing was designated in the applicable Order Form as promotional or one-time. Meritage will provide 30 days advance notice of any increase in the Subscription Fees. By using the Services after the increase in the Subscription Fees becomes effective, Customer agrees to be bound by such new Subscription Fees. FEES AND FEE RATES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITH ANY THIRD PARTY WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY LAW.

- b. Payment. All Set-Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Except for the Set-Up Fee, which shall be paid prior to the performance of Set-Up, Customer shall pay all Fees and any other amounts set forth on each such invoice issued by Meritage under this Agreement within 30 days of the date of invoice. Fees are payable in advance and are non-refundable. In the event that Customer disputes the amount of any Fees, it shall so notify Meritage within the 30-day payment period. The failure to provide such notice shall be deemed agreement that the Fees are undisputed.

## 6. Confidentiality.

- a. Obligations. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees. Accordingly, each party as the recipient of Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will not disclose the Confidential Information of the Disclosing Party to any third party except as expressly provided herein and will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Either party may disclose the Confidential Information of the other party to the Receiving Party's employees, subcontractors and advisors who require access to such information for the performance of their obligations, all provided that the employees, subcontractors and/or agents have entered into confidentiality agreements with the Receiving Party that are at least as protective of the Disclosing Party's Confidential Information as are the terms of this Agreement. The Receiving Party shall be responsible for any disclosure or use of the Disclosing Party's Confidential Information by or through any employee, subcontractor or agent of the Receiving Party. For the avoidance of doubt, Customer acknowledges that Meritage utilizes the services of certain third parties in connection with the provision of the Services (such as data hosting) and such third parties will have access to Customer's Confidential Information, subject to compliance with this Section 6. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that, to the extent permitted by law, the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- b. Termination of Obligations. The Receiving Party's obligations under this Section 6 with respect to maintaining the confidentiality of any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party and is not subject to restrictions on disclosure and/or use; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The restrictions on use of the Disclosing Party's Confidential Information shall remain in effect for five years subsequent to the earlier of the termination of this Agreement or the date on which the obligation to maintain the Confidentiality of the Disclosing Party's Confidential Information terminates.
- c. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing

that it has fully complied with its obligations under this Section 6.3. For the purposes of this Section 6, Data, as defined in Section 7 below, shall not be considered Customer's Confidential Information.

- d. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.
- e. Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, provided that the terms and conditions may be disclosed if such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis to potential investors or acquirers in Meritage or any entity directly or indirectly controlling the majority voting interest in Meritage.

## **7. Ownership.**

- a. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer or its Users provide to Meritage, other than such information that is subject to disclosure under applicable freedom of information laws and regulations. During the termination notice period specified in Section 9, Meritage will provide Customer Information in the form of Meritage native format files containing permit data to Customer within 10 business days of receipt of a written request for that Customer Information, all at no additional charge.
- b. Meritage's Ownership. Meritage retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. Meritage's name, logo, and the product and service names associated with the Services are trademarks of Meritage or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services. In the event that Customer or any End User makes any suggestions for the addition of features to, or the improvement of the Services ("Feedback"), Meritage shall, to the maximum extent permitted by law, own all such Feedback, including any Intellectual Property Rights therein, and shall have the right to use such Feedback for any purpose without payment or accounting to Customer or any End User. Customer and/or End User agree to execute any and all materials reasonably required by Customer to perfect Customer's ownership in such Feedback and Intellectual Property Rights, all at Meritage's expense.

## **8. Data.**

- a. Meritage will have the right to collect non-personally identifiable data and anonymized information resulting from Customer Information and Customer's use of the Services ("Customer Data") for purposes of (i) benchmarking of Customer's and others performance relative to that of other groups of customers served by Meritage (for the avoidance of doubt, Customer Data will be provided to third parties only as part of a larger body of anonymized data); (ii) sales and marketing of existing and future Meritage services; (iii) monitoring Service performance and making improvements to the Services and Sites.
- b. Backup and Recovery. Meritage shall provide, either directly or through its hosting partner, the following recovery services: 7.2.1 Hosting infrastructure recovery processes 7.2.2 Application recovery processes 7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

## **9. Term and Termination.**

- a. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement or the applicable Order Form. Upon the expiration of the initial term, if any, specified in the Order Form, Customer may terminate this Agreement upon not less than 90 days advanced written notice to Meritage. Except with respect to a failure to timely make any payments required under this Agreement, either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. With respect to the failure to timely make any payments, Meritage shall have the right to suspend access to the Services and Sites or, at its option, to terminate this Agreement, in the event that Customer fails to make any required payment

within five (5) business days after receipt of notice that the payment is past due. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately terminate and Customer shall immediately cease to use the Services and Sites; (b) Meritage will cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) will be suspended; (d) Meritage will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, Meritage will transfer all Customer Information collected by Meritage either directly to Customer or to Customer's identified third-party partner. Customer shall compensate Meritage for the transfer on a time and materials basis at Meritage's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, and software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. Meritage will not be required to issue any refunds for any unearned Fees paid in advance. The provisions of Sections 2.2, 2.3 (section 2.3(b) and as necessary to complete the return of Customer Information), 2.6, 2.7, 5, 6, 7, 8, 9, 10, 11 and 12 of this Agreement will survive termination of the Agreement for any reason.

#### **10. Warranties and Disclaimers.**

- a. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; and (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound;
- b. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, MERITAGE PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. MERITAGE DOES NOT WARRANT THAT THE SERVICES WILL BE FREE FROM LOSS OR LIABILITY INCLUDING THAT ARISING OUT OF ANY THIRD-PARTY TECHNOLOGY, THIRD PARTY ACTION, SUCH AS UNAUTHORIZED ACCESS BY ANY THIRD PARTY, OR ANY ACT OR OMISSION OF CUSTOMER. MERITAGE EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, RULES OR REGULATIONS APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER. MERITAGE DOES NOT WARRANT THE ACCURACY, RELIABILITY OR COMPLETENESS OF customer materials or ANY ADVICE, REPORT, DATA OR DELIVERABLES OBTAINED BY CUSTOMER FROM THE CUSTOMER MATERIALS SUBMITTED TO THE SERVICES, SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS" AND MERITAGE SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. MERITAGE SHALL NOT BE RESPONSIBLE OR LIABLE FOR: (A) ANY DAMAGES IF, AND TO THE EXTENT, CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS OBLIGATIONS, AS SET FORTH IN THIS AGREEMENT OR AN ORDER FORM; (B) ANY CORRUPTION, DAMAGE, LOSS OR MIS-TRANSMISSION OF CUSTOMER MATERIALS, UNLESS SUCH TRANSMISSION IS THE RESPONSIBILITY OF MERITAGE; OR (C) THE SECURITY OF CUSTOMER MATERIALS DURING TRANSMISSION FROM CUSTOMER'S FACILITIES TO THE CLOUD PLATFORM. Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Meritage is not responsible for any delays, failures, or other damage resulting from such problems.
- c. Customer represents and warrants that it: (A) owns or has the right to use all Customer Information and to submit and store such Customer Information on the Site and the infrastructure supporting the Site and Services; and (B) has all necessary licenses and permissions for usage of any third-party software or other information or material supplied or provided by Customer to Meritage in an Order Form or otherwise used in connection with the Services. Customer hereby grants to Meritage the right to use all Customer Information, including any third-party software solely for the purposes of this Agreement, including any Order Form, and the performance of Meritage's obligations hereunder and any Order Form.

#### **11. Certain Liabilities, Limitation of Liability.**

- a. Customer will, at Customer's own expense, indemnify, defend, hold harmless against, and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by Meritage based on, any claims, allegations or lawsuits that may be made or filed against Meritage by any person to the extent arising from or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) alleging that use by

Meritage in accordance with this Agreement of Customer Information, Customer Data or Customer Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.

- b. Limitation of Liability. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY, INCLUDING ITS VENDORS, HOSTING SERVICE PROVIDERS, OR ITS LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING ACTIVE AND PASSIVE NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT TO THE EXTENT ARISING FROM A BREACH OF CONFIDENTIALITY OR OF SECTIONS 2.2 OR 7, OR AS ARISING UNDER OBLIGATIONS OF INDEMNIFICATION OR CUSTOMER'S OBLIGATION TO MAKE PAYMENTS, EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO MERITAGE HEREUNDER AS OF THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## 12. General Provisions.

- a. Notwithstanding anything else, Customer may not provide to any person an export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.
- b. This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void.
- c. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement.
- d. This Agreement shall be governed by and construed in accordance with the laws of Colorado without regard to conflicts of law principles. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Colorado or in state court in Larimer County, Colorado, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Meritage.
- e. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other.
- f. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement.
- g. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- h. Meritage may use Customer's name as a reference and publicize Customer as a customer of Meritage.
- i. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties.
- j. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
John Riggs  
Shari Barr



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

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

**To:** Jayson Boyles  
Assistant City Manager

**From:** Steve Hotchkiss  
Public Utilities Director

**Date:** 6-14-2022

**RE:** Professional Services Agreement Sapp Engineering

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to award a contract to Sapp Engineering Inc. in the amount of \$36,000.00 for Design, Permitting, Bid and Project Management for a 6" natural gas main and regulator station to serve the Aspen Aerogel plant with funds proposed in the 2023 CIP Budget Item # NGD-99.

**Background:** Over the past several months the City has worked closely with Sapp Engineering to provide estimates and preliminary information to the Aspen design team. We are now entering the final design and construction phase and we are recommending that we award that contract to Sapp Engineering as well. Jack Sapp is one of the most experienced natural gas engineers in the state and has a long history of providing us with excellent engineering services, including the initial main extension to serve the Gateway I-16 site.

The quote of \$36,000.00 on an estimated budget of over \$400,000.00 is within the industry standard of 9% and is within our budget estimate.

**Budget Impact:** CIP Project NGD-99 is included in the proposed 2023 CIP Budget to be funded from Operating Revenue.

**Council Person and District:** All

**Attachments:** Sapp Engineering Contract

AGREEMENT FOR  
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of May 2, 2022 (“Effective Date”) between

City of Statesboro, Georgia

and Sapp Engineering and Services, LLC (SES)

SES agrees to provide the services described below for the Expansion of the Natural Gas System (Project).

Description of SES’s Services: Provide Engineering services for design, permitting and project management of expansion of the natural gas system to provide natural gas to Aspen Aerogels Plant 2.

The City of Statesboro and SES further agree as follows:

**1.01 Basic Agreement**

A. SES shall provide, or cause to be provided, the services set forth in this Agreement, and the City of Statesboro shall pay SES for such Services as set forth in Paragraph 9.01.

**2.01 Payment Procedures**

A. *Preparation of Invoices.* SES will prepare a monthly invoice in accordance with SES’s standard invoicing practices and submit the invoice to the City of Statesboro.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If the City of Statesboro fails to make any payment due SES for services and expenses within 30 days after receipt of SES’s invoice, the amounts due SES will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, SES may, without liability, after giving seven days written notice to the City of Statesboro, suspend services under this Agreement until SES has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

**3.01 Additional Services**

A. If authorized by the City of Statesboro, or if required because of changes in the Project, SES shall furnish services in addition to those set forth above.

B. The City of Statesboro shall pay SES for such additional services as follows: For additional services of SES’s employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of SES’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and SES’s consultants’ charges, if any.

**4.01 Termination**

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.
  - b. By SES:
    - 1) upon seven days written notice if SES believes that SES is being requested by the City of Statesboro to furnish or perform services contrary to SES’s responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the SES’s services for the Project are delayed or suspended for more than 90 days for reasons beyond SES’s control.



3) SES shall have no liability to the City of Statesboro on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by the City of Statesboro effective upon the receipt of notice by SES.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow SES to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

### **5.01 Controlling Law**

A. This Agreement is to be governed by the law of the state of Georgia.

### **6.01 Successors, Assigns, and Beneficiaries**

A. The City of Statesboro and SES each is hereby bound and the partners, successors, executors, administrators, and legal representatives of the City of Statesboro and SES (and to the extent permitted by paragraph 6.01.B the assigns of the City of Statesboro and SES) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither the City of Statesboro nor SES may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

### **7.01 General Considerations**

A. The standard of care for all professional Engineering and related services performed or furnished by SES under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. SES and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. SES shall not at any time supervise, direct, or have control over any contractor's work, nor shall SES have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. SES neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the City of Statesboro and such contractor.

D. SES shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except SES's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by the City of Statesboro without consultation and advice of SES.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineer's Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by SES are instruments of service, and SES retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, the City of Statesboro and SES (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

H. The parties acknowledge that SES's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of

asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If SES or any other party encounters a Hazardous Environmental Condition, SES may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until the City of Statesboro: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

#### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between the City of Statesboro and SES and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**9.01 Payment Lump Sum Amount**

Using the procedures set forth in paragraph 2.01, the City of Statesboro shall pay SES as follows:

Lump Sum Amount

1. A Lump Sum Amount of \$36,000.00 to provide Natural Gas Engineering Design, Permitting, Bid Documents and Project Management for the extension of the natural gas system and to install the meter and regulator set to serve the Aspen Aerogels Plant 2.

In witness whereof, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: City of Statesboro

ENGINEER: Sapp Engineering & Services, LLC (SES)

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

By: Jack Sapp

Title: \_\_\_\_\_

Title: Owner

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

Date Signed: 5-3-2022

License or Certificate No. and State PE011530-GA

Address for giving notices:

Address for giving notices:

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\_\_\_\_\_

200 Pete Sapp Rd  
Eastman, GA 31023  
\_\_\_\_\_

# 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 14, 2022

**RE:** Recommendation of Low Bidder  
Akins Boulevard, Phase 3B Extension

**Policy Issue:** Purchasing

### Recommendation:

Staff recommends Council authorize the Mayor to fund the construction contract for Akins Boulevard, Phase 3B Extension up to the amount of \$5,300,000 as authorized by the Georgia Department of Transportation (GDOT) and award the construction contract to Mill Creek Construction.

### Background:

At the September 7, 2021 meeting, city council approved a memorandum of understanding with Georgia Southern University to provide funds for the construction of the remaining portion of Akins Boulevard, Phase 3B. This phase of work will be funded directly by the GDOT. Georgia Southern will provide project management for the project and any necessary matching or additional funds necessary for completion.

The City of Statesboro solicited sealed bids for phase 3B of Akins Boulevard, which extends Akins Boulevard at Tormenta Way to Lanier Drive. Three bids were received and the low bid, submitted by Mill Creek Construction, is below the project stated cost limitation of \$5,300,000 per HB 170. The low bid received from Mill Creek Construction meets the requirements of the bid package and GDOT requirements. Further, Mill Creek Construction is the general contractor who recently performed improvements for Akins Boulevard Road to Tormenta Way.

When complete this phase will provide a second point of connectivity to the bypass for the Old Register TAD. Project details include installation of base and asphalt, curb & gutter, drainage infrastructure, traffic signal improvements, grading and related work.

### Budget Impact:

The project will be paid by GDOT from Georgia HB 170 funds.

**Council Person and District:** District 3, Councilmember Mack

Attachments: Bid Tabulation

CC: Darren Prather, Director of Central Services

SOUTH CAMPUS ROADWAY EXTENSION BID TABULATION (2022-06-10)					MILL CREEK	
LINE ITEM	GDOT PAY ITEM #	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$
<b>BASE BID</b>						
<b>MISCELLANEOUS</b>						
1	150-1000	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00
<b>EROSION &amp; SEDIMENTATION CONTROL</b>						
2	163-0232	TEMPORARY GRASSING	3.6	AC	\$700.00	\$2,520.00
3	163-0240	MULCH	581	TN	\$15.00	\$8,715.00
4	163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	3	EA	\$1,000.00	\$3,000.00
5	163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	20	EA	\$350.00	\$7,000.00
6	163-0529	CONSTRUCT AND REMOVE TEMP SEDIMENT BARRIER OR BALED STRAW CHECK DAM	50	LF	\$10.00	\$500.00
7	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	9	EA	\$100.00	\$900.00
8	165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A (NS - NONSENSITIVE)	2,750	LF	\$1.00	\$2,750.00
9	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C (S - SENSITIVE)	8,000	LF	\$0.50	\$4,000.00
10	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	180	LF	\$5.00	\$900.00
11	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	3	EA	\$500.00	\$1,500.00
12	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	9	EA	\$50.00	\$450.00
13	*167-1500	WATER QUALITY INSPECTIONS	12	MO	\$500.00	\$6,000.00
14	171-0010	TEMPORARY SILT FENCE, TYPE A (NS - NONSENSITIVE)	2,750	LF	\$2.00	\$5,500.00
15	171-0030	TEMPORARY SILT FENCE, TYPE C (S - SENSITIVE)	8,000	LF	\$3.50	\$28,000.00
16	550-1480	STORM DRAIN PIPE, 48 IN, H 1-10 (TEMP CMP)	40	LF	\$250.00	\$10,000.00
17	603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	300	SY	\$70.00	\$21,000.00
18	603-7000	PLASTIC FILTER FABRIC	600	SY	\$3.00	\$1,800.00
19	700-6910	PERMANENT GRASSING	3.6	AC	\$700.00	\$2,520.00
20	716-2000	EROSION CONTROL MATS, SLOPES	16,400	SY	\$2.25	\$36,900.00
<b>GRADING</b>						
21	210-0100	GRADING COMPLETE	1	LS	\$862,328.45	\$862,328.45
<b>BASE, PAVING &amp; CONCRETE</b>						
22	310-5040	GR AGGR BASE CRS, 4 INCH, INC MATL	920	SY	\$11.00	\$10,120.00
23	310-5080	GR AGGR BASE CRS, 8 INCH, INC MATL	17,520	SY	\$19.00	\$332,880.00
24	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	1,927	TN	\$120.00	\$231,240.00
25	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	1,927	TN	\$108.00	\$208,116.00
26	413-0750	TACK COAT	1,752	GL	\$5.00	\$8,760.00
27	439-0018	PLAIN PC CONC PVMT, CL 3 CONC, 8 INCH THK	550	SY	\$79.80	\$43,890.00
28	439-0082	CONT REINF CONC PVMT, CL 3 CONC, 10 INCH THK	390	SY	\$189.00	\$73,710.00
29	441-0748	CONCRETE MEDIAN, 6 IN	180	SY	\$120.80	\$21,744.00
30	441-5008	CONCRETE HEADER CURB, 6 IN, TP7	190	LF	\$33.60	\$6,384.00
31	441-5025	CONCRETE HEADER CURB, 4 IN, TP9	290	LF	\$33.60	\$9,744.00
32	441-6012	CONC CURB & GUTTER, 6IN X 24 IN, TP2	7,000	LF	\$16.80	\$117,600.00
<b>DOUBLE 10'x5' REINFORCED CONCRETE BOX CULVERT, PARAPETS, TOEWALLS, &amp; WINGWALLS</b>						
33	207-0203	FOUND BK FILL MATL, TP II	300	CY	\$141.80	\$42,540.00
34	500-3002	CLASS AA CONCRETE	388	CY	\$990.00	\$384,120.00
35	511-1000	BAR REINF STEEL	39,770	LB	\$2.84	\$112,946.80
<b>STORM DRAINAGE</b>						
36	207-0203	FOUND BK FILL MATL, TP II	204	CY	\$115.50	\$23,562.00
37	500-3101	CLASS A CONCRETE	29	CY	\$990.00	\$28,710.00
38	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	240	LF	\$67.70	\$16,248.00
39	550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	530	LF	\$79.30	\$42,029.00
40	550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	54	LF	\$107.60	\$5,810.40
41	550-1420	STORM DRAIN PIPE, 42 IN, H 1-10	1,706	LF	\$159.10	\$271,424.60
42	550-1540	STORM DRAIN PIPE, 54 IN, H 1-10	336	LF	\$308.70	\$103,723.20
43	550-4218	FLARED END SECTION 18 IN, STORM DRAIN	1	EA	\$1,207.50	\$1,207.50
44	573-2006	UNDER DRAIN PIPE INCL DRAINAGE AGGR, 6 IN	1,270	LF	\$36.80	\$46,736.00
45	600-0001	FLOWABLE FILL	15	CY	\$200.00	\$3,000.00
46	603-2036	STN DUMPED RIP RAP, TP 1, 36 IN	450	SY	\$80.00	\$36,000.00
47	668-2100	DROP INLET, GP 1	3	EA	\$4,252.50	\$12,757.50
48	668-2110	DROP INLET, GP 1, ADDL DEPTH	12	LF	\$367.50	\$4,410.00
49	668-2200	DROP INLET, GP 2	6	EA	\$5,958.80	\$35,752.80
50	668-2210	DROP INLET, GP 2, ADDL DEPTH	2	LF	\$367.50	\$735.00
51	668-4300	STORM SEWER MANHOLE, TP 1	10	EA	\$4,068.80	\$40,688.00
52	668-4300	STORM SEWER MANHOLE, TP 1 (GPC Std Ring/Cover)	1	EA	\$3,097.50	\$3,097.50
53	668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	12	LF	\$393.80	\$4,725.60
54	668-4312	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	2	LF	\$393.80	\$787.60
<b>ROAD SIGNAGE/STRIPING/MARKERS</b>						
55	635-1000	BARRICADES	170	LF	\$94.50	\$16,065.00
56	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	310	SF	\$25.20	\$7,812.00
57	636-2070	GALV STEEL POSTS, TP 7	640	LF	\$12.60	\$8,064.00
58	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	9	EA	\$173.30	\$1,559.70
59	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	13,250	LF	\$1.30	\$17,225.00
60	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	6,400	LF	\$1.80	\$11,520.00
61	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	75	LF	\$15.80	\$1,185.00
62	653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE	1,520	LF	\$5.00	\$7,600.00
63	653-3501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	1,470	GLF	\$1.10	\$1,617.00
64	653-6004	THERMOPLASTIC TRAFFIC STRIPING, WHITE	180	SY	\$8.70	\$1,566.00
65	659-5013	HOT APPLIED PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYMBOLS, WHITE, TP P	8	EA	\$341.30	\$2,730.40
66	659-7015	HOT APPLIED PREFORMED PLASTIC PVMT MKG, BIKE LANE MARKING, TP P	8	EA	\$183.80	\$1,470.40
<b>CONCRETE PAVER SIDEWALKS &amp; WHEELCHAIR RAMPS</b>						
67	500-3002	CLASS AA CONCRETE	6	CY	\$1,260.00	\$7,560.00
68	511-1000	BAR REINF STEEL	380	LB	\$6.30	\$2,394.00
69	*900-0035	CONCRETE AND BRICK PAVERS SIDEWALK	42,000	SF	\$9.80	\$411,600.00
<b>LANDSCAPING AND IRRIGATION</b>						
70	*009-2000	LANDSCAPING WITH IRRIGATION	1	LS	\$204,750.00	\$204,750.00

SOUTH CAMPUS ROADWAY EXTENSION BID TABULATION (2022-06-10)					MILL CREEK	
LINE ITEM	GDOT PAY ITEM #	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$
<b>UTILITIES</b>						
71	207-0203	FOUND BKFILL MATL, TP II	30	CY	\$131.30	\$3,939.00
72	611-8050	ADJUST MANHOLE TO GRADE	4	EA	\$1,575.00	\$6,300.00
73	*660-0008	SAN SEWER PIPE, 8 IN, PVC	120	LF	\$78.80	\$9,456.00
74	*660-0012	SAN SEWER PIPE, 12 IN, PVC	585	LF	\$117.60	\$68,796.00
75	*670-0805	WATER METER, 2 IN	2	EA	\$7,875.00	\$15,750.00
76	*670-1120	WATER MAIN, 12 IN	4,050	LF	\$85.10	\$344,655.00
77	*670-2120	GATE VALVE, 12 IN	12	EA	\$4,042.50	\$48,510.00
78	*670-4000	FIRE HYDRANT	7	EA	\$6,247.50	\$43,732.50
79	*670-5020	WATER SERVICE LINE, 2 IN	60	LF	\$68.30	\$4,098.00
80	*670-8050	DBL STRAP SADDLE - 12 IN x 2 IN	2	EA	\$288.80	\$577.60
81	*668-3300	SAN SEWER MANHOLE, TP 1	6	EA	\$3,832.50	\$22,995.00
82	668-3311	SAN SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	4	LF	\$472.50	\$1,890.00
83	668-3312	SAN SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	26	LF	\$472.50	\$12,285.00
84	*682-8525	ELECTRICAL POWER SERVICE ASSEMBLY (UNDERGROUND SERVICE POINT)	2	EA	\$5,000.00	\$10,000.00
85	*950-3510	INSTALLATION TELECOMMUNICATIONS FACILITY, CONDUIT, DIRECTIONAL BORE - 4 IN, 6 WAY	2,880	LF	\$180.00	\$518,400.00
86	*950-3540	INSTALLATION TELECOMMUNICATIONS FACILITY, PRECAST - TP 1, CL 1	8	EA	\$6,000.00	\$48,000.00
<b>BASE BID TOTAL:</b>						<b>\$5,160,585.55</b>

<b>DEDUCTIVE ALTERNATES</b>						
<b>DEDUCT BELOW FROM LANDSCAPING WITH IRRIGATION GDOT PAY ITEM #009-2000</b>						
1	N/A	ALL TREES & SHRUBS	1	LS	\$55,650.00	\$55,650.00
2	N/A	SUBSTITUTE HYDROSEEDING FOR SOD	1	LS	\$32,550.00	\$32,550.00
3	N/A	IRRIGATION SYSTEM	1	LS	\$95,550.00	\$95,550.00
<b>DEDUCTIVE ALTERNATES TOTAL:</b>						<b>\$183,750.00</b>
<b>BASE BID TOTAL + DEDUCTIVE ALTERNATES TOTAL:</b>						<b>\$4,976,835.55</b>

I certify that I have personally and mathematically checked the tabulation against the proposal forms submitted

Signature of Facilitator

Date: **June 10, 2022**

Jared Mock, P.E.  
Maxwell-Reddick  
& Associates, Inc.

SOUTH CAMPUS ROADWAY EXTENSION BID TABULATION (2022-06-10)						MILL CREEK		REEVES		MCLENDON	
LINE ITEM	GDOT PAY ITEM #	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	
<b>BASE BID</b>											
<b>MISCELLANEOUS</b>											
1	150-1000	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00	\$294,999.88	\$294,999.88	\$255,000.00	\$255,000.00	
<b>EROSION &amp; SEDIMENTATION CONTROL</b>											
2	163-0232	TEMPORARY GRASSING	3.6	AC	\$700.00	\$2,520.00	\$1,200.00	\$4,320.00	\$1,200.00	\$4,320.00	
3	163-0240	MULCH	581	TN	\$15.00	\$8,715.00	\$10.00	\$5,810.00	\$10.00	\$5,810.00	
4	163-0301	CONSTRUCT AND REMOVE CONSTRUCTION EXITS	3	EA	\$1,000.00	\$3,000.00	\$3,220.00	\$9,660.00	\$2,319.01	\$6,957.03	
5	163-0527	CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS	20	EA	\$350.00	\$7,000.00	\$895.00	\$17,900.00	\$457.27	\$9,145.40	
6	163-0529	CONSTRUCT AND REMOVE TEMP SEDIMENT BARRIER OR BALED STRAW CHECK DAM	50	LF	\$10.00	\$500.00	\$8.50	\$425.00	\$8.50	\$425.00	
7	163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	9	EA	\$100.00	\$900.00	\$300.00	\$2,700.00	\$300.00	\$2,700.00	
8	165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A (NS - NONSENSITIVE)	2,750	LF	\$1.00	\$2,750.00	\$0.01	\$27.50	\$1.00	\$2,750.00	
9	165-0030	MAINTENANCE OF TEMPORARY SILT FENCE, TP C (S - SENSITIVE)	8,000	LF	\$0.50	\$4,000.00	\$0.01	\$80.00	\$1.00	\$8,000.00	
10	165-0041	MAINTENANCE OF CHECK DAMS - ALL TYPES	180	LF	\$5.00	\$900.00	\$0.01	\$1.80	\$2.00	\$360.00	
11	165-0101	MAINTENANCE OF CONSTRUCTION EXIT	3	EA	\$500.00	\$1,500.00	\$0.01	\$0.03	\$400.00	\$1,200.00	
12	165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	9	EA	\$50.00	\$450.00	\$0.01	\$0.09	\$125.00	\$1,125.00	
13	*167-1500	WATER QUALITY INSPECTIONS	12	MO	\$500.00	\$6,000.00	\$1,400.00	\$16,800.00	\$10,621.95	\$127,463.40	
14	171-0010	TEMPORARY SILT FENCE, TYPE A (NS - NONSENSITIVE)	2,750	LF	\$2.00	\$5,500.00	\$3.00	\$8,250.00	\$3.00	\$8,250.00	
15	171-0030	TEMPORARY SILT FENCE, TYPE C (S - SENSITIVE)	8,000	LF	\$3.50	\$28,000.00	\$4.20	\$33,600.00	\$4.20	\$33,600.00	
16	550-1480	STORM DRAIN PIPE, 48 IN, H 1-10 (TEMP CMP)	40	LF	\$250.00	\$10,000.00	\$511.50	\$20,460.00	\$152.46	\$6,098.40	
17	603-2182	STN DUMPED RIP RAP, TP 3, 24 IN	300	SY	\$70.00	\$21,000.00	\$127.00	\$38,100.00	\$83.34	\$25,002.00	
18	603-7000	PLASTIC FILTER FABRIC	600	SY	\$3.00	\$1,800.00	\$5.45	\$3,270.00	\$1.62	\$972.00	
19	700-6910	PERMANENT GRASSING	3.6	AC	\$700.00	\$2,520.00	\$2,850.00	\$10,260.00	\$2,850.00	\$10,260.00	
20	716-2000	EROSION CONTROL MATS, SLOPES	16,400	SY	\$2.25	\$36,900.00	\$1.75	\$28,700.00	\$1.75	\$28,700.00	
<b>GRADING</b>											
21	210-0100	GRADING COMPLETE	1	LS	\$862,328.45	\$862,328.45	\$2,125,000.00	\$2,125,000.00	\$1,675,814.12	\$1,675,814.12	
<b>BASE, PAVING &amp; CONCRETE</b>											
22	310-5040	GR AGGR BASE CRS, 4 INCH, INC MATL	920	SY	\$11.00	\$10,120.00	\$32.00	\$29,440.00	\$20.07	\$18,464.40	
23	310-5080	GR AGGR BASE CRS, 8 INCH, INC MATL	17,520	SY	\$19.00	\$332,880.00	\$26.35	\$461,652.00	\$29.10	\$509,832.00	
24	402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	1,927	TN	\$120.00	\$231,240.00	\$118.00	\$227,386.00	\$133.78	\$257,794.06	
25	402-3190	RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	1,927	TN	\$108.00	\$208,116.00	\$109.00	\$210,043.00	\$128.23	\$247,099.21	
26	413-0750	TACK COAT	1,752	GL	\$5.00	\$8,760.00	\$4.30	\$7,533.60	\$3.89	\$6,815.28	
27	439-0018	PLAIN PC CONC PVMT, CL 3 CONC, 8 INCH THK	550	SY	\$79.80	\$43,890.00	\$76.00	\$41,800.00	\$96.58	\$53,119.00	
28	439-0082	CONT REINF CONC PVMT, CL 3 CONC, 10 INCH THK	390	SY	\$189.00	\$73,710.00	\$180.00	\$70,200.00	\$120.97	\$47,178.30	
29	441-0748	CONCRETE MEDIAN, 6 IN	180	SY	\$120.80	\$21,744.00	\$115.00	\$20,700.00	\$65.09	\$11,716.20	
30	441-5008	CONCRETE HEADER CURB, 6 IN, TP7	190	LF	\$33.60	\$6,384.00	\$32.00	\$6,080.00	\$19.28	\$3,663.20	
31	441-5025	CONCRETE HEADER CURB, 4 IN, TP9	290	LF	\$33.60	\$9,744.00	\$32.00	\$9,280.00	\$20.41	\$5,918.90	
32	441-6012	CONC CURB & GUTTER, 6IN X 24 IN, TP2	7,000	LF	\$16.80	\$117,600.00	\$16.00	\$112,000.00	\$21.48	\$150,360.00	
<b>DOUBLE 10'x5' REINFORCED CONCRETE BOX CULVERT, PARAPETS, TOEWALLS, &amp; WINGWALLS</b>											
33	207-0203	FOUND BK FILL MATL, TP II	300	CY	\$141.80	\$42,540.00	\$131.00	\$39,300.00	\$165.00	\$49,500.00	
34	500-3002	CLASS AA CONCRETE	388	CY	\$990.00	\$384,120.00	\$807.55	\$313,329.40	\$814.00	\$315,832.00	
35	511-1000	BAR REINF STEEL	39,770	LB	\$2.84	\$112,946.80	\$1.30	\$51,701.00	\$1.38	\$54,882.60	

SOUTH CAMPUS ROADWAY EXTENSION BID TABULATION (2022-06-10)						MILL CREEK		REEVES		MCLENDON	
LINE ITEM	GDOT PAY ITEM #	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	
<b>STORM DRAINAGE</b>											
36	207-0203	FOUND BK FILL MATL, TP II	204	CY	\$115.50	\$23,562.00	\$109.75	\$22,389.00	\$111.63	\$22,772.52	
37	500-3101	CLASS A CONCRETE	29	CY	\$990.00	\$28,710.00	\$1,800.00	\$52,200.00	\$748.55	\$21,707.95	
38	550-1180	STORM DRAIN PIPE, 18 IN, H 1-10	240	LF	\$67.70	\$16,248.00	\$105.50	\$25,320.00	\$61.15	\$14,676.00	
39	550-1240	STORM DRAIN PIPE, 24 IN, H 1-10	530	LF	\$79.30	\$42,029.00	\$109.00	\$57,770.00	\$77.31	\$40,974.30	
40	550-1300	STORM DRAIN PIPE, 30 IN, H 1-10	54	LF	\$107.60	\$5,810.40	\$233.65	\$12,617.10	\$154.13	\$8,323.02	
41	550-1420	STORM DRAIN PIPE, 42 IN, H 1-10	1,706	LF	\$159.10	\$271,424.60	\$222.45	\$379,499.70	\$161.88	\$276,167.28	
42	550-1540	STORM DRAIN PIPE, 54 IN, H 1-10	336	LF	\$308.70	\$103,723.20	\$400.65	\$134,618.40	\$337.51	\$113,403.36	
43	550-4218	FLARED END SECTION 18 IN, STORM DRAIN	1	EA	\$1,207.50	\$1,207.50	\$1,350.00	\$1,350.00	\$1,398.95	\$1,398.95	
44	573-2006	UNDER DRAIN PIPE INCL DRAINAGE AGGR, 6 IN	1,270	LF	\$36.80	\$46,736.00	\$33.15	\$42,100.50	\$30.72	\$39,014.40	
45	600-0001	FLOWABLE FILL	15	CY	\$200.00	\$3,000.00	\$395.00	\$5,925.00	\$353.68	\$5,305.20	
46	603-2036	STN DUMPED RIP RAP, TP 1, 36 IN	450	SY	\$80.00	\$36,000.00	\$150.00	\$67,500.00	\$75.37	\$33,916.50	
47	668-2100	DROP INLET, GP 1	3	EA	\$4,252.50	\$12,757.50	\$6,900.00	\$20,700.00	\$5,344.75	\$16,034.25	
48	668-2110	DROP INLET, GP 1, ADDL DEPTH	12	LF	\$367.50	\$4,410.00	\$620.00	\$7,440.00	\$230.04	\$2,760.48	
49	668-2200	DROP INLET, GP 2	6	EA	\$5,958.80	\$35,752.80	\$6,250.00	\$37,500.00	\$6,679.17	\$40,075.02	
50	668-2210	DROP INLET, GP 2, ADDL DEPTH	2	LF	\$367.50	\$735.00	\$620.00	\$1,240.00	\$230.04	\$460.08	
51	668-4300	STORM SEWER MANHOLE, TP 1	10	EA	\$4,068.80	\$40,688.00	\$5,150.00	\$51,500.00	\$5,509.04	\$55,090.40	
52	668-4300	STORM SEWER MANHOLE, TP 1 (GPC Std Ring/Cover)	1	EA	\$3,097.50	\$3,097.50	\$2,000.00	\$2,000.00	\$3,494.33	\$3,494.33	
53	668-4311	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	12	LF	\$393.80	\$4,725.60	\$660.00	\$7,920.00	\$259.20	\$3,110.40	
54	668-4312	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	2	LF	\$393.80	\$787.60	\$660.00	\$1,320.00	\$259.20	\$518.40	
<b>ROAD SIGNAGE/STRIPING/MARKERS</b>											
55	635-1000	BARRICADES	170	LF	\$94.50	\$16,065.00	\$80.00	\$13,600.00	\$80.00	\$13,600.00	
56	636-1033	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	310	SF	\$25.20	\$7,812.00	\$20.00	\$6,200.00	\$20.00	\$6,200.00	
57	636-2070	GALV STEEL POSTS, TP 7	640	LF	\$12.60	\$8,064.00	\$10.00	\$6,400.00	\$10.00	\$6,400.00	
58	653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	9	EA	\$173.30	\$1,559.70	\$150.00	\$1,350.00	\$150.00	\$1,350.00	
59	653-1501	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, WHITE	13,250	LF	\$1.30	\$17,225.00	\$0.50	\$6,625.00	\$0.50	\$6,625.00	
60	653-1502	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5 IN, YELLOW	6,400	LF	\$1.80	\$11,520.00	\$0.50	\$3,200.00	\$0.50	\$3,200.00	
61	653-1704	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24 IN, WHITE	75	LF	\$15.80	\$1,185.00	\$8.50	\$637.50	\$8.50	\$637.50	
62	653-1804	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8 IN, WHITE	1,520	LF	\$5.00	\$7,600.00	\$2.75	\$4,180.00	\$2.75	\$4,180.00	
63	653-3501	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5 IN, WHITE	1,470	GLF	\$1.10	\$1,617.00	\$0.35	\$514.50	\$0.35	\$514.50	
64	653-6004	THERMOPLASTIC TRAFFIC STRIPING, WHITE	180	SY	\$8.70	\$1,566.00	\$5.00	\$900.00	\$5.00	\$900.00	
65	659-5013	HOT APPLIED PREFORMED PLASTIC PVMT MKG, WORDS AND/OR SYMBOLS, WHITE, TP P	8	EA	\$341.30	\$2,730.40	\$150.00	\$1,200.00	\$150.00	\$1,200.00	
66	659-7015	HOT APPLIED PREFORMED PLASTIC PVMT MKG, BIKE LANE MARKING, TP P	8	EA	\$183.80	\$1,470.40	\$250.00	\$2,000.00	\$250.00	\$2,000.00	
<b>CONCRETE PAVER SIDEWALKS &amp; WHEELCHAIR RAMPS</b>											
67	500-3002	CLASS AA CONCRETE	6	CY	\$1,260.00	\$7,560.00	\$800.00	\$4,800.00	\$580.23	\$3,481.38	
68	511-1000	BAR REINF STEEL	380	LB	\$6.30	\$2,394.00	\$6.00	\$2,280.00	\$1.24	\$471.20	
69	*900-0035	CONCRETE AND BRICK PAVERS SIDEWALK	42,000	SF	\$9.80	\$411,600.00	\$9.30	\$390,600.00	\$11.08	\$465,360.00	
<b>LANDSCAPING AND IRRIGATION</b>											
70	*009-2000	LANDSCAPING WITH IRRIGATION	1	LS	\$204,750.00	\$204,750.00	\$198,000.00	\$198,000.00	\$362,605.87	\$362,605.87	



SOUTH CAMPUS ROADWAY EXTENSION BID TABULATION (2022-06-10)						MILL CREEK		REEVES		MCLENDON	
LINE ITEM	GDOT PAY ITEM #	DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	UNIT \$	TOTAL \$	
<b>UTILITIES</b>											
71	207-0203	FOUND BK FILL MATL, TP II	30	CY	\$131.30	\$3,939.00	\$109.35	\$3,280.50	\$111.63	\$3,348.90	
72	611-8050	ADJUST MANHOLE TO GRADE	4	EA	\$1,575.00	\$6,300.00	\$1,600.00	\$6,400.00	\$2,500.00	\$10,000.00	
73	*660-0008	SAN SEWER PIPE, 8 IN, PVC	120	LF	\$78.80	\$9,456.00	\$219.05	\$26,286.00	\$41.75	\$5,010.00	
74	*660-0012	SAN SEWER PIPE, 12 IN, PVC	585	LF	\$117.60	\$68,796.00	\$141.00	\$82,485.00	\$66.91	\$39,142.35	
75	*670-0805	WATER METER, 2 IN	2	EA	\$7,875.00	\$15,750.00	\$19,500.00	\$39,000.00	\$6,636.46	\$13,272.92	
76	*670-1120	WATER MAIN, 12 IN	4,050	LF	\$85.10	\$344,655.00	\$107.95	\$437,197.50	\$81.77	\$331,168.50	
77	*670-2120	GATE VALVE, 12 IN	12	EA	\$4,042.50	\$48,510.00	\$5,050.00	\$60,600.00	\$6,548.62	\$78,583.44	
78	*670-4000	FIRE HYDRANT	7	EA	\$6,247.50	\$43,732.50	\$9,250.00	\$64,750.00	\$8,608.70	\$60,260.90	
79	*670-5020	WATER SERVICE LINE, 2 IN	60	LF	\$68.30	\$4,098.00	\$74.90	\$4,494.00	\$9.86	\$591.60	
80	*670-8050	DBL STRAP SADDLE - 12 IN x 2 IN	2	EA	\$288.80	\$577.60	\$1,870.00	\$3,740.00	\$1,848.93	\$3,697.86	
81	*668-3300	SAN SEWER MANHOLE, TP 1	6	EA	\$3,832.50	\$22,995.00	\$5,850.00	\$35,100.00	\$5,240.41	\$31,442.46	
82	668-3311	SAN SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	4	LF	\$472.50	\$1,890.00	\$486.00	\$1,944.00	\$108.00	\$432.00	
83	668-3312	SAN SEWER MANHOLE, TP 1, ADDL DEPTH, CL 2	26	LF	\$472.50	\$12,285.00	\$482.00	\$12,532.00	\$108.00	\$2,808.00	
84	*682-8525	ELECTRICAL POWER SERVICE ASSEMBLY (UNDERGROUND SERVICE POINT)	2	EA	\$5,000.00	\$10,000.00	\$7,000.00	\$14,000.00	\$3,500.00	\$7,000.00	
85	*950-3510	INSTALLATION TELECOMMUNICATIONS FACILITY, CONDUIT, DIRECTIONAL BORE - 4 IN, 6 WAY	2,880	LF	\$180.00	\$518,400.00	\$188.00	\$541,440.00	\$188.00	\$541,440.00	
86	*950-3540	INSTALLATION TELECOMMUNICATIONS FACILITY, PRECAST - TP 1, CL 1	8	EA	\$6,000.00	\$48,000.00	\$6,800.00	\$54,400.00	\$2,695.16	\$21,561.28	
<b>BASE BID TOTAL:</b>						<b>\$5,160,585.55</b>		<b>\$7,181,855.00</b>		<b>\$6,673,816.00</b>	

<b>DEDUCTIVE ALTERNATES</b>											
<b>DEDUCT BELOW FROM LANDSCAPING WITH IRRIGATION GDOT PAY ITEM #009-2000</b>											
1	N/A	ALL TREES & SHRUBS	1	LS	\$55,650.00	\$55,650.00	(\$53,000.00)	\$ (53,000.00)	\$64,202.00	\$64,202.00	
2	N/A	SUBSTITUTE HYDROSEEDING FOR SOD	1	LS	\$32,550.00	\$32,550.00	(\$40,000.00)	\$ (40,000.00)	\$50,000.00	\$50,000.00	
3	N/A	IRRIGATION SYSTEM	1	LS	\$95,550.00	\$95,550.00	(\$91,000.00)	\$ (91,000.00)	\$181,840.00	\$181,840.00	
<b>DEDUCTIVE ALTERNATES TOTAL:</b>						<b>\$183,750.00</b>		<b>\$ (184,000.00)</b>		<b>\$296,042.00</b>	
<b>BASE BID TOTAL + DEDUCTIVE ALTERNATES TOTAL:</b>						<b>\$4,976,835.55</b>		<b>\$6,997,855.00</b>		<b>\$6,377,774.00</b>	

# 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 14, 2022

**RE:** Proposed Change Order #2 - Blue Mile Streetscape Improvements Project

**Policy Issue:** Purchasing

### **Recommendation:**

Staff recommends approval of Change Order No. 2 listed below to the contract with McLendon Enterprises, Inc. in the not to exceed amount of **\$89,501.22** and authorize the Mayor to execute contract document amendment to proceed with construction of services listed in the change order for the Blue Mile Streetscape project:

### **Background:**

The change order includes various items that were in error or omitted by GDOT's design consultant or unknown conditions. The electrical conduit work was initially to be performed as part of the street lighting contract with Georgia Power; however, as a result of the commitment by Georgia Southern to purchase the street lights for the project, this work will best be performed by the project contractor. The stormwater upgrades are due to unknown conditions found in the field. The concrete curb & gutter is due to GDOT's consultant did not include this in their plans. The fire hydrant relocation is due to offsite drainage improvements. The 4-inch PVC bore across S. Main is to facilitate utility relocation. There are erosion and utility items not needed due to work completed, which will be deducted.

### **Budget Impact:**

The cost of the proposed work is within the budget for this project. The project is funded from 2018 TSPLOST.

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

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

**Attachment:** Change Order Proposal from McLendon Enterprises

CONTRACT CHANGE ORDER

PROJECT	Blue Mile Infrastructure	CHANGE ORDER NO.:	2
PROJECT NO.	3396	CHANGE ORDER DATE:	6/10/200
CONTRACTOR	McLendon Enterprises, Inc.	OWNER / GENERAL CONTRACTOR:	Statesboro

The following changes shall be made to the Contract Documents:

ITEM NO.	DESCRIPTION	DECREASE IN CONTRACT PRICE	INCREASE IN CONTRACT PRICE
<b>Erosion Control</b>			
CO2-6	DEDUCT Temporary Grassing (-0.5 AC)	\$1,000.00	\$0.00
CO2-7	DEDUCT Mulch (Straw / Hay) (-4 Tons)	\$1,200.00	\$0.00
CO2-11	DEDUCT Temporary Silt Fence, Type C (-1200 LF)	\$4,920.00	\$0.00
<b>Roadway Adds</b>			
CO2-12	Add GABC, 6 IN, Incl MATL (550 SY)		\$10,670.00
CO2-18	Add Conc. Curb & Gutter, 8 IN x 30 IN, TP2 (1300 LF)		\$30,485.00
CO2-19	Add Sawed Joints in Existing Asphalt Pavements (1300 LF)		\$3,900.00
<b>Storm Adds</b>			
CO2-56	Add Storm Drain Pipe, 18" (48LF)		\$5,764.32
CO2-60	Add Reconstruct Catch Basin (2 EA)		\$3,758.16
CO2-63	Add Catch Basin, 1034D (1 EA)		\$4,778.63
CO2-66	Add Foundation Backfill Material, Ty 2 (7 CY)		\$524.30
CO2-68	Add Drop Inlet, 1019A (1 EA)		\$3,414.59
<b>Kennedy Street Sewer</b>			
CO2-87	Deduct Steel Casing w / Spacers, 16 IN (-3 LF)	\$601.23	
CO2-88	Deduct Sanitary Flow Bypass (-1 LS)	\$6,339.55	
CO2-89	Deduct Televising Sanitary Sewer main (Pre and Post Installation) (-604 LF)	\$1,208.00	
<b>Water Changes</b>			
CO2-93	Add Directional Drill, 4" fPVC for use by utility companies (1020 LF)		\$26,520.00
CO2-115	Add Relocate Fire Hydrant (1 EA - for storm upgrade at Mid Town Market)		\$2,425.00
CO2-116	Add Installation of Georgia Power Conduit for lighting (880 LF)		\$12,530.00

NET CHANGE IN CONTRACT PRICE

\$89,501.22

NOTES: Used existing contract line items where applicable.

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CONTRACT PRICE PRIOR TO THIS CHANGE ORDER:	<u>\$4,013,729.45</u>
COST FOR THIS CHANGE ORDER	<u>\$89,501.22</u>
NEW CONTRACT PRICE, INCLUDING THIS CHANGE ORDER WILL BE:	<u>\$4,103,230.67</u>
COMPLETION DATE PRIOR TO THIS CHANGE ORDER:	<u>12/31/2022</u>
NEW CONTRACT WILL BE INCREASED BY THE FOLLOWING DAYS:	<u>5 Working Days</u>
NEW DATE FOR COMPLETION OF ALL WORK WILL BE:	<u>1/6/2023</u>

CONTRACTOR REPRESENTATIVE:

Adam Lee



PM

06/10/2022

NAME

SIGNATURE

TITLE

DATE

OWNER REPRESENTATIVE:

NAME

SIGNATURE

TITLE

DATE

**McLendon Enterprises**  
**Statesboro / Blue Mile Project**  
**Conduit under drives (material by others)**  
**2 FT off back of sidewalk / 2 FT off edge of drives / 2 FT depth**  
**Georgia Power to provide the conduit for installation**

Location	Edge of SBL		Location	Edge of NBL
3+00	60		4+00	10
3+60	30		4+50	10
4+50	50		5+75	110
5+40	40		7+25	80
6+10	60		8+25	30
6+90	70		8+50	10
7+60	10		9+15	40
8+35	40		10+25	120
9+15	60		11+75	120
10+25	40		13+00	40
11+50	40		14+45	50
13+00	140		15+75	40
14+20	30		18+25 (conc placed)	40
14+75	10		19+40 (conc placed)	40
15+75	60		20+35 (conc placed)	50
18+25	30		21+70 (conc placed)	50
19+50	40		23+50 (conc placed)	40
Boro Sno (conc placed)	60		25+30 (conc placed)	0
Tire Shop (conc placed)	40			
	<b>910</b>			<b>880</b>

**TOTAL 1790 LF**

MEI proposes a price of \$7 / LF to install the above conduit for Georgia Power.

Total for CO: \$12,530

\*We are not requesting any additional items or time with this item.

**McLendon Enterprises**  
**Statesboro / Blue Mile Project**  
**Storm drain additions at Mid Town Market**  
**\*Alley way south of MidTown Market**  
**\*Structure B3 Upgrade**

**Drop Inlet at STA 14+00 LT**

**Using contract line items**

LIN	ITEM	QUANTITY	UNIT	Contract Unit \$	TOTAL
CO2-56	Storm Drain Pipe, 18"	40	LF	\$ 120.09	\$ 4,803.60
CO2-60	Reconstruct Catch Basin	1	EA	\$ 1,879.08	\$ 1,879.08
CO2-66	Foundation Backfill	5	CY	\$ 74.90	\$ 374.50
CO2-68	Drop Inlet, 1019A	1	EA	\$ 3,414.59	\$ 3,414.59
					<b>\$ 10,471.77</b>

**Fire Hydrant Relocation (alley south of Midtown Market)**

**New contract line item**

E/L: \$1500 - Materials: \$975

LIN	ITEM	QUANTITY	UNIT	Contract Unit \$	TOTAL
CO2-115	Relocate Fire Hydrant	1	LS	\$ 2,425.00	\$ 2,425.00
					<b>\$ 2,425.00</b>

**Structure B3 Modification**

**Using contract line items**

LIN	ITEM	QUANTITY	UNIT	Contract Unit \$	TOTAL
CO2-56	Storm Drain Pipe, 18"	8	LF	\$ 120.09	\$ 960.72
CO2-60	Reconstruct Catch Basin	1	EA	\$ 1,879.08	\$ 1,879.08
CO2-63	Catch Basin, 1034D	1	EA	\$ 4,778.63	\$ 4,778.63
CO2-66	Foundation Backfill	2	CY	\$ 74.90	\$ 149.80
					<b>\$ 7,768.23</b>