



July 15, 2025 5:30 pm

1. Call to Order by Mayor Jonathan McColiar
2. Invocation and Pledge of Allegiance by Councilmember Tangie Johnson
3. Recognitions/Public Presentations
 - A) Presentation of a retirement award to Ronnie Tremble (Collection Equipment Operator) after 12 years of dedicated service to the City of Statesboro.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 07-01-2025 Council Minutes
 - b) 07-01-2025 Executive Session Minutes
6. Public hearing and consideration of a motion to approve: **APPLICATION RZ 25-06-05:** VSB Development LLC requests a Zoning Map Amendment of 138.06-acres of an existing 187.46- acre PUD in order develop five hundred (500) multi-family units and three (3) commercial/retail spaces at 2457 Old Register Road (Tax Parcel #076 000001 000).
7. Public hearing and consideration of a motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a)

Business: The T a J
Owner(s): Deshdeep Singh/Alok Kumar Akse
Location: 609 Brannen St. Suite 9
License Type: Restaurant
8. Public hearing and first reading of **Ordinance 2025-04:** An Ordinance amending Chapter 82 of the Statesboro Code of Ordinances to remove language concerning water and/or sewer charges for customers not utilizing the services, and to replace City Engineer with Public Utilities Director.
9. Consideration of a motion to approve **Resolution 2025-16:** A Resolution adopting policies, procedures, and program guidelines for the Community HOME Investment Program.
10. Consideration of a motion to approve **Resolution 2025-17:** A Resolution adopting Georgia Statutes as a requirement for the Community HOME Investment Program.

11. Consideration of a motion to approve **Resolution 2025-18**: A Resolution Adopting Community HOME Investment Program Homebuyer Eligibility and Homeownership Value Requirements.
12. Consideration of a motion to approve **Resolution 2025-19**: A Resolution authorizing the Mayor to execute a FY 2026 Operational Service Agreement with the Coastal Regional Commission of Georgia for public transportation services in assistance with the Georgia Department of Transportation.
13. Consideration of a motion to approve **Resolution 2025-20**: A Resolution authorizing an application to the Georgia ReLeaf Grant in the amount of \$12,750 to fund a community tree giveaway as part of the KSBB beautification initiative. No matching funds are required.
14. Consideration of a motion to approve a state recipient agreement and addendum with the Georgia Housing and Finance Authority for the receipt of CHIP Grant Funds.
15. Consideration of a motion to approve an addendum to the lease with Bryant's Landing to add 0.0046 acres to the leased premises.
16. Consideration of a motion to donate a 2001 Ford F-350 Van (C.A.F.E 2) and mobile cascade system to Bulloch county EMA.
17. Consideration of a motion to approve the purchase of 21 portable radios and all required batteries, accessories, and programming for the Statesboro Fire Department in the amount of \$149,262.54.
18. Consideration of a motion to renew the Master Services Agreement with Atlas Technical Consultants, LLC through June 30, 2026 to provide TSPLOST Program Management Services and Construction Engineering and Inspection services for FY 2026 in a not-to-exceed amount of \$601,000, funded by TSPLOST.
19. Consideration of a motion to approve an award of a contract for ENG 124e - Max Lockwood Drive Roadway Improvements, to Ellis Wood Contracting, Inc. in the amount of \$1,363,320, to be funded by TSPLOST.
20. Consideration of a motion to approve the purchase of a 2025 Caterpillar 326 TC Excavator in the amount of \$322,672 from Yancy Brothers Company, funded by Solid Waste Disposal Operating Funds.
21. Other Business from City Council
22. City Managers Comments
23. Public Comments (General)

24. 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)
25. Consideration of a Motion to Adjourn



CITY OF STATESBORO
COUNCIL MINUTES
JULY 01, 2025

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

Mayor Pro Tem Shari Barr gave the Invocation and led the Pledge of Allegiance.

ATTENDANCE

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

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

3. Public Comments (Agenda Item): None

4. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

- a) 06-17-2025 Work Session Minutes**
- b) 06-17-2025 Council Minutes**
- c) 06-17-2025 Executive Session Minutes**

A motion was made to approve the consent agenda.

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

5. Second reading and consideration of a motion to approve Ordinance 2025-01: An Ordinance amending the Unified Development Code.

A motion was made to approve Ordinance 2025-01: An Ordinance amending the Unified Development Code.

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

6. Consideration of a motion to accept and approve the renewal of the partnership agreement for Retail Development and Small Business Recruitment with Georgia Southern University Research and Service Foundation, Inc., for a one (1) year term beginning July 1, 2025 and ending June 30,2026.

A motion was made to accept and approve the renewal of the partnership agreement for Retail Development and Small Business Recruitment with Georgia Southern University Research and Service Foundation, Inc., for a one (1) year term beginning July 1, 2025 and ending June 30, 2026.

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

7. Consideration of a motion to approve the restricted sales agreement with Hyundai Motor America.

A motion was made to approve the restricted sales agreement with Hyundai Motor America.

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

8. Consideration of a motion to approve staff to enter into negotiations with EMC Engineering Services, Inc., to perform engineering design services for the Creek on the Blue Mile Project STM-34. This work is to be funded by GEFA State Direct Investment grant funds.

A motion was made to approve staff to enter into negotiations with EMC Engineering Services, Inc., to perform engineering design services for the Creek on the Blue Mile Project STM-34. This work is to be funded by GEFA State Direct Investment grant funds.

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

9. Consideration of a motion to approve the purchase of 23 portable radios and all required batteries, programming, warranty and licensing in the amount of \$145,625.42.

A motion was made to approve the purchase of 23 portable radios and all required batteries, programming, warranty and licensing in the amount of \$145,625.42.

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

10. Consideration of a motion to approve a Mutual Aid Agreement between the City of Statesboro Fire Department and the City of Metter Fire Department.

A motion was made to approve a Mutual Aid Agreement between the City of Statesboro Fire Department and the City of Metter Fire Department.

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

11. Consideration of a motion to approve a Mutual Aid Agreement between the City of Statesboro Fire Department and the City of Pooler Fire Department.

A motion was made to approve a Mutual Aid Agreement between the City of Statesboro Fire Department and the City of Pooler Fire Department.

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

12. Consideration of a motion to approve a Mutual Aid Agreement between the City of Statesboro Fire Department and the Bulloch County Fire Department.

A motion was made to approve a Mutual Aid Agreement between the City of Statesboro Fire Department and the Bulloch County Fire Department.

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

13. Other Business from City Council

Mayor Pro Tem Shari Barr stated she is proud of everybody who was able to join the delegation and go to represent Statesboro.

14. City Managers Comments

City Manager Charles Penny provided updates on some initiative and upcoming events:

A groundbreaking ceremony for the Whitesville Park renovation is scheduled for tomorrow July 2, 2025 at 10:30 am and invited City Council and the public to join in on this event.

The City of Statesboro Fire Department will be transferring the Community Assistance in Fire Emergencies (C.A.F.E) fire apparatus to the Bulloch Emergency Management Agency. We believe it would serve the entire county better to be located with Bulloch EMA

Art Park rotation is coming up and installation of new art will begin August.

Mr. Penny stated that this morning Council approved the purchase of some radios for the Statesboro Police Department and that a similar request will be coming back to you for Statesboro Fire Department. We had to make a commitment with Motorola for this purchase in order prevent a price increase.

Mr. Penny announced that the Joint Development Authority had a housing study done for our region and has set up a joint meeting to share the findings. The meeting is on Wednesday, July 9, 2025 at 5:30 pm in the Jack Hill Building at Ogeechee Technical College They have invited City and County officials as well as the Board of Education to hear the report.

The last item Mr. Penny addressed was the All-America City competition that took place this past Sunday in Denver, Colorado first thanking all the sponsors, Georgia Power, Development Authority, DSDA, Statesboro Convention and Visitors Bureau, Chamber of Commerce, Ogeechee Technical College Foundation, and Georgia Southern University. Mr. Penny continued stating our city was on a national stage and even though the judges did not select Statesboro as an All-America City, we were a finalist as an All-America City. Mr. Penny appreciated the leadership of Georgia Southern, Edie Grice who led the application effort, and Candice Bodkins with the Institute of Vibrant and Engaged Communities. The work they did represented what we have been doing. Mr. Penny recognized several individuals from the Statesboro Youth Council stating that they really wowed the judges with their presentations. The judges chose cities that had more to do with environmental sustainability in their presentations. The theme changes every year and next year it may align more with the things Statesboro is doing. Mr. Penny highlighted a discussion that took place with other community leaders regarding participatory budgeting, to have citizens in the room helping to identify what is important to our community. Citizen involvement during SPLOST negotiations is one example since they are the ones who vote for it. Involving our citizenry in decision-making helps create a better community.

Mayor Jonathan McCollar stated that often our community is concerned about the change and growth taking place in our community. He continued, a city that is not growing is a city that is dying he recalled Proverbs 29:18 “Where there is no vision the people perish” This is important because in January of 2018 when I stepped into this role we talked about a vision of what our community could be. At that time, over half the people who lived in the city of Statesboro lived in poverty. Today we have reduced it by 30% and we are still working on it. This happened because we have jobs coming and more people are going to work. Unemployment was in the double digits and today it is 3%. The City of Statesboro has laid the groundwork for sustainable expansion through infrastructure, making difficult decisions, and positioning the city as a regional and national leader. The work that we do today is about our young people. Let us build a community where we continue to reduce poverty, continuing to put people to work and continue to build a brighter future for our people.

15. Public Comments (General):

Len Fatica thanked the City of Statesboro for including VOAD in the All-America City competition presentation. He announced that VOAD has opened a new office on the corner of Vine Street and South Main Street.

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

At 9:42 a.m., a motion was made to enter into Executive Session to discuss “Real Estate” in accordance with O.C.G.A. 50-14-3(b).

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

At 9:52 a.m., a motion was made to exit Executive Session.

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

Mayor McCollar called the regular meeting back to order with no action taken in Executive Session.

17. Consideration of a Motion to Adjourn

A motion was made to

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

The meeting was adjourned at 9:53 a.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: July 7, 2025

RE: July 15, 2025 City Council Agenda Items

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

Recommendation: Planning Commission recommends Approval of the Zoning Map Amendment and staff conditions with a 6-0 vote.

Background: VSB Development LLC requests a Zoning Map Amendment of 138.06-acres of an existing 187.46- acre PUD in order develop five hundred (500) multi-family units and three (3) commercial/retail spaces at 2457 Old Register Road (Tax Parcel #076 000001 000).

Budget Impact: None

Council Person and District: Hendley (District 3)

Attachments: Zoning Services Report RZ 25-06-05



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 25-06-05 ZONING MAP AMENDMENT REQUEST	
LOCATION:	Old Register Road
PETITIONER/REPRESENTATIVE	VSB Development, LLC/ Christopher Gohagan
EXISTING ZONING:	PUD (Planned Unit Development)
PROPOSED ZONING:	PUD (Planned Unit Development)
FUTURE LAND USE CLASSIFICATION	Activity Centers/ Regional Centers
ACRES:	138.06-acres
PARCEL TAX MAP #:	076 000001 000
COUNCIL DISTRICT:	District 3 (Hendley)
EXISTING USE:	Vacant Lot
PROPOSED USE:	Residential and Commercial

Planning Commission: July 1, 2025
City Council: July 15, 2025

STAFF/PLANNING COMMISSION RECOMMENDATION

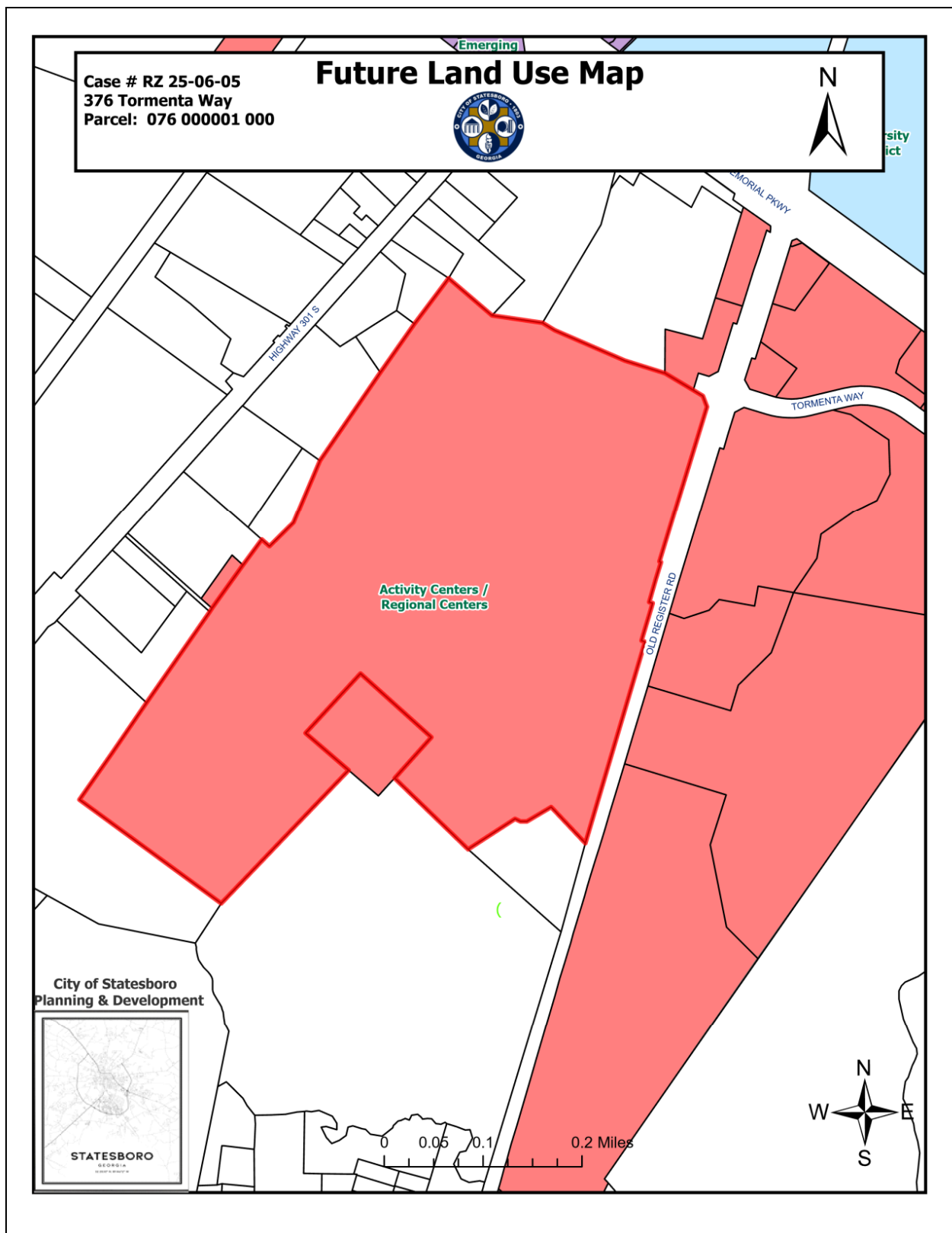
RZ 25-06-05 CONDITIONAL APPROVAL

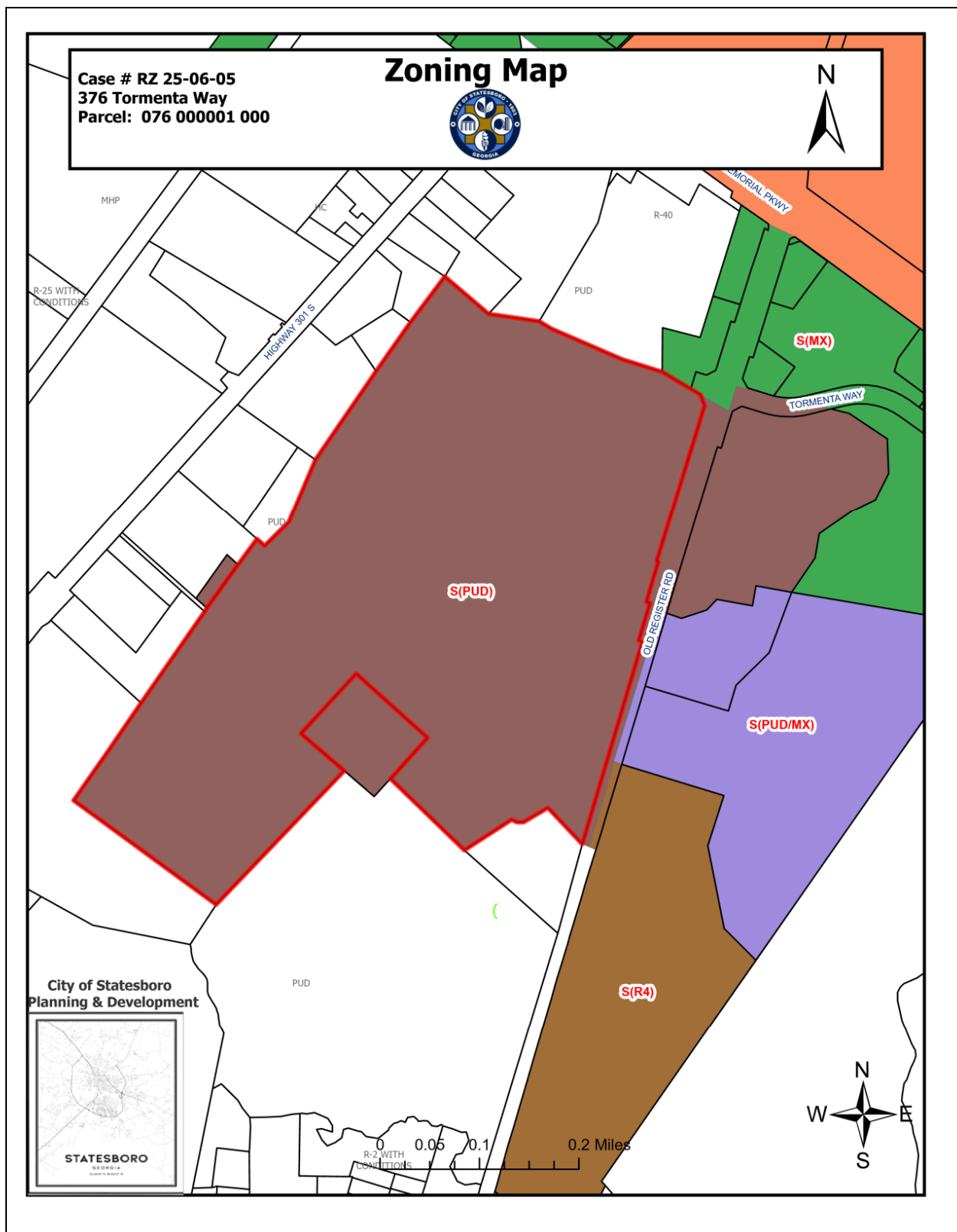
DETAILED DISCUSSION
HISTORY
<p>Timeline of the project: July 2010, the City previously received an annexation and zoning map amendment application (AN 10-06-01) to annex and rezone 291.74 acres which included shopping center on the northeast corner of Old Register Road and of Veterans Memorial Highway; 227.69 acres was proposed to be zoned R-40 (Single Family Residential) District and the remaining 64.05 acres proposed to be zoned PUD-CR (Planned Unit Development – Commercial Retail) District. In August 2010, the city approved the annexation and zoning map amendment request under Ordinance #2010-17. August 2018 zoned 138.06-acres from R-40 to PUD. In 2018-2019, the annexed and rezoned areas were allocated as a Tax Allocation District.</p>
REQUEST
<p>The petitioner is requesting a Zoning Map Amendment (Rezoning) of an existing PUD to begin construction of the multi-family units on approximately 19.84-acres and commercial/retail spaces on about 12.68-acres along Old Register Road. The property is located south of Tormenta Way, and on the west side of Old Register Road.</p> <p>.</p>

Case # RZ 25-06-05
376 Tormenta Way
Parcel: 076 000001 000

Location Map







SURROUNDING LAND USES/ZONING		
Location	Parcel Location & Zoning Information	Land Use
North	Location Area #1: Bulloch County	Commercial
Northeast	Location Area #2: MX (Mixed-Use)	Commercial
East	Location Area #3: PUD/MX (Planned Unit Development/Mixed Use)	Commercial
Northwest	Location Area #4: Bulloch County	Commercial
Southeast	Location Area #5: R-4 (High Density Residential)	Single Family Residences
South	Location Area #6: Bulloch County	Vacant
Southwest	Location Area #7: Bulloch County	Residential Subdivision
West	Location Area #8: Bulloch County	Single-Family House

SITE CHARACTERISTICS	
Acreage	Total of 138.06-acres
Lot	Mostly cleared, old farm land, National Register Historic Resource (house and outbuildings)
Flooding	No floodplain
Wetlands	There are approximately 19.40-acres of wetlands on the property located south/southwest of the proposed apartments.

Development Services Report
Case RZ 25-06-05

SITE DETAILS

Site Design and Layout

The full proposed project consists of 138.06-acres with components of the following:

Garden Style Apartments.

Proposed to be a maximum of five (5) stories high and proposed to be about 500 units facing Old Register Road. This translates to roughly 800 potential beds for the development.

Commercial and Retail Areas

The proposed project contains commercial and retail components. The designated commercial area located off of Old Register Road north of the proposed apartments, is proposed to consist of a hotel, professional offices and a bank. There are designated commercial areas at the time of writing this staff report that do not have specified retailers.

Roadways and Access

The proposed project is for a Planned Unit Development (PUD) with public and/or private roads with four (4) access points from Old Register Road.

The project proposes five (5) foot wide sidewalks to be provided within the community. Additionally, five (5) foot wide sidewalks along Old Register Road. UDC amendments for road will apply.

Infrastructure /Public Utilities

The project is planning to connect to City of Statesboro utilities. There is a Georgia Power Easement that runs north-south through the eastern portion of the PUD.

Recreational Facilities

The project does propose greenspace and amenity space for this specific project site. The proposed apartments would have a designated pool and gathering area in the center of the apartment complex. In addition, to the east of the proposed project is the athletic field for Tormenta FC. Also, less than one mile from Georgia Southern University activities.

National Register Historic Building

The National Register Historic house on the property sits to the south of the existing pond.

STAFF SUMMARY AND ANALYSIS

The subject site is a mostly vacant lot with 138.06-acres that is already designated as a PUD (Planned Unit Development). The petitioner is requesting to modify the existing PUD to allow the construction of the multi-family residential units and commercial/retail spaces along Old Register Road.

The development is shown as a part of the “Developing Area” in accordance with the Bulloch County Future Development Map. The area was once considered as an “*Emerging Business*,” under the 2018 Comprehensive Master Plan. However, with the adoption of *City of Statesboro 2024 Comprehensive Master Plan* now shows this area as a part of the “*Activity Centers/ Regional Centers*” is an area dominated by auto-oriented design. However, may evolve into pedestrian oriented shopping, office, and entertainment places that may also accommodate high-density residential development. The changes within area show how area has developed and continuing to grow in direction with 2024 Comprehensive Master Plan. In addition, the proposed project is aligned with the Future Land Use and Comprehensive Plan. The proposed project is consistent with nearby development patterns of suburban agriculturally zoned land transitioning to planned development of residential and commercial growth. The proposed project offers a variety of residential types units.

ENVIRONMENTAL SITE ANALYSIS

The subject property does have approximately 19.40-acres of wetlands, which includes a water retention pond. Currently the proposed project would not have an impact on the wetlands. A tributary of Little Lots Creek is also shown as a part of this wetland area. No floodplain on this property. In accordance with the request of the Ogeechee Riverkeeper, a wetlands plan should be submitted before construction begins.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently not serviced by City Water or Sewer, but water, sewer, and natural gas are available.

Old Register Road is considered an Urban Collector Road and Veterans Memorial Highway is considered a Principal Urban Arterial. The proposed project would consist of inter-parcel vehicular access, a left-turn lane on Old Register Road, and a right-in/right-out access for an additional driveway cut to the complex. The existing roadway of Old Register Road will need to be expanded throughout the area as affected, and should reflect the improvements as provided by the traffic study.



Subject property: view of the property from the ROW on Old Register Road, facing west.



Subject property: view of the property from the ROW on Old Register Road, facing south.



Property to the southeast of the subject project from the ROW of Old Register Road, facing south east.



Property to east of the subject property from the ROW of Old Register Road, facing east.



Property to the northeast of the subject property from the ROW of Old Register Road, facing north.



View of the Georgia Power Station north of the subject property from the ROW of Old Register Road, facing southwest.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **Approval of RZ 25-06-05**. If this petition is approved by the Mayor and Council is should be subject to the following enumerated condition(s):

1. In adherence to the recommendations of the Ogeechee Riverkeeper, the applicant must submit a wetland plan in addition to all standard plan requirements prior to the issuance of a Land Disturbance Permit.
2. The applicant will be required to submit tree plans showing the inclusion of tree canopy based on the type of development as outlined in the UDC, i.e. individual trees for single-family lots.

At the regularly scheduled meeting of the Planning Commission on July 1, 2025, the Commission recommended approval of the application and staff conditions with a 6-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Jennifer Joyner, Tax & License Coordinator

Date: July 7, 2025

RE: The TaJ

Policy Issue: Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6 Sec 6-1 3(a)

(a) No new alcoholic beverage license to sell, dispense, pour or offer to sell, dispense or pour any distilled spirits, alcoholic beverages, wine, beer, or malt beverages within the corporate limits of the City of Statesboro shall be issued to a new owner or new location until the application has been approved by the mayor and city council after a public hearing.

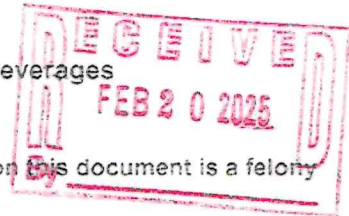
Recommendation: Planning and Development, Fire, Police, Legal, Building and Engineering recommended approval.

Budget Impact: None

Council Person and District: Shari Barr , District 5

Attachments: Application and Department Approvals

Application for License to Sell Alcoholic Beverages
City of Statesboro, Georgia



Please be advised that knowingly providing false or misleading information on this document is a felony pursuant to O.C.G.A. § 16-10-20 which states:

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than \$1,000.00 or by imprisonment for not less than one nor more than five years, or both.

The undersigned applicant hereby applies to the City of Statesboro, Georgia for a license to sell alcoholic beverages within the corporate limits of the City of Statesboro. **A non-refundable \$200 application fee must be tendered with the application.** (cash, credit card, certified check, or money order made payable to City of Statesboro)

Date application was received by tax/license office: _____

1. Business Trade Name: Noore Nanak LLC The Taj

D/B/A Name

2. Applicant's Name: DESHDEEP MAHINDRU / Alok Kumar Akse

Name of partnership (llc) corporation, or individual

3. Business Physical Address: 609-9 BRANNEN ST, SUITE 9
STATESBORO, GA - 30458

4. Business mailing address: _____

Same AS Above

5. Local business phone number: _____

Corporate office phone number: _____

6. Name of Manager: DESHDEEP MAHINDRU / Alok Kumar Akse

Person responsible for alcohol licensing issues

7. Phone number for manager: 706-877-1795

8. Email address for manager: _____

9. Address of manager: _____

10. Purpose of application is:

New Business X New Owner _____

Previous owner's name: _____

If the business name has changed, list previous name: _____

If the business address has changed, list the previous address: _____

11. Indicate where the business will be located:

____ Above ground

☒ Street or ground floor level

Section 6-10(D) Any person within the City of Statesboro who works as a bouncer, either as an employee, agent, or subcontractor whose responsibilities in an establishment that is licensed to sell alcoholic beverages for on-premises consumption shall have their alcoholic beverage security permit on their person at all times while acting as an employee, agent or subcontractor of the licenses. An alcoholic beverage security permit shall be readily available for inspection upon the request of any Statesboro Police Department Officer, City Code Enforcement Officer, or the City Manager/his designee.

12. Type of Business: _____ Individual _____ Corporation _____ Partnership ☒ LLC

Complete **EITHER** numbers 13, 14, and 15 **OR** 16, 17, and 18 in the section below:

13. If applicant is an individual: Attach a copy of the trade name affidavit.

Full Legal Name: _____ Phone #: _____

Home Address: _____

Have you completed the financial affidavit attached to this application? _____

14. If applicant is a partnership, LLC, or LLP: Attach trade name affidavit. If an LLC or LLP, attach a copy of certificate of LLC or LLP as filed with the Clerk of Superior Court and trade name affidavit, a copy of your operating agreement and/or partnership agreement, as well as other documents listed below that establish ownership rights of members or partners.

Name & address of partnership, LLC, or LLP: _____

Do you have an operating or partnership agreement for the LLC, LLC, or partnership? _____

If not, what documents establish the ownership rights of the members/partners? _____

15. Members of LLC and/or partners:

Full Legal Name: DESHDEEP MAHINDRU Phone #: 706-877-1795

Home Address: 542 Bunchgrass St.

Evans, GA - 30809

Full Legal Name: Alok Kumar Aksc Phone #: 803-842-9994

Home Address: 355 Wood Bridge Dr.

Aiken, SC - 29801

Full Legal Name: _____ Phone #: _____

Home Address: _____

Has each member/partner completed a financial affidavit to attach to this application? _____
(Attach additional pages if necessary)

Corporation/Stockholders: All corporate applicants who are corporations shall list the names and addresses of all stockholders and the percentage of stock owned by each. If a named stockholder therein is another corporation, the same information shall be given for the Stockholding Corporation. If, during the life of the license, the identity of the stockholders or their percentage of ownership should change, that information shall be sent to the Finance Department.

16. If applicant is a corporation: Attach a copy of the articles of incorporation, trade name affidavit, current annual corporation registration with the Georgia Secretary of State, as well as the bylaws, the shareholders agreement, and other documents listed below that identify ownership rights.

Name of Corporation: _____

Home Office address: _____

Mailing address (if different): _____

Date & Place of incorporation: _____

Do you have a shareholders agreement?: _____

If not, what documents establish the ownership rights of the shareholders? _____

17. Officers:

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

****Attach additional pages if necessary****

18. Stockholders: (if different than officer names)

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

****Attach additional pages if necessary****

Has each shareholder completed the financial affidavit attached to this application? _____

19. If there is any individual or officer who has resided at his/her current address LESS THAN 5 years, complete the information below:

Name: Deshdeep Mahindru Phone #: 706877-1795

Previous address: 1040 Alexander Drive, Augusta, GA-30909

Dates lived there: Sept. 2018 - Nov. 2022

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

20. Name & address of owner of the property (land & building) where the business will be located:

21. Is the commercial space where the business is to be located rented or leased? Leased

If yes, state name and address of lessor or landlord, and provide a copy of the lease with this application:

22. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits/receipts from the proposed business with any persons, firm, company, corporation, or other entity? —

If yes, provide name of person/firm, address, and amount of percentage of profits or receipts to be split:

23. Is there anyone connected with this business that is not a legal resident of the United States and at least 21 years of age? —

If yes, give full details on a separate sheet of paper.

If anyone connected with this business is not a US Citizen, can they legally be employed in the United States?

If yes, please explain on a separate sheet of paper and submit copies of eligibility.

24. Is there anyone connected with this business that has applied for a beer, wine, and/or liquor license from the City of Statesboro or other city/county in the State of Georgia, or other political subdivision and been denied such? No

If yes, please provide details on a separate sheet of paper.

25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? Yes

If yes, please provide details on a separate sheet of paper.

26. Is there anyone connected with this business that has been convicted within 15 years immediately prior to the filing of this application with any felony or for whom outstanding indictments, accusations, or criminal charges exist charging such individual with any of such offenses and for which no final disposition has occurred? —

If yes, please provide details on a separate sheet of paper.

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? — No —
If yes, please provide details on a separate sheet of paper.
28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? No
If yes, please provide details on a separate sheet of paper.
29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? —
If yes, please provide details on a separate sheet of paper.
30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? —
If yes, please provide details on a separate sheet of paper.
31. Will live nude performances or adult entertainment be a part of this business operation? —
If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, Deshdeep Mahindru, solemnly swear, subject to the penalties O.C.G.A. sec 16-10-20 as provided above which I have read and understood, that all information required in this application for license to sell alcoholic beverages and supporting documents is true and correct to the best of my knowledge and I fully understand that any false information will cause the denial or revocation of any alcohol license issued by the City of Statesboro license. I also fully understand that knowingly providing false information under oath in this affidavit will subject me to criminal prosecution and possible imprisonment.

Deshdeep Mahindru
Print full name as signed below

Deshdeep Mahindru
Signature of applicant

Owner
Title

02/20/25
Date

Sworn and subscribed before me this 20 day of Feb, 2025

Stacey Stanbro
Notary Public

4/12/26
My commission expires



Calculation of Basic License Fee

For Calendar Year: _____

Classification:	Mark all that apply	License Fee
1. A. Package Sales (Beer & Wine)	_____	\$1750
B. Package Sales (Distilled Spirits)	_____	\$5000
Location Reservation	_____	N/A
2. On Premise License Types		
A. Bar	_____	\$4300
B. Bar with Kitchen	_____	\$4300
C. Event Venue	_____	\$2500
D. Low Volume	_____	\$750
E. Pub	_____	\$5600
F. Restaurant	<u>X</u>	\$2800
3. Caterer	_____	\$200
4. Brewer, manufacturer of malt beverages only	_____	\$1750
5. Broker	_____	\$1750
6. Importer	_____	\$1750
7. Manufacturer of Wine only	_____	\$1750
8. Sunday Sales Permit	<u>X</u>	\$300
9. In Room Service Permit	_____	\$150

Total Due: \$ 3100



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	CONTACT NAME PHONE (A/C No. Ext): (855) 222-5919 FAX (A/C No): E-MAIL ADDRESS: support@nextinsurance.com
INSURED noorenanak llc dba The taj 609 Brannen St Ste 9 Statesboro, GA 30458	INSURER(S) AFFORDING COVERAGE INSURER A: Next Insurance US Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 673673772

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NXT3LXHCJ9-00-GL	02/20/2025	02/20/2026	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$15,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMPIOP AGG \$2,000,000.00 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAS <input type="checkbox"/> OCCUR EXCESS LIAS <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability Coverage		NXT3LXHCJ9-00-GL	02/20/2025	02/20/2026	Each Occurrence: \$1,000,000.00 Aggregate: \$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

noorenanak llc dba The taj
609 Brannen St Ste 9
Statesboro, GA 30458

LIVE CERTIFICATE



CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Taylor

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The T a J
Deshdeep Singh/Alok Kumar Akse
609 Brannen St. Suite 9

Please enter your recommendations and comments with your full name.

Alcohol License Review

Department	Full Name	Recommendation	Comments
Planning & Development	Jermaine Foster	Approved	02-24-2025 This location meets the UDC requirements
Fire Department	Jon Patterson	Approved	7/7/2025
Police Department	Jared Akins	Approve	None
Legal	Cain Smith	Approve	

City of Statesboro

Public Utilities Department



To: Charles Penny, City Manager
Jason Boyles, Assistant City Manager
Leah Harden, City Clerk

From: Matt Aycock, Director of Public Utilities

Date: 07/07/2025

RE: Utility Ordinance Amendments Council Agenda Item

Policy Issue:

Amendments to Statesboro Code of Ordinances Chapter 82 Utilities to remove language concerning water and/or sewer charges for customers not utilizing the services, and to replace City Engineer with Director of Public Utilities.

Recommendation:

Staff recommends a First Reading of proposed amendments to the Statesboro Code of Ordinances Chapter 82 to remove language concerning water and/or sewer charges for customers not utilizing the services, and to replace City Engineer with Director of Public Utilities.

Background:

At the June 17, 2025 work session, the Mayor and Council were presented with concerns regarding the ordinance language which states that utility customers must pay for water and/or sewer at such time that it becomes available, whether or not they utilize these services. Citing case law, the City Attorney recommended that this language be removed. Also, the original ordinance was written with the City Engineer as the department head over utilities. In an effort to allow for proper assignment of duties within Chapter 82-Utilities, it is recommended to replace City Engineer with Director of Public Utilities.

Budget Impact: None

Council Person and District: All

Attachments: Proposed redlined amended versions of Section 82-62(d).

Sec. 82-5. Water availability fee; private wells.

- (a) The mayor and city council have determined that it is in the best interest of the health, safety and welfare of the citizens of the city that it protect the quality and integrity of the water supplied to its citizens through the city's water system. The mayor and city council's responsibility in this area is further mandated by the Georgia Safe Drinking Water Act of 1977, regulations promulgated therefrom, and state and federal mandates concerning the protection of water resources and the provision of water to its citizens.
- ~~(b)~~ Every residence, institution, business establishment or service agency within the limits of the city and for which water service and/or sewage service is available shall pay a fee for the availability of each service, regardless of whether the residence, business or agency uses the services, based upon a fee schedule approved by the mayor and city council which shall be available for inspection at the office of the city clerk. In the event the service is available but not used, the fee charged shall not exceed the minimum fee charged on a user of each system.
- ~~(c)~~(b) No person, firm, business, institution, corporation, service agency or agents thereof shall drill a water well within the city limits without first obtaining a permit from the city. In order to be granted a permit, the following conditions shall apply:
- (1) No well shall be drilled, situated or located within 50 feet of a lot or property line.
 - (2) Submit the well to testing for bacterial and other organic and nonorganic contaminants or agents by the city.
 - (3) No shallow wells shall be drilled and all wells shall be at a minimum depth as required for the city's system by the Georgia Safe Drinking Water Act of 1977, regulations promulgated therefrom, and any other state or federal statute, mandate or regulation concerning the protection of water resources and the provision of water to its citizens.
- ~~(d)~~(c) A permit shall not be granted in the event:
- (1) The testing reveals the levels or presence of any agents or contaminants exceed those required of the city in the maintenance of the city water system by the Environmental Protection Division (EPD), Environmental Protection Agency (EPA) or any other governmental agency, statute or regulations.
 - (2) The physical arrangement of the well may, either directly or indirectly, be capable or pose a threat of imparting contamination to the city's public water system as the result of back flow, bypass arrangements, jumper connections, removable sections, swivel or changeover devices, or other temporary, permanent or potential connections through which or because of which back flow or back siphonage could or would occur.
 - (3) The city determines any other situation exists which poses a threat to the safety and efficiency of providing water to the citizens of the city through the city's public water system.
- ~~(e)~~(d) Any well permitted pursuant to this section shall undergo annual testing to determine whether the levels or presence of any agents or contaminants exceed those required of the city in the maintenance of the city water system by the EPD, EPA, or any other governmental agency, statute or regulations; whether the well poses a threat of imparting contamination to the city's public water system; or whether the well poses any other threat to the safety and efficiency of providing water to the citizens of the city through the city's public water system. The existence of any of the stated conditions shall be grounds for revocation of the permit; and further the failure of the well owner or operator to eliminate the situation leading to revocation shall be a violation of this section.
- ~~(f)~~(e) Any well permitted pursuant to this section shall be subject to spot testing at any time by the city or its agents to determine whether the levels or presence of any agents or contaminants exceed those required of

the city in the maintenance of the city water system by the EPD, EPA, or any other governmental agency, statute or regulations; whether the well poses a threat of imparting contamination to the city's public water system; or whether the well poses any other threat to the safety and efficiency of providing water to the citizens of the city through the city's public water system. The existence of any of the stated conditions shall be grounds for revocation of the permit; and further the failure of the well owner or operator to eliminate the situation leading to revocation shall be violation of this section.

~~(e)~~(f) The costs of any testing required by this section shall be paid by the permit applicant or permit holder.

~~(h)~~(g) The penalty for violation of this section shall be as set in section 1-12 of this Code.

(Ord. of 6-20-95(2))

Editor's note(s)—An ordinance adopted June 20, 1995, (2), set out provisions intended for use as a new § 82-4.

However, as there was already a § 82-4 and at the editor's discretion, these provisions have been codified as a new § 82-5.

Delete

~~Sec. 82-116. Connection with public sewer.~~

~~At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in section 82-98(b), a direct connection shall be made to the public sewer in compliance with this article. Any septic tanks, cesspools and similar private sewage disposal facilities shall be abandoned, cleaned of sludge and filled with clean bank run gravel or dirt within 60 days of notification to do so by the city engineer or other county or state agency having jurisdiction over such matters.~~

~~(Code 1987, § 23½-3.06)~~

Example

Sec. 82-113. Inspection.

A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the ~~city engineer~~ **Director of Public Utilities**. The city's authorized representatives shall be allowed to inspect the work at any stage of construction, and, in any event, the applicant for the permit shall notify the city when the work is ready for final inspection and before any underground portions are covered. The inspection shall be made within two working days of the receipt of notice by the ~~city engineer~~ **Director of Public Utilities**.

(Code 1987, § 23½-3.03)

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: July 1, 2025

RE: July 15, 2025 City Council Agenda Items

Policy Issue: *Resolution 2025-16: A Resolution Adopting Policies, Procedures and Program Guidelines for the Community Home Investment Program.*

Recommendation: Staff Recommends approval of Resolution 2025-16 as a requirement of the CHIP Grant.

Background: As a requirement for all recipients of CHIP Grant funds, the City of Statesboro shall pass a resolution outlining adoption of the CHIP Administrative Manual, as well as the Written Rehabilitation Standards as outlined in other federal and state regulations.

Budget Impact: None

Council Person and District: All

Attachments: Resolution 2025-16

**RESOLUTION 2025-16: ADOPTION OF POLICIES AND PROCEDURES AND PROGRAM DESIGN
FOR THE COMMUNITY HOME INVESTMENT PROGRAM (CHIP)**

THAT WHEREAS, The City of Statesboro, Georgia was selected as the and hereby further known as the “Recipient” of funds for the Community HOME Investment Program; and

WHEREAS, the Mayor and Council of the City of Statesboro has found it necessary to adopt policies, procedures and program design standards for the Community HOME Investment Program (CHIP) Grant Number 2025-115; and

WHEREAS, the Recipient has adopted the Policies and Procedures for the CHIP Program administered by DCA in accordance with the requirements of the 2024 CHIP Agreement, CHIP Administrative Manual, US Department of Housing and Urban Development (HUD) and other required federal and state regulations; and

WHEREAS, the CHIP Administrative Manual should be used in conjunction with the already accepted program design based on the City's approved 2025 application:

THEREFORE, BE IT RESOLVED, by the Recipient that they have adopted the Written Rehabilitation Standards designed by DCA in accordance with the requirements of the CHIP Administrative Manual, Housing and Urban Development (HUD) and other required federal and state regulations. The Standards will be used in conjunction with the Recipient’s already accepted program design based on the Recipient’s approved application.

THEREFORE, BE IT FURTHER RESOLVED, by the Recipient that they have adopted the Program Design and the Policies and Procedures included in the CHIP Administrative Manual that will be used to administer the CHIP program as set forth by the Georgia Department of Community Affairs for financial assistance pursuant to this 2025 CHIP Agreement.

Adopted on this 15th of July, 2025. CITY OF STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: July 1, 2025

RE: July 15, 2025 City Council Agenda Items

Policy Issue: *Resolution 2025-17: Adoption of Georgia Statutes*

Recommendation: Staff Recommends approval of Resolution 2025-17 as a requirement of the CHIP Grant.

Background: As a requirement for all recipients of CHIP Grant funds, the City of Statesboro shall pass a resolution adopting specific Georgia Statutes to include the Prohibition on Immigration Sanctuary Policies by Local Government Entities, Georgia Drug-free Workplace Act, and the Illegal Immigration Reform and Enforcement Act.

Budget Impact: None

Council Person and District: All

Attachments: Resolution 2025-17

RESOLUTION 2025-17: ADOPTION OF THE GEORGIA STATUTES BY LOCAL GOVERNMENTAL ENTITIES

THAT WHEREAS, the Mayor and Council have found it necessary to adopt the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23; and

WHEREAS, the Mayor and Council have found it necessary to adopt the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq; and

WHEREAS, the Mayor and Council have found it necessary to adopt the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91; and

WHEREAS, the Mayor and Council have adopted the GA Statutes: Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23; Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq; and Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91:

THEREFORE, BE IT RESOLVED, in consideration of the mutual covenants, promises and representations contained herein, the Mayor and Council agree as follows:

- Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23
- Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq
- Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91

Adopted on this 15th of July, 2025. CITY OF STATESBORO, GEORGIA

Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

GA STATUTES

2010 Georgia Code

TITLE 50 - STATE GOVERNMENT

CHAPTER 24 - DRUG-FREE WORKPLACE

§ 50-24-3 - Contractors to provide drug-free workplace

O.C.G.A. 50-24-3 (2010)

50-24-3. Contractors to provide drug-free workplace

(a) The principal representative of a state agency shall not enter into a contract with any contractor, other than an individual, unless the contractor certifies to the principal representative that:

(1) A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and

(2) Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name) , (subcontractor's name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code Section 50-24-3."

(b) A contractor may satisfy the requirement for providing a drug-free workplace for employees by:

(1) Publishing a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establishing a drug-free awareness program to inform employees about:

(A) The dangers of drug abuse in the workplace;

(B) The contractor's policy of maintaining a drug-free workplace;

(C) Any available drug counseling, rehabilitation, and employee assistance program; and

(D) The penalties that may be imposed upon employees for drug abuse violations;

(3) Providing each employee with a copy of the statement provided for in paragraph (1) of this subsection;

(4) Notifying each employee in the statement provided for in paragraph (1) of this subsection that as a condition of employment, the employee shall:

(A) Abide by the terms of the statement; and

(B) Notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace within five days of the conviction;

(5) Notifying the contracting principal representative within ten days after receiving from an employee or a subcontractor a notice of conviction as provided under subparagraph (B) of paragraph (4) of this subsection or after otherwise receiving actual notice of such a conviction;

(6) Making a good faith effort on a continuing basis to provide a drug-free workplace for employees; and

(7) Requiring that such contractor include in any agreement or contract with a subcontractor a provision that such subcontractor will provide a drug-free workplace for his employees by complying with the provisions of paragraphs (1), (2), (3), (4), and (6) of this subsection and by notifying the contractor of any criminal drug statute conviction for a violation occurring in the workplace involving the subcontractor or its employees within five days of receiving notice of the conviction. The contractor will notify the contracting principal representative pursuant to paragraph (5) of this subsection

Georgia Code

TITLE 36 - LOCAL GOVERNMENT

PROVISIONS - PROVISIONS APPLICABLE TO COUNTIES, MUNICIPAL CORPORATIONS, AND OTHER GOVERNMENTAL ENTITIES

CHAPTER 80 - GENERAL PROVISIONS

§ 36-80-23 - Prohibition On Immigration Sanctuary Policies By Local Governmental Entities; Certification Of Compliance

O.C.G.A. 36-80-23 (2010)

36-80-23. Prohibition on immigration sanctuary policies by local governmental entities; certification of compliance.

(a) As used in this Code section, the term:

(1) "Federal officials or law enforcement officers" means any person employed by the United States government for the purpose of enforcing or regulating federal immigration laws and any peace officer certified by the Georgia Peace Officer Standards and Training Council where such federal official or peace officer is acting within the scope of his or her employment for the purpose of enforcing federal immigration laws or preserving homeland security.

(2) "Immigration status" means the legality or illegality of an individual's presence in the United States as determined by federal law.

(3) "Immigration status information" means any information, not including any information required by law to be kept confidential but otherwise including but not limited to any statement, document, computer generated data, recording, or photograph, which is relevant to immigration status or the identity or location of an individual who is reasonably believed to be illegally residing within the United States or who is reasonably believed to be involved in domestic terrorism as that term is

defined in Code Section 16-4-10 or a terroristic act as that term is defined by Code Section 35-3-62.

(4) "Local governing body" means any political subdivision of this state, including any county, consolidated government, municipality, authority, school district, commission, board, or any other local public body corporate, governmental unit, or political subdivision.

(5) "Local official or employee" means any elected or appointed official, supervisor or managerial employee, contractor, agent, or certified peace officer acting on behalf of or in conjunction with a local governing body.

(6) "Sanctuary policy" means any regulation, rule, policy, or practice adopted by a local governing body which prohibits or restricts local officials or employees from communicating or cooperating with federal officials or law enforcement officers with regard to reporting immigration status information while such local official or employee is acting within the scope of his or her official duties.

(b) No local governing body, whether acting through its governing body or by an initiative, referendum, or any other process, shall enact, adopt, implement, or enforce any sanctuary policy.

(c) Any local governing body that acts in violation of this Code section shall be subject to the withholding of state funding or state administered federal funding other than funds to provide services specified in subsection (c) of Code Section 50-36-1.

(d) The Department of Community Affairs, the Department of Transportation, or any other state agency that provides funding to local governing bodies may require certification of compliance with this Code section as a condition of funding.

2010 Georgia Code

Title 13 - CONTRACTS

Chapter 10 - CONTRACTS FOR PUBLIC WORKS

E - 3. SECURITY AND IMMIGRATION COMPLIANCE

§ . 13-10-91 ■Illegal Immigration Reform and Enforcement Act

O.C.G.A. 13-10-91 (2010)

13-10-91. Verification of new employee eligibility; applicability; rules and regulations

(a) Every public employer, including, but not limited to, every municipality and county, shall register and participate in the federal work authorization program to verify employment eligibility of all newly hired employees. Upon federal authorization, a public employer shall permanently post the employer's federally issued user identification number and date of authorization, as established by the agreement for authorization, on the employer's website; provided, however, that if a local public employer does not maintain a website, the identification number and date of authorization shall be published annually in the official legal organ for the county. State departments, agencies, or

instrumentalities may satisfy the requirement of this Code section by posting information required by this Code section on one website maintained and operated by the state.

(b) (1) No public employer shall enter into a contract pursuant to this chapter for the physical performance of services within this state unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Before a bid for any such service is considered by a public employer, the bid shall include a signed, notarized affidavit from the contractor attesting to the following:

(A) The affiant has registered with and is authorized to use the federal work authorization program;

(B) The user identification number and date of authorization for the affiant; and

(C) The affiant is using and will continue to use the federal work authorization program throughout the contract period.

An affidavit required by this subsection shall be considered an open public record once a public employer has entered into a contract for physical performance of services; provided, however, that any information protected from public disclosure by federal law or by Article 4 of Chapter 18 of Title 50 shall be redacted. Affidavits shall be maintained by the public employer for five years from the date of receipt.

(2) No contractor or subcontractor who enters a contract pursuant to this chapter with a public employer or a contractor of a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within this state unless the contractor or subcontractor registers and participates in the federal work authorization program to verify information of all newly hired employees. Any employee, contractor, or subcontractor of such contractor or subcontractor shall also be required to satisfy the requirements of this paragraph.

(3) Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of any contract or subcontract entered into pursuant to this chapter, provide a public employer with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor. Such notice shall be provided within five business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit from each subsequent contractor attesting to the subcontractor's name, address, user identification number, and date of authorization to use the federal work authorization program.

(4) Contingent upon appropriation or approval of necessary funding and in order to verify compliance with the provisions of this subsection, each year the Commissioner shall conduct no fewer than 100 random audits of public employers and contractors. The

results of the audits shall be published on the www.open.georgia.gov website and on the Georgia Department of Labor's website no later than December 31 of each year. The Georgia Department of Labor shall seek funding from the United States Secretary of Labor to the extent such funding is available.

(5) Any person who knowingly and willfully makes a false, fictitious, or fraudulent statement in an affidavit submitted pursuant to this subsection shall be guilty of a violation of Code Section 16-10-20 and, upon conviction, shall be punished as provided in such Code section. Contractors and subcontractors convicted for false statements based on a violation of this subsection shall be prohibited from bidding on or entering into any public contract for 12 months following such conviction.

(c) This Code section shall be enforced without regard to race, religion, gender, ethnicity, or national origin.

(d) Except as provided in subsection (e) of this Code section, the Commissioner shall prescribe forms and promulgate rules and regulations deemed necessary in order to administer and effectuate this Code section and publish such rules and regulations on the Georgia Department of Labor's website.

(e) The commissioner of the Georgia Department of Transportation shall prescribe all forms and promulgate rules and regulations deemed necessary for the application of this Code section to any contract or agreement relating to public transportation and shall publish such rules and regulations on the Georgia Department of Transportation's website.

(f) No employer or agency or political subdivision, as such term is defined in Code Section 50-36-1, shall be subject to lawsuit or liability arising from any act to comply with the requirements of this Code section.

HISTORY: Code 1981, 13-10-91, enacted by Ga. L. 2006, p. 105, 2/SB 529; Ga. L. 2009, p. 970, 1/HB 2; Ga. L. 2010, p. 308, 2.A/SB 447.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: July 1, 2025

RE: July 15, 2025 City Council Agenda Items

Policy Issue: *Resolution 2025-18: Adoption of CHIP Homebuyer Eligibility*

Recommendation: Staff Recommends approval of Resolution 2025-18 as a requirement of the CHIP Grant.

Background: As a requirement for all recipients of CHIP Grant funds, the City of Statesboro shall pass a resolution adopting the homebuyer eligibility requirements for new construction as well as value limit requirements in accordance with 24 CFR 92.254 & CFR 92.203.

Budget Impact: None

Council Person and District: All

Attachments: Resolution 2025-18

**RESOLUTION 2025-18: A RESOLUTION ADOPTING COMMUNITY HOME
INVESTMENT PROGRAM (CHIP) HOMEBUYER ELIGIBILITY AND
HOMEOWNERSHIP VALUE LIMIT REQUIREMENTS**

BE IT RESOLVED, by the State Recipient and Sub-Recipient (Recipient) and it is hereby resolved by the authority of same.

WHEREAS, the Recipient has found it necessary to adopt homeowner's eligibility requirements and homeownership value limits for the Community HOME Investment Program (CHIP).

HOMEOWNERSHIP ELIGIBILITY REQUIREMENTS

The Recipient has established eligibility requirements for owner-occupied housing rehabilitation homeowners as follows:

- Must be a single-unit owner-occupied, stick-built or modular housing unit [if allowed in the contract].
- Must be properly owned as per 24 CFR 92.254.
- Must be a homeowner in the described target area
- Must have and maintain fire insurance.
- Must have property taxes paid up to date.

The Recipient will ensure that all homeowners' and homebuyers' gross household income is less than 80% of the county's average median income (AMI) as established by HUD.

HOMEOWNERSHIP VALUE LIMIT REQUIREMENTS

Assistance will be provided through the CHIP grant for affordable newly constructed housing and existing housing based on 95 percent of the median purchase price for the area in accordance with 24 CFR 92.254(a)(2)(iii) of the Final Rule published on July 24, 2013. The after-rehabilitation value will be established prior to any rehabilitation work being performed, and;

THEREFORE, BE IT FURTHER RESOLVED AND ADOPTED, by the Recipient the homebuyer income determination requirements that will be used to administer the CHIP program for financial assistance in accordance with 24 CFR 92.203 of the Final Rule published on July 24, 2013.

Adopted on this 15th of July, 2025. CITY OF STATESBORO, GEORGIA

Jonathan McCollar, Mayor

Date

Attest: Leah Harden, City Clerk

Date

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
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Shari Barr, District 5



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

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

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

From: Brad Deal, Director of Public Works and Engineering
David Moyer, Assistant City Engineer
Kiara Ahmed, Civil Engineer

Date: July 3, 2025

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

Policy Issue: FY2026 Statesboro Area Transit Program Contract

Recommendation:

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

Background:

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

Budget Impact:

Federal and State guidelines require 50% match for operational expenses and 10% match for capital expenses, estimated by the CRC to be \$412,828 and \$51,984, respectively. This expense will be paid by TSPLOST funds but will be reduced by actual fare revenue received (\$1/trip).

Council Person and District:

Citywide (all districts)

Attachments: FY 2026 Transit Agreement, Resolution

RESOLUTION 2025-19:

RESOLUTION AUTHORIZING THE EXECUTION OF OPERATIONAL AGREEMENT WITH THE COASTAL REGIONAL COMMISSION OF GEORGIA AND THE MAYOR AND CITY COUNCIL OF STATESBORO FOR PUBLIC TRANSPORTATION FOR FISCAL YEAR 2026.

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this ____ day of _____, 2025.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City Clerk

**PURCHASE OF SERVICE AGREEMENT
BETWEEN
CITY OF STATESBORO, GEORGIA
AND
COASTAL REGIONAL COMMISSION**

THIS AGREEMENT made and entered into this _____ day of _____ 2025 between the **City of Statesboro, GA**, hereinafter referred to as the **PURCHASER**, and Coastal Regional Commission, hereinafter referred to as the **PROVIDER**, each of the aforementioned being referred to collectively as the “Parties”.

WHEREAS, the **PROVIDER'S** coordinated transportation program is a rural public shared ride, curb- to-curb advance request service which meets the requirements of the Georgia Department of Transportation’s (GDOT) FTA Section 5311 program, available to all persons within the ten-counties of the coastal region; Camden, Glynn, McIntosh, Liberty, Bryan, Bulloch, Long, Chatham, Effingham, and Screven counties; and

WHEREAS, the **PROVIDER'S** coordinated transportation program meets the requirements for providing transportation services for elderly persons and persons with disabilities in accordance with the Georgia Department of Human Services (DHS) State Management Plan, within the nine-counties of the coastal region; Camden, Glynn, McIntosh, Liberty, Bryan, Bulloch, Long, Chatham, and Effingham, and

WHEREAS, the **PURCHASER** is in need of transportation services for their residents/customers that may utilize a prescribed route within the boundaries of their City; and

WHEREAS, the **PROVIDER** will respond to the current needs of its community by providing transportation services for the **PURCHASER’s** residents/customers as identified by the **PURCHASER**, except for the days referenced in the **PROVIDER’S** Holiday Schedule and included as **ATTACHMENT B**.

NOW, THEREFORE, in consideration for the promises and mutual covenants hereinafter, it is agreed as follows:

ARTICLE I: PROVIDER AND PURCHASER JOINTLY AGREE

- A. The service offered to the **PURCHASER** will be an extension of the **PROVIDER's** coordinated regional rural transit Section 5311 program open to the public, DHS clients and other riders; **PROVIDER** will also provide specific transportation services as requested or needed by **PURCHASER**. The expanded service provided to the **PURCHASER** is intended to supplement the existing demand-response system and will not supersede the operation of the **PROVIDER’s** current Section 5311 program.
- B. The **PROVIDER** will operate a flexible route transportation service to serve the customers of the **PURCHASER** located within the **PURCHASER’S** municipal boundaries.
- C. The **PURCASHERS** flexible route system will operate independently from the **PROVIDER’S** rural public transit Section 5311 program. The system will have dedicated vehicles with established schedules. The service will include two separate routes, which will delineate the routes and stop locations for each vehicle. See Attachment D, for the service routes map. The drivers will not be

required to deviate from the agreed upon schedules, except as stipulated in this agreement under Article I.F.

- D. The established routes will operate five (5) days a week, Monday – Friday, from 6:00 am to 6:00 pm.
- E. The driver will stop at each designated stop location, open the doors and wait five minutes, regardless of if a customer is waiting, and then proceed to the next designated stop. The second bus of the scheduled route should arrive within the next thirty (30) minute time frame. Drivers can assist customers with entering and/or exiting the bus as requested; however, they are not permitted to leave the line of site of the bus at any time.
- F. The PURCHASER understands that any customer with mobility issues who resides within one-quarter (1/4) mile of a stop location may request curb-side pick-up from their home address if their destination will be located at any of the designated stop locations along the routes. Those trips must be scheduled at a minimum of twenty-four (24) hours in advance by the resident by contacting the PROVIDER's Call Center at 1-866-543-6744; the trip will have a confirmed appointment, place, time, and estimated return trip.
- G. The PURCHASER agrees that any trips scheduled by the PURCHASER's customers for transportation outside of the designated stop locations will be provided separate from this agreement via the PROVIDER'S coordinated regional rural transit Section 5311 program that is open to the public, DHS clients and other riders.
- H. Any inconvenience caused by a customer's failure to adhere to the schedule will be the customer's sole responsibility and not cause disruption for others.
- I. There are currently four (4) vehicles designated for the support of this agreement that was obtained through the PROVIDER'S FY21 contract with GDOT, paid 100% with CARES Act funding. The vehicles are standard Transit Shuttle Vans currently in operation. The vehicles hold eight (8) passengers and one (1) wheelchair and are equipped with a wheelchair lift.
- J. The PROVIDER has four new standard Transit Shuttle Vans on order from GDOT, for the PURCHASER's requested expansion of this program. These vehicles will be provided through GDOT's Section 5311 capital grant program with funding of 80% federal dollars, 10% state dollars and the PURCHASER will pay the 10% local match dollars.
- K. The PURCHASER'S requested expansion is intended to meet the growing demand for service and to shorten the period of time between bus arrivals. Once the PURCHASER's requested expansion buses are received, the proposed routes and schedules may be revised by written agreement by the Parties.
- L. The PURCHASER understands that all vehicles are titled to the CRC with GDOT listed as the lien holder. Once a vehicle reaches the end of its useful life, it must be surplus and returned back to GDOT.
- M. The PROVIDER will be responsible for furnishing drivers, and coordinating the availability of vehicles, maintenance, and repair of vehicles, insurance, and all other needs for the vehicles used to carry out this AGREEMENT.
- N. The PROVIDER has adopted the DOT/FTA SUBSTANCE ABUSE TESTING POLICY AND PROGRAM FOR PUBLIC TRANSIT OPERATIONS and all safety sensitive personnel assigned to the operations of this Agreement will adhere to that policy.

- O. The PROVIDER will maintain insurance coverage during the term of this agreement to include owned, non-owned, and hired vehicles with a single limit of \$1,000,000.00 each accident and \$2,000,000.00 general aggregate and workers compensation coverage of \$1,000,000.00
- P. The PURCHASER and their employees are to be held harmless for any claim growing out of any action performed by the PROVIDER, its agents, employees, or any of its sub-contractors under any provision of this Agreement.
- Q. The PROVIDER shall not be liable to PURCHASER for any failure, delay, or interruption of services, or for failure or delay in the performance of the Agreement due to acts of God, fire, riot, governmental restrictions, enemy actions, civil commotion, or other similar acts or conditions beyond reasonable control of the PROVIDER.
- R. The PROVIDER will not assign, transfer, or delegate to another party the services offered herein without the express prior written consent of the PURCHASER.

ARTICLE II: PERIOD OF PERFORMANCE

The transportation service provided pursuant to this agreement shall begin on the **1st day of July 2025** and shall continue until the **30th day of June 2026**.

ARTICLE III: NOTICE

All notices under this Agreement shall be deemed duly given upon delivery, if delivered by hand, or three calendar days after posting, if sent by registered or certified mail, return receipt requested, to a party hereto at the addresses set forth below or to such other address as a party may designate by notice pursuant hereto.

A. PURCHASER:

City of Statesboro
Attention: **Charles Penny, City Manager**
50 East Main St.
Statesboro, GA 30458

B. PROVIDER:

Coastal Regional Commission
Attention : Dionne Lovett, Executive Director
1181 Coastal DR SW
Darien, GA 31305

ARTICLE IV: SCHEDULING, CANCELLATIONS, NO-SHOWS, SAFETY RULES

The PROVIDER will operate a flexible route system with designated routes and stop locations for each vehicle. See **ATTACHMENT D**, for the service routes map.

- A. Scheduling is not required for a customer to access the designated routes, unless the request is for a deviation within one-quarter (1/4) mile of a stop location for customers with mobility issues, as stipulated in Article I.F. Customers only need to be waiting at a designated stop location and pay their fare to access the system and ride the routes.
- B. Trips for residents who request a deviation from the stop location due to mobility issues must schedule the ride a minimum of twenty-four (24) hours in advance and have a confirmed appointment, place, time, and estimated return trip by contacting our Call Center at 1-866-543-6744.

- C. Cancellations for deviations for residents with mobility issues must be requested by the customer by NOON (12:00pm) the day prior to the scheduled trip. A copy of the Cancellation and No-Show Policy is included as ATTACHMENT C.
- D. Any deviated trips requested by the PURCHASER's customers but not canceled as required will be recorded as a no-show. A copy of the Cancellation and No-Show Policy is included as ATTACHMENT C.
- E. All customers transported must abide by the PROVIDER's Safety Rules and Regulations, included as ATTACHMENT A.

ARTICLE V. COMPENSATION

The PURCHASER will be responsible for all expenses to operate the system, as well as any no-show fares, which shall be paid in accordance with the following:

- A. The PURCHASERS customers will be required to pay a fare of one dollar (\$1.00) per leg of each trip provided or two dollars (\$2.00) per round trip each time the transit service is used. Discounts for senior citizens and students will be one-half dollar (\$0.50) or one dollar (\$1.00) per round trip each time the transit service is used. Exact fee amounts are required per leg and no customer will be permitted to board the bus without full and proper payment. The collected farebox revenue will be used to reduce the eligible net operating expenses, according to the FTA regulations for Section 5311 programs.
- B. The PURCHASER is responsible for any no-show fares charged for deviations from the designated routes that were not canceled as stipulated in Article IV.C. A copy of the Cancellation and No-Show Policy is included as ATTACHMENT C.
- C. The PROVIDER has included the estimated costs for the operation of this agreement, including the estimated costs for expansion of the service within the PROVIDERS budget submitted to GDOT as an addendum to the PROVIDER'S FY26 Section 5311 grant application.
- D. Section 5311 grant funding structure is fifty percent (50%) federal dollars and fifty percent (50%) local dollars for eligible net administrative and operating expenses, as well as eighty percent (80%) federal dollars, ten percent (10%) state dollars, and ten percent (10%) local dollars for eligible capital and preventative maintenance expenses.
- E. The PURCHASER will be responsible for all the local match requirements to operate the system, including the additional expenses for the expansion of service, once the new vehicles are received. The estimated budgets for this agreement is included as ATTACHMENT E.
- F. The PROVIDER has four new standard Transit Shuttle Vans on order from GDOT, for the PURCHASER's requested expansion of this program. These vehicles are funded through GDOT's Section 5311 capital grant program with funding of 80% federal dollars, 10% state dollars, and 10% local match dollars. The PURCHASER has prepaid the local match share (\$47,316) in March 2025, at the time the vehicles were ordered by GDOT.
- G. The PROVIDER will bill the PURCHASER based on the actual expense to operate the service.
- H. The PROVIDER will invoice the PURCHASER monthly. Invoices may be submitted via e-mail or US postal service.
- I. Payment is due within 30-days upon receipt of an invoice in the full amount. Failure to make timely payment to the PROVIDER may result in suspension of transportation service until paid in full.

J. Invoices shall be submitted to:

City of Statesboro
50 East Main St.
Statesboro, GA 30458
Attention: Kiara Ahmed
Kiara.ahmed@statesboroga.gov

K. Payments shall be made to:

Coastal Regional Commission
Attention: Lena Geiger, Finance Director
1181 Coastal DR SW
Darien, GA 31305

ARTICLE VI: ASSURANCES-FEDERAL AND STATE LAWS, RULES, REGULATIONS AND STANDARDS

The PROVIDER assures that all work done as part of this agreement will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations for providing transportation services funded in parts through the Georgia Department of Transportation and the Georgia Department of Human Services and assumes responsibility for full compliance with all such laws, rules and regulations.

ARTICLE VII: COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS

The **PROVIDER** verifies that throughout the performance of this Agreement it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC§ 1324a, Unlawful Employment of Aliens and OCGA § 13-10-91, the Georgia Security and Immigration Compliance Act, regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States.

The **PROVIDER** verifies that it is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

ARTICLE VIII. LIABILITY OF PURCHASER

To the extent allowed by Georgia law, the PURCHASER shall be responsible and liable for, and it shall hold the PROVIDER harmless from and against any and all suits, legal proceedings, claims, demands, damages, cost and expenses, including attorney fees, arising out of or in connection with or claimed to arise out of or in connection with any negligent or wrongful error, omission or act of the PURCHASER or anyone acting in its behalf in connection with or incident to this Agreement, or as a result of any failure of the PURCHASER to properly carry out its responsibilities under this Agreement.

ARTICLE IX: NONCOMPLIANCE, MODIFICATION, OR TERMINATION

In the event of the PROVIDER and/or the PURCHASER's non-compliance with the requirements of this Agreement, the compliant party may terminate this Agreement immediately.

- A. Either party may terminate this Agreement without cause by giving the other party thirty (30) days advance written notice.

- B. The PROVIDER shall only be entitled to compensation for any trips completed on said Agreement up to the date of termination of this Agreement. Furthermore, upon termination, the PROVIDER shall be released from its said responsibilities for the completion of the Agreement.
- C. All modifications and changes to the Agreement shall be in writing and may be altered only by a written “Amendment” signed by both Parties.

ARTICLE X: CONFLICT RESOLUTION

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement, including but not limited to payment disputes, through personal negotiations between senior management of the parties.

ARTICLE XI: SEVERABILITY

A determination that any provision of this Agreement is not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

ARTICLE XII: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or Agreements. No written or oral agreements, representatives, statements, negotiations, understandings, or discussions that are not set out, referenced, or specifically incorporated in this Agreement shall in any way be binding or of effect between the Parties.

ARTICLE XIII: ATTACHMENT INCLUSION

This Agreement includes attachments as listed below, which are hereto attached.

- ATTACHMENT A SAFETY RULES AND REGULATIONS
- ATTACHMENT B PROVIDERS HOLIDAY SCHEDULE
- ATTACHMENT C CANCELLATION AND NO SHOW POLICY
- ATTACHMENT D SERVICE MAP
- ATTACHMENT E FY26 BUDGET

(This space is left intentionally blank; signatures on the following page)

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

CITY OF STATESBORO

By: _____
Jonathan McCollar, Mayor

Date: _____

Attest: _____

Date: _____

COASTAL REGIONAL COMMISSION

By: _____
Dionne Lovett, Executive Director

Date: _____

By: _____
Rosa Romeo, Chair

Date: _____

ATTACHMENT A

Safety Rules and Regulations

Safety is our top priority for the general safety of the passengers and staff.

1. Seat belts must be used at all times.
2. Children 18 and under must have a signed parental waiver. Minors aged 14-18 may ride alone with a signed parental waiver. Children under 14 must ride with an adult.
3. Child car seats must be used for children 5 and under. Parents are responsible for providing and correctly installing seats before the trip.
4. Service animals are permitted. Other pets are not.
5. Please limit packages to no more than what the passenger can carry. Packages must be stored under the seat or in the back of the bus to avoid an unsafe or hazardous entering and exiting by passengers. Aisles must remain clear. Bus drivers are not permitted to assist passengers in carrying packages on or off bus and/or to residences.
6. No smoking, eating, or drinking allowed in the coaches at any time.
7. Weapons are not permitted.
8. Absolutely no alcohol or illegal drugs allowed. Riders who appear to be under the influence of alcohol or other drugs may be denied transportation service.
9. No hazardous, combustible chemicals or flammable chemicals are allowed at any time on vehicles.
10. Inappropriate behavior which presents a danger or nuisance to other riders or transit staff will not be tolerated. This includes but is not limited to: verbal or physical abuse, violence, offensive language, gestures, or threats.
11. Adequate time for loading and unloading is given.
12. The driver will wait at the scheduled pickup point for 5 minutes. Riders should make every effort to be ready and wait at the scheduled pickup time.
13. The use of radios, cellphones, and any similar devices must be with headsets.
14. No school bus service will be provided.
15. Demand response public transit cannot guarantee daily transport for work commuters.

ATTACHMENT B

Holiday Schedule

Transportation Services will not be provided on designated holidays observed by the PROVIDER:

New Years Day

Labor Day

Martin Luther King's Birthday

Columbus Day

Good Friday Holiday

Veterans Day

Memorial Day

Thanksgiving Day and Day After

Juneteenth

Christmas Eve / Christmas Day

Independence Day

ATTACHMENT C

Cancellation and No-Show Policy

Cancellations-

Cancellations for deviations for residents with mobility issues must be requested by the customer by NOON (12:00pm) the day prior to the scheduled trip by contacting the PURCHASER'S Call Center at 1-866-543-6744, in order to avoid a no-show trip charge.

No-Shows

A passenger who is not at the appointed pick-up location at the estimated time, and the trip has not been cancelled according to policy, is considered a no-show.

The driver must wait 5 minutes after the appointed pick-up time before a passenger is considered a no-show.

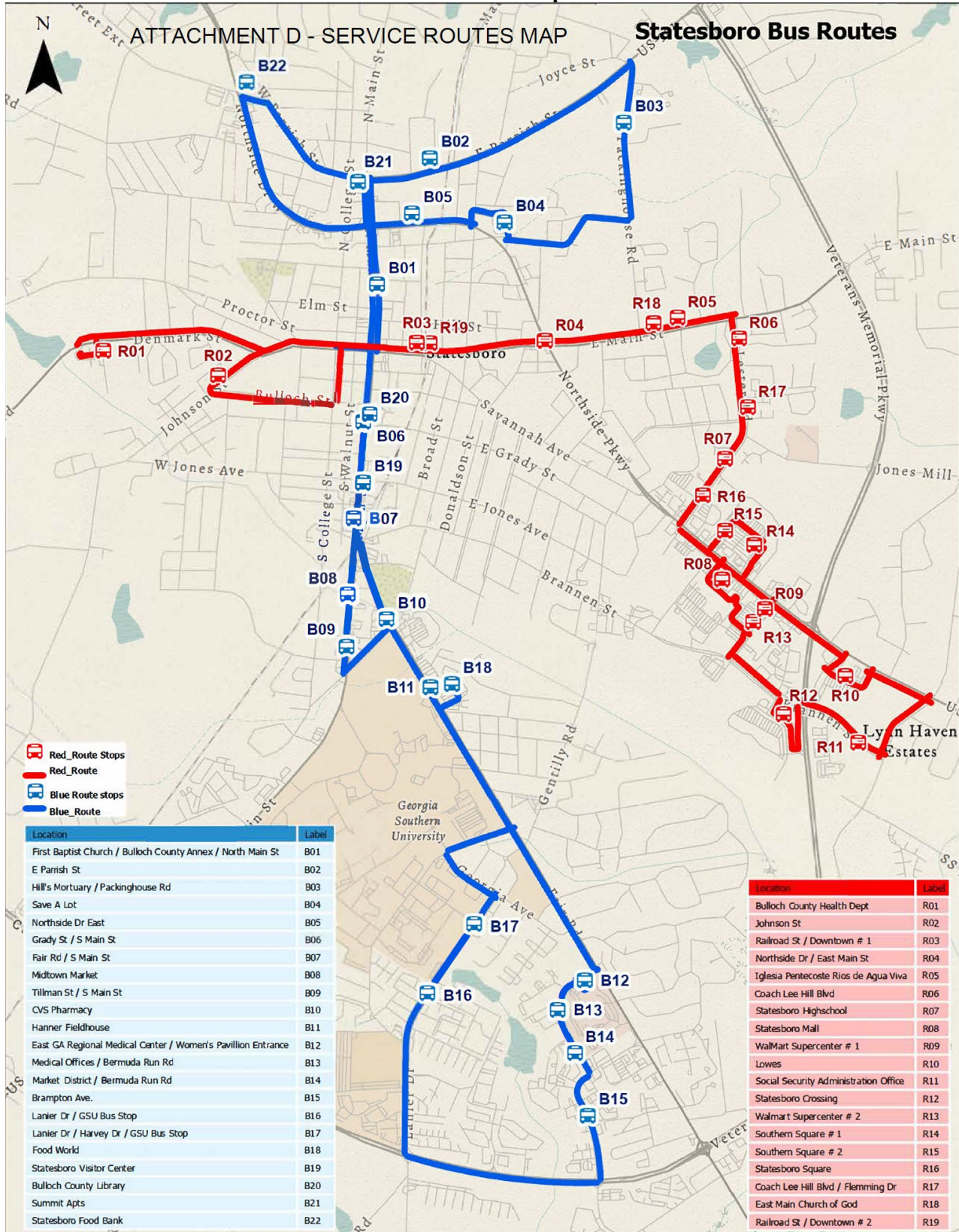
When a passenger is a no-show on leg A of the trip, leg B (if one was ordered) is automatically cancelled.

The PROVIDER will notify the PURCHASER of any no-show within 3 business days.

After 3 consecutive no-shows and notifications to the PURCHASER, the passenger is suspended and all future trips in the system are canceled. The PROVIDER will not attempt to transport the passenger again, until the PURCHASER has discussed the repeated no-shows with the passenger.

ATTACHMENT D

Service Route Map



ATTACHMENT E

Estimated Budgets

Administrative & Operating Budget	
Revenues	Budget
Federal	\$412,828
State	
Minimum Match	
Farebox	\$12,000
Local Revenue	\$412,828
Total Administrative & Operating Revenues	\$837,657
Expenses	Budget
Professional Salaries	\$320,042
Fringe Benefits	\$167,228
Utilities - Telephone	\$5,000
Utilities - Cell Phone	\$10,000
Advertising	\$500
Transit Drug Testing	\$2,000
Uniforms	\$800
Personnel Services	\$1,000
Commission Car	\$500
Gasoline	\$100,000
Vehicle Repairs	\$10,500
Vehicle Insurance	\$95,000
Miscellaneous	\$5,000
Indirect Costs	\$120,087
Total Administrative & Operating Expenses	\$837,657

Capital & Preventative Maintenance Budget	
Revenues	Budget
Federal	\$415,869
State	\$51,983
City of Statesboro	\$51,984
Total Capital & Preventative Maintenance Revenues	\$519,836
Expenses	Budget
4 Vehicles @ 118,459 each	\$473,836
Wrapping for vehicles	\$16,000
Preventative Maintenance	\$30,000
Total Capital & Preventative Maintenance Expenses	\$519,836

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Brad Deal, P.E., Director of Public Works and Engineering
Marcos Trejo, P.E., Assistant Director of Public Works
Timeka Shannon, KSBB Coordinator

Date: July 7, 2025

RE: Georgia ReLeaf Program Grant

Policy Issue: Grant Application

Recommendation:

Staff recommends approval to apply for the Georgia ReLeaf Program Grant through the Georgia Tree Council and Georgia Forestry Commission, in the amount of \$12,750. No matching funds are required.

Background: The Georgia Tree Council (GTC) and Georgia Forestry Commission (GFC), in partnership with the USDA Forest Service, administer the Georgia ReLeaf program. This initiative provides funding to municipalities, government agencies, non-profits, and educational institutions across Georgia to support tree planting and tree giveaway projects. KSBB would like to apply for the Georgia ReLeaf Grant in partnership with the Statesboro Food Bank and the Statesboro Tree Board. Our proposed project will include a tree giveaway event hosted at the Statesboro Food Bank. This location falls within a designated match waiver area, making the project eligible for full grant funding with no matching requirement. If awarded, the grant funds, totaling \$12,750, will be used to purchase native tree species for community giveaway and necessary supplies for planting including mulch, transportation, and tree stake kits.

Budget Impact: None

Council Person and District: All

Attachments: Resolution



GEORGIA RELEAF GRANT MEMORANDUM

TO: Brad Deal, Director of Public Works and Engineering

FROM: Timeka Shannon, Coordinator, Keep Statesboro-Bulloch Beautiful (KSBB)

DATE: July 8, 2025

SUBJECT: Request for Approval to Apply for the Georgia ReLeaf Grant – Community Fruit Tree Orchard at Statesboro Food Bank

I am requesting approval to apply for the Georgia ReLeaf Grant through the Georgia Tree Council and Georgia Forestry Commission to support a Community Fruit Tree Orchard planting and educational event at the Statesboro Food Bank.

In collaboration with the Statesboro Food Bank, Statesboro Tree Board, Greener Boro Commission, Georgia Southern University, the City of Statesboro Streets & Parks Division, and with the help of additional community organizations and volunteers, this project will directly serve our community by providing fresh fruit resources to residents who seek assistance from the food bank.

If awarded, the grant funds, totaling \$12,750, will be used to:

- Purchase native tree species for community giveaway
- Purchase a variety of fruit trees to plant on the Statesboro Food Bank property
- Provide necessary supplies including gator water bags, mulch, stakes, and tree straps

The proposed Community Fruit Tree Orchard planting and educational event will take place at the Statesboro Food Bank, located within an area that qualifies for a grant match waiver under the Georgia ReLeaf Grant guidelines. This location serves residents within historically underserved census tracts, many of whom face food insecurity and limited access to greenspace and fresh produce. By planting fruit trees on the Food Bank property, this project will create an ongoing source of fresh fruit, expand the urban tree canopy, and offer education on proper tree planting and care.

To ensure outreach efforts are directed toward homeowners and residents within eligible tracts, KSBB will implement a targeted promotion plan that includes:

- Partnering with local schools serving students from eligible tracts to distribute event flyers and information to families.
- Placing yard signs, posters, and banners in highly visible locations within qualifying neighborhoods, including near parks, community centers, and local businesses.
- Collaborating with the Food Bank, neighborhood associations, and faith-based organizations within these areas to help spread the word directly to residents.
- Promoting the event through social media and digital platforms, while clearly emphasizing the benefits and accessibility for residents living in eligible tracts.

These efforts will ensure that homeowners and residents in qualifying areas are fully informed and encouraged to participate in the event, supporting the project's alignment with the match waiver requirements while still welcoming all Statesboro residents to engage. This initiative also reflects Statesboro's long-standing commitment as a Tree City USA community, enhancing both environmental and social well-being by strategically focusing resources where they are needed most.

Beyond the tangible resources, this project aims to promote urban forestry best practices, environmental stewardship, and education on proper tree planting and care. KSBB will also work with the Statesboro Food Bank to implement a three-year maintenance plan for the orchard to ensure the long-term success of the plantings.

The project aligns with the Georgia ReLeaf Grant objectives, focusing on improving urban forestry needs, engaging diverse community partnerships, promoting visibility, and incorporating public education. This initiative also contributes to the environmental, social, cultural, historical, psychological, and economic well-being of our community.

Statesboro has been proudly recognized as a Tree City USA community for 32 consecutive years. This project strengthens that commitment by expanding our urban tree canopy, enhancing food security, and furthering our environmental sustainability efforts.

I respectfully request your approval to proceed with submitting the grant application.

Thank you for your consideration and continued support of community-focused environmental initiatives.

Sincerely,

Timeka Shannon
Coordinator, Keep Statesboro-Bulloch Beautiful

**RESOLUTION 2025-20: A RESOLUTION APPROVING SUBMISSION OF AN APPLICATION FOR THE
GEORGIA RELEAF GRANT THROUGH THE GEORGIA TREE COUNCIL AND GEORGIA FORESTRY
COMMISSION**

WHEREAS, the Mayor and City Council understand the importance of urban tree canopies in Georgia communities; and

WHEREAS, the Mayor and City Council support tree planting projects that enhance urban forests and promote environmental stewardship, while providing educational opportunities and resources for residents and community groups; and

WHEREAS, City staff will prepare an application for submission by the established deadline; and

WHEREAS, no local match for the application is required; and

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

Section 1: The Mayor and City Council hereby approve the submission of an application for the Georgia ReLeaf Grant through the Georgia Tree Council and Georgia Forestry Commission.

Section 2: The Mayor, City Manager, or their designee is authorized to execute any necessary documents and take all actions required to implement the project if awarded funding.

Adopted this ____ day of _____, 2025.

By Jonathan J McCollar, Mayor

Attest: Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: July 1, 2025

RE: July 15, 2025 City Council Agenda Items

Policy Issue: 2025 Community HOME Investment Program (CHIP): State Recipient Grant Agreement & Addendum

Recommendation: Staff Recommends entering into agreement with the Georgia Housing and Finance Authority as a requirement of the CHIP Grant.

Background: As a requirement for all recipients of CHIP Grant funds, the City of Statesboro shall enter into an agreement with the Georgia Housing and Finance Authority. This agreement specifies contract duration, expenditure deadlines, conflicts of interest, indemnification, and additional items. A grant Addendum is required for all grant agreements for CHIP Grants.

Budget Impact: None

Council Person and District: All

Attachments: Georgia Department of Community Affairs 2025 Community HOME Investment Program State Recipient Grant Agreement & Addendum.

**Georgia Department of Community Affairs
2025 Community HOME Investment Program
State Recipient Grant Agreement**

This Grant Agreement ("Agreement") is made and entered into by and between the Georgia Housing and Finance Authority ("GHFA") located at 60 Executive Park South, NE, Atlanta, Georgia 30329 and City of Statesboro ("State Recipient"), located at 50 East Main Street, Statesboro, GA 30458 for the purpose of providing funding to the State Recipient to implement the federal HOME Investment Partnership Program ("HOME") funded activities as described in the 2025 Community HOME Investment Program ("CHIP") Application Manual ("Application") under which the funds were awarded.

WITNESSTH THAT:

WHEREAS, the Georgia Department of Community Affairs ("DCA") administers CHIP on behalf of GHFA, including the issuance of the CHIP application manual, the review and selection of applications submitted in response to the Application, the disbursement of CHIP funds to selected State Recipients and the determination of compliance with the HOME regulations at 24 CFR Part 92, the program requirements found in the Application, and any manuals or policies issued for CHIP; and

WHEREAS, GHFA has designated funds for CHIP from its federal HOME funds; and

WHEREAS, the State Recipient has applied for funds under CHIP and has been determined to be an eligible applicant as defined in the CHIP Application and has been selected by DCA for an award of funds; and

WHEREAS, GHFA and the State Recipient desire to establish their respective rights, duties, and responsibilities for the release of HOME funds under CHIP and the State Recipient's implementation of activities in accordance with the CHIP Application and CHIP administrative manual.

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

SECTION 1

Duration and Contract Benchmark Conditions

The duration of this Agreement is three (3) years and shall begin on September 1, 2025, and end on August 31, 2028. This Agreement with DCA must be fully executed, and all contract conditions must be submitted by August 31, 2025. DCA may allow one additional grant extension after August 31, 2028, if necessary, to complete the grant activities. However, grants will expire within four (4) years on August 31, 2029. In addition, required benchmarks must be met within the first eighteen (18) months. If these benchmarks are not met, DCA may exercise its right to terminate the grant for inactivity. The required benchmarks for owner-occupied housing rehabilitation include: 1) the homeowners have been identified, and 2) the pre-setups have been submitted. The required benchmarks for new construction include: 1) the land acquisition has been completed, 2) the pre-sets have been submitted (if project sites were not known during application), 3) the bid requests have been published, 4) a developer has been procured, and 5) a written agreement with the developer has been executed. The Agreement may be terminated

by either party by written notice of such intent and submitted thirty (30) calendar days in advance of the termination date.

SECTION 2

Expenditure Deadline and Close Out

In accordance with the HOME Final Rule 24 CFR 92.205, all project funds associated with an eligible activity must be committed by a written agreement and entered into the Integrated and Disbursement and Information System ("IDIS") of the U.S. Department of Housing and Urban Development ("HUD") or any successor system mandated by HUD. The project must be completed within four (4) years of the date of commitment of funds.

Following the expenditure and completion deadline of the Agreement, the State Recipient must complete all program close-out processes as required by the HOME Final Rule and applicable CHIP requirements prior to the expiration date of this Agreement.

SECTION 3

State Recipient Designation for the CHIP Program

The local unit of government shall act as a State Recipient and ensure that the HOME funds are used in accordance with the requirements of HOME and other applicable state laws for administering the CHIP program. The State Recipient will assume all responsibilities included in the HOME Final Rule at 24 CFR Part 92 and applicable CHIP manuals and policies.

SECTION 4

Funding

Amount of Funding. Subject to the terms and conditions set forth in this Agreement, GHFA agrees to provide up to one million three hundred seventy-two thousand six hundred fifty-nine dollars (\$ 1,372,659.00) of CHIP funds ("Project Funds") for eligible project-related costs. As set forth in Section 15, GHFA will disburse the funds over time, subject to DCA's approval of draw requests submitted by the State Recipient in accordance with DCA's procedures.

Use of Grant. The State Recipient agrees that it shall use the Project Funds to pay only for reasonable and necessary expenses associated with the activities provided in Appendix A to this Agreement and in accordance with the provisions of the HOME program regulations.

SECTION 5

General Programmatic Responsibilities

The State Recipient shall be responsible for administering CHIP funds in accordance with the program requirements provided in the application and CHIP manual to successfully carry out all planned program activities. The State Recipient further agrees to assume responsibility for compliance with all applicable state and federal laws and regulations.

The State Recipient agrees to be responsible for executing all necessary legal documents and other written agreements related to lending or distributing CHIP funds in accordance with the CHIP program application and related CHIP manuals and in compliance with the HOME program requirements for written agreements at 24 CFR 92.504. The State Recipient shall use the loan closing documents prescribed by the CHIP program requirements.

The State Recipient agrees to manage the day-to-day operations of its CHIP-funded program and to monitor all activities to assure compliance with all HOME regulations, all requirements of the CHIP application and related CHIP manuals and all other applicable federal, state, and local laws and regulations. The State Recipient shall provide reports as deemed necessary and mandated as applicable under federal regulations, to assure proper accounting for all Project Funds, consistent with the requirements of 24 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. CHIP will prescribe the report and delivery format for submission of such reports.

The State Recipient shall determine all rehabilitation standards used for units assisted with CHIP funds are in compliance with the eligibility and occupancy requirements as set forth in the HOME regulations (24 CFR 92.251), and all applicable CHIP manuals.

The State Recipient shall ensure all CHIP homeowners and homebuyers are determined to be income-eligible in accordance with 24 CFR 92.203.

The State Recipient will provide oversight, monitor, and keep records the State Recipient is required to perform as set forth in the related CHIP material.

The State Recipient shall apply homebuyer program policies and underwriting tools in accordance with 24 CFR 92.254 (f), as applicable to the CHIP program design. The State Recipient will comply with the requirements of the recapture provisions in accordance with 24 CFR 92.254. Additional guidance for recapture is provided in Section 7.

All homeowners or home buyers receiving CHIP funds will be required by the loan documents to procure and maintain for the period of affordability or the term of the loan, whichever is longer, general hazard insurance, insuring the eligible properties against fire and all other reasonable hazards as may be required by the State Recipient. If the subject property is located in a FEMA-designated flood hazard zone, then the homeowner or home buyer must also secure a certified flood insurance policy. A copy of said insurance policy, which names GHFA as mortgagee, shall be retained by the State Recipient. In addition, whenever the scope of work requires that the homeowner or other residents vacate the premises, the State Recipient shall require the general contractor to maintain a builder's risk policy.

SECTION 6

Affordability

All housing assisted with CHIP funds must meet the affordability requirements in accordance with 24 CFR 92.252 and 24 CFR 92.254, as applicable, of the HOME final rule. The State Recipient will ensure that its HOME-assisted properties adhere to the affordability requirement and will advise each applicant of this HOME provision enforced by CHIP requirements. If, at any time, the homeowner no longer meets the affordability requirements, the property will be deemed to be in default and subject to recapture via the applicable loan documents.

The State Recipient agrees to monitor for compliance with the affordability requirements through the entirety of the period of affordability in accordance with 24 CFR 92.252-and 24 CFR 92.254, as applicable. Any funds expended that do not meet the affordability requirements of 24 CFR 92.252 and 24 CFR 92.254, as applicable, for the specified time period must be repaid to GHFA.

SECTION 7

Program Income

HOME program income is defined in the Definitions section of the HOME Final Rule at 24 CFR 92.2. The State Recipient agrees to return program income at the sale of each CHIP new construction project. The State Recipient agrees to return all remaining program income by the end of the grant award. Program Income is generated by the expenditure of the CHIP funds as defined by HOME final rule and in accordance with the requirements set forth in the DCA CHIP program Income Policies and Procedures within the CHIP Administrative Manual.

SECTION 8

Recaptured Funds

The State Recipient agrees that when the CHIP-assisted property is no longer the homeowner's principal residence, the State Recipient will enforce the recapture provisions set forth in 24 CFR 92.254. The State Recipient agrees that all recapture funds received from CHIP activities are to be repaid to GHFA in accordance with the terms of the loan closing documents required by DCA for the use of CHIP funds.

SECTION 9

Uniform Administrative Requirements

The State Recipient must comply with the applicable uniform administrative requirements in 24 CFR Part 200 as described in 24 CFR §92.505 of the HOME final rule. If there is a conflict between the definitions in 24 CFR Part 200 and 24 CFR Part 92, the definitions in 24 CFR Part 92 govern.

SECTION 10

Georgia Security and Immigration Compliance Act **O.C.G.A. §50-36-1**

The State Recipient must comply with O.C.G.A. §50-36-1 to verify the lawful presence in the United States of any applicant for public benefits in accordance with the applicable provisions and deadlines established in O.C.G.A. §50-36-1 and any requirements established within the CHIP administrative manual.

SECTION 11

Illegal Immigration Reform and Enforcement Act of 2011 **O.C.G.A. §13-10-91**

The State Recipient must comply with O.C.G.A. 24 §13-10-91 to ensure that any individual, firm or corporation that is engaged in the physical performance of services under this Agreement must be registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91 and any requirements established within the CHIP administration manual.

SECTION 12

Prohibition on Immigration Sanctuary Policies by Local Governmental Entities **O.C.G.A. § 36-80-23**

No local governing body, whether acting through its governing body or by an initiative, referendum, or any other process, shall enact, adopt, implement, or enforce any regulation, rule, policy, or practice adopted by a local governing body that prohibits or restricts local officials or employees from communicating or cooperating with federal officials or law enforcement officers with regard to reporting immigration status information while such local official or employee is acting within the scope of his or her official duties.

SECTION 13

Drug-Free Workplace

The State Recipient hereby certifies as follows:

- a. State Recipient will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement; and
- b. State Recipient shall provide its employees a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement; and
- c. State Recipient will secure from any subcontractor hired to work on any job contemplated under this Agreement the following written certification: "As part of the subcontracting agreement with (State Recipient's Name), (Subcontractor's Name) certifies to the State Recipient that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

SECTION 14

Certification Regarding Sales and Use Tax

By executing the Agreement, the State Recipient certifies it is either (a) registered with the State Department of Revenue, collects, and remits to state all sales and use taxes required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The State Recipient also acknowledges that GHFA may declare the Agreement void if the above certification is false.

SECTION 15

Project Requirements

The State Recipient must carry out all activities as provided in Appendix A of this Agreement in compliance with the project requirements stated in the CHIP administrative manual and 24 CFR Subpart F of the HOME final rule, as applicable to the type of project assisted.

For new construction projects, if there is no ratified sales contract with an eligible homebuyer for the housing within twelve (12) months of the date of completion of new construction or vacant housing rehabilitation, the housing unit must be rented to an eligible tenant in accordance with §92.252.

SECTION 16

Other Program Requirements

The State Recipient must carry out each activity as provided in Appendix A of this Agreement in accordance with the laws and regulations described in subpart H of the HOME Regulations (24 CFR 92.350 *et seq.*), except the State Recipient shall not have any responsibility under 24 CFR 92.352 for DCA's release of funds or under 24 CFR 92.357 for the intergovernmental review required by that section. Such activities must be carried out in compliance with the CHIP administrative manual.

The State Recipient acknowledges that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of Environmental Review and receipt of a release of funds, as required, from DCA or HUD, under 24 CFR Part 58. Additionally, the State Recipient is prohibited from undertaking or committing any funds to physical or choice-limiting actions.

SECTION 17

Affirmative Marketing

The State Recipient shall comply with the affirmative marketing requirements of 24 CFR 92.351 of the HOME Final Rule and the affirmative marketing plan prepared by the State Recipient and approved by DCA.

SECTION 18

Requests for Disbursement of Funds

All requests by the State Recipient for the disbursement of CHIP funds must be made in accordance with the CHIP administrative manual. Under no terms shall the State Recipient request disbursement of funds until such time that the funds are needed for payment of eligible costs. In addition, the amount of each request must be limited to the amount needed.

SECTION 19

The Federal Funding Accountability and Transparency Act of 2006

The State Recipient agrees to perform all reporting required by the Federal Funding Accountability and Transparency Act (FFATA) (Public Law 109-282) as amended.

SECTION 20

Language Access Plan

Title VI of the Civil Rights Act of 1964 and Executive Order 13166 require that the State Recipient employ timely and reasonable measures to provide Limited English Proficient ("LEP") persons in its community with a meaningful opportunity to participate in the benefits of CHIP-funded program activities. In furtherance of this objective, State Recipient agrees that pursuant to a schedule that will be provided by DCA, State Recipient will 1) conduct a four-factor analysis endorsed by HUD to make an overall assessment of its LEP individuals, 2) develop and submit a Language Access Plan ("LAP") that must be approved by DCA, and 3) provide appropriate language assistance to LEP persons in delivering CHIP funded program benefits through the execution of its approved LAP.

SECTION 21

Written Agreement Requirements

The State Recipient shall create and maintain a written agreement for each property. The written agreement committing the HOME funds to the project must meet the requirements of “commit to a specific local project” in the definition of “commitment” in § 92.2 and contain the following:

- a. A full description of each property assisted with CHIP Funds (“Eligible Property”) assisted with homeowner rehabilitation assistance, including the amount of the assistance and address of the property;
- b. Documentation that after construction of each Eligible Property assisted by a homeowner rehabilitation activity the Eligible Property satisfies the Property Standards as set forth in 24 CFR 92.251;
- c. Documentation of scope of work, complete budget, sources of funds and a schedule for completing the new construction or rehabilitation;
- d. Documentation must specify that funds may not be disbursed until they are needed for payment of eligible costs. The amount of each request must be limited to the amount needed;
- e. Documentation demonstrating that the after-rehabilitation value nor the new construction property sales price exceeds the HUD homeownership value limit;
- f. Documentation of the affordability requirements and resale or recapture provisions for homeownership as set forth in 24 CFR 92.254; and
- g. Documentation of the duration of the agreement.

SECTION 21

Additional Written Agreement Requirements-Reports and Records

The State Recipient acknowledges that DCA must satisfy certain recordkeeping and reporting requirements under the HOME regulations. The State Recipient shall maintain all records related to the Project Funds in accordance with the requirements of 24 CFR §92.508 of the HOME final rule and related CHIP manuals. The State Recipient shall maintain such records accurately and consistently. All financial records and accounts shall be separate from any general accounting records that the State Recipient may maintain in connection with the State Recipient’s general business activities. State Recipient agrees that DCA, HUD, the Comptroller General of the United States, or any of their authorized representatives, shall have access to any and all said books, records, and accounts of the State Recipient for whatever purposes.

The State Recipient shall also prepare all such reports required in the CHIP administrative manual or that may be required by DCA in sufficient detail so that DCA may meet its requirements. These reports will include, but are not limited to:

- a. Documentation of the grant's environmental assessment, environmental review, or tier 1 and tier 2 compliance with the National Environmental Protection Act and HOME Final Rule (24 CFR 92.352);
- b. Documentation of income of all eligible members of the household;
- c. Documentation of the race, ethnicity, age, household size, and gender of all Borrowers;
- d. Documentation of the race, ethnicity, age, and gender of all principals of the businesses (general contractors and subcontractors) involved in the rehabilitation of any Eligible Property;
- e. Documentation of subsidy layering and underwriting requirements for homebuyer development projects as set forth in 24 CFR 92.250;
- f. Documentation that no general contractor and/or subcontractors who performed any portion of the rehabilitation of an Eligible Property were debarred or suspended as set forth in 24 CFR Parts 24 and 91;
- g. Documentation demonstrating that each Eligible Property assisted is in compliance with The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4821, et seq.(24 CFR 92.355);
- h. Documentation as to whether or not flood insurance is part of a new construction activity as set forth in the HOME regulations and required CHIP manuals and applicable documentation of said flood insurance;
- i. Documentation of performance with the State Recipient's Section 3 Plan and Section 3 of the Housing and Urban Redevelopment Act of 1968;
- j. Documentation of disbursement of funds;
- k. Documentation of compliance with the affirmative marketing plan as set forth in 24 CFR 92.351 and the MBE/WBE plan described in 24 CFR 92.351;
- l. Documentation of loan documents and affordability periods;
- m. Documentation of compliance with the Georgia Security and Immigration Compliance Act as provided in O.C.G.A. §50-36-1 and required CHIP manuals;
- n. Documentation of compliance with the Illegal Immigration Reform and Enhancement Act of 2011 as provided in O.C.G.A. §13-10-91 and required CHIP manuals;
- o. Documentation of compliance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities as provided in O.C.G.A. § 36-80-23;
- p. Documentation of compliance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Agreement;
- q. Documentation of compliance with the Section 504 federal civil rights law under the Rehabilitation Act of 1973 and required CHIP manuals;

- r. Documentation of compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166. and required CHIP manuals by preparing a timely LAP;
- s. Documentation of compliance with Title II of the Americans with Disabilities Act of 1990 (“ADA”) and required CHIP manuals; and
- t. Documentation of compliance with Section 808(d) of the Fair Housing Act and required CHIP manuals.

Further, the State Recipient shall assist DCA in any reasonable manner to enable DCA to submit management reports and its HOME *Annual Performance Report* (“APR”) or *Consolidated Annual Performance and Evaluation Report* (“CAPER”) in such format and at such time as HUD may prescribe.

The State Recipient agrees to comply with the single audit act requirements as set forth in 2 CFR part 200, subpart F.

Section 22 Financial Reporting

The State Recipient agrees to maintain a separate CHIP bank account to document and maintain effective internal audit control for the financial management of the CHIP award. The State Recipient agrees the bank account will not be an interest-bearing account.

SECTION 23 Breaches and Remedies

If the State Recipient fails to perform the requirements of this Agreement or the applicable HOME regulations, DCA may take action to temporarily withhold all funding until the breach is cured. DCA, at its sole discretion, may set the time period within which the State Recipient shall cure the breach. Upon the State Recipient’s failure to cure the breach, this failure will constitute a “Default” under this Agreement. In the event of a Default, DCA, at its sole discretion, may take any or all of the following actions: (1) immediately terminate or suspend this Agreement in accordance with 24 CFR 85.43; (2) disallow any further disbursement of CHIP funds; (3) require the State Recipient to repay to DCA all or any portion of the CHIP funds; (4) require the State Recipient to turn over all pertinent records and information relating to the State Recipient’s Program; (5) select another administrator to oversee the operation of the State Recipient’s Program; and (6) take any and all action in law, equity or otherwise which it deems necessary or advisable. The rights and remedies of DCA shall be cumulative. Any election of a right or remedy will not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy. The rights and remedies available to DCA in the event of a suspension or termination of this Agreement will survive such suspension or termination.

SECTION 24

Conflicts of Interest

The State Recipient agrees to avoid conflicts of interest in accordance with DCA policy, State law, and provisions outlined in 24 CFR 85.36 and 24 CFR 84.42, 24 CFR 92.356, and 2 CFR Part 200.318. State Recipient must follow instructions provided in the Procurement Policy Standards of the CHIP Administrative Manual and other written guidance provided by DCA.

Further, State Recipient warrants and represents that no member, employee, officer, agent, consultant, or official of State Recipient, nor any member of their immediate family or business associates, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or any proceeds or benefits arising therefrom. State Recipient has certified in its application to DCA that no such conflict exists, and said certification is a covenant and warranty of this Agreement. The State Recipient shall also require each eligible borrower to certify that no such conflict exists.

SECTION 25

Reversion of Assets

Upon expiration or termination of this Agreement, if the State Recipient has any CHIP funds in its possession or under its control or any accounts receivable attributable to the use of the CHIP funds, the State Recipient shall promptly transfer those funds or assets to GHFA.

SECTION 26

Other Agreements

Before the State Recipient may disburse funds received under this Agreement to a third party, the State Recipient and such third party must enter into a written agreement with the State Recipient that meets the applicable requirements in 24 CFR §92.504(c). The term “third-party” includes any homeowners, home buyers, administrators as defined in the CHIP administrative manual, or other contractors who are providing services to the State Recipient. This Agreement is only for the benefit of GHFA and the State Recipient. No third party shall have any rights or interest in this Agreement.

SECTION 27

Indemnification

State Recipient hereby waives, releases, relinquishes, discharges, and agrees to indemnify, protect, and save harmless, GHFA, DCA, their directors, officers, agents, and employees of and from any and all claims, demands, liabilities, losses, costs or expenses caused by, growing out of or happening in connection with the performance of this Agreement, or any property or household assisted with any CHIP funds.

SECTION 28

Conflicts and Amendments

If there is any conflict between this Agreement and the HOME final rule, the HOME final rule shall control, and State Recipient acknowledges and agrees that it must comply with the HOME regulations applicable to it and its use of the HOME funds. However, if this Agreement is more restrictive than the HOME regulations, this Agreement shall control unless the HOME regulations

specifically prohibit such greater restriction. The parties agree that this Agreement shall be amended, if necessary, to comply with the HOME final rule or the CHIP program requirements found in applicable CHIP manuals and policies.

SECTION 29

Additional Terms and Conditions

This Agreement is made and entered into in the state of Georgia, and all questions relating to its validity, construction, performance, and enforcement shall be governed by the laws of the state of Georgia. This Agreement is the entire Agreement between the parties and may not be modified or amended except by a written document signed by all parties.

In the event that a court of competent jurisdiction shall make a final determination that any of the terms, provisions, covenants, or conditions (hereinafter collectively referred to as "provisions") contained herein are invalid, then such provision(s) shall be void and of no force or legal effect and shall be severed from this Agreement, and all other provisions of this Agreement shall remain in effect.

Time is of the essence with this Agreement.

SECTION 30

Notices

All notices to the State Recipient shall be sufficient if made in writing and deposited in the U.S. mail or if delivered through a private courier to the address of the State Recipient listed below or at such other address as the State Recipient may notify DCA in writing. Mailed notices to the State Recipient shall be considered to have been given at the time they are delivered or deposited in the mail. Notwithstanding the foregoing, any notice in fact received shall be sufficient. All notices to DCA shall be effective when the written notices is received in hand by DCA at the address set forth below or such other address specified by DCA in writing to the State Recipient.

- (a) Notices and communications to DCA:
Attn: CHIP Program Manager
Georgia Department of Community Affairs
60 Executive Park South, N.E.
Atlanta, Georgia 30329-2231
Primary Phone: (404) 852-2160
Email: CHIP@dca.ga.gov

- (b) Notices and communications to the State Recipient:

To be filled in by the State Recipient:

Name: Jonathan M. McCollar

Title: Mayor

Address: P.O. Box 548, Statesboro, GA 30459

Phone number: 912-764-5468

Email address: Jonathan.mccollar@statesboroga.gov

SECTION 31
Warranties, Representations and Certifications of the State Recipient

- a. The State Recipient warrants that it is duly organized, validly existing, and in good standing under the laws of the state of Georgia; that it has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with the HOME regulations and the CHIP Administrative Manual, and all applicable federal and state laws and regulations; that a resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the State Recipient, authorizing the execution and delivery of this Agreement by the State Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of State Recipient; and that said acts were done in such a manner and form as to comply with all applicable laws to make this Agreement the valid, enforceable and legally binding act and agreement of State Recipient.
- b. The State Recipient warrants that there is no action, proceeding, or investigation now pending, nor any basis known or believed by State Recipient to exist for such an action, proceeding, or investigation, which: (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse change in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of State Recipient or which would materially and substantially impair the State Recipient's ability to perform any of the obligations imposed upon the State Recipient by this Agreement.
- c. State Recipient warrants and represents that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, suspension, declared ineligible, or voluntarily excluded from participation in this transaction or the DCA Program by any federal department or agency. State Recipient will also require each eligible borrower and selected contractor to certify that he or she is not currently debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction or by any other federal department or agency.
- d. State Recipient warrants and represents that:
 - (i) No federal appropriated funds have been paid or will be paid, by or on behalf of State Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - (ii) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, State Recipient shall complete and submit HUD standard form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (iii) State Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all State Recipients shall certify and disclose accordingly.
- e. State Recipient, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders now or hereafter in effect when performing under the Agreement. State Recipient certifies that State Recipient is not currently engaged in and agrees for the duration of this Agreement not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
- f. All representations and warranties made under this Agreement shall be deemed to be made and shall be true and correct at and as of the Effective Date. All representations and warranties made under this Agreement shall survive the execution hereof.

SECTION 32

Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no representations, either oral or otherwise, other than those expressly set forth herein. No amendments or modification of this Agreement shall be binding unless both parties agree to said modification in writing.

*Signatures on the Following Page
Remainder of Page Intentionally Left Blank*

IN WITNESS WHEREOF, this Agreement is entered into on the date of execution by and between:

State

Recipient: City of Statesboro

By:

Name: Jonathan McCollar

Title: Mayor

Attest:

Name: _____

Title: _____

Sworn to and subscribed before me, this
_____ day of _____, 20__.

Notary Public

My Commission Expires:

(NOTARY SEAL)

IN WITNESS WHEREOF, this Agreement is entered into on the date of execution by and between:

GEORGIA HOUSING AND FINANCE AUTHORITY

By: _____
Name: Wesley Brooks
Title: Deputy Commissioner, Homeownership

Attest: _____
Name: DaTonya Lewis
Title: CHIP Program Manager

Sworn to and subscribed before me, this
_____ day of _____, ____.

Notary Public

My Commission Expires:

(NOTARY SEAL)

**Georgia Department of Community Affairs
2025 Community HOME Investment Program
State Recipient Grant Agreement
Appendix A**

State Recipient Name:	City of Statesboro		
Grant Number:	2025-115		
Grant Term:	September 1, 2025 – August 31, 2028		
Approved Activities:	Yes	No	
Homeowner Rehabilitation Assistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
New Construction	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Approved Budget:			
Awarded Fund Amount	\$ 1,372,659.00		
The Recipient will contribute match funds eligible under §92.220 of the Final HOME Rule in the amount of:	\$ 282,398.00		
Total Households to be Assisted:			
Total Households To Receive Homeowner Rehabilitation Assistance:	0	Households	
Total Households To Buy Newly Constructed Homes:	9	Households	
Homeowner Rehabilitation Assistance Activities			
<input type="checkbox"/>	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Stick-built or Modular Housing:	\$1,000 - \$100,000	
<input type="checkbox"/>	Rehabilitation Project Delivery Cost Grant Limit:	Maximum of \$7,500	
<input type="checkbox"/>	Deferred Payment Second Mortgage Loan Range:	\$1,000 - \$100,000 Less Project Delivery Costs	
<input type="checkbox"/>	Manufactured Housing Eligible in Program Design:	<input type="checkbox"/> Yes or <input type="checkbox"/> No	
<input type="checkbox"/>	Total Assistance Amount Range per Homeowner (including Project Delivery Costs) for Manufactured Housing:	\$1,000 - \$50,000	
<input type="checkbox"/>	Project Delivery Grant Limit for Manufactured Housing:	Maximum of \$4,000	
<input type="checkbox"/>	Deferred Payment Second Mortgage Loan Range for Manufactured Housing:	\$1,000 - \$50,000 Less Project Delivery Costs	
New Construction Activities:			
<input checked="" type="checkbox"/>	Developer's Fee	Maximum of 20% of the total development cost	
<input checked="" type="checkbox"/>	Homebuyer Subsidy	\$1,000-\$40,000	
<input checked="" type="checkbox"/>	Construction Project Delivery Cost Grant Limit:	Maximum of 5% per project	
Additional Program Design Elements for Rehabilitation and/or New Construction Activities:			
The Recipient will incorporate the adoption of the 2021 International Energy Conservation Code (IECC) and ASHRAE 90.1-2019 energy codes for all work completed.			
The Recipient will require the completion of visitability improvements identified in OCGA 8-3-172 within all units receiving assistance to the extent compatible with the rehabilitation work proposed.			
The Recipient will meet all code requirements for housing rehabilitation and pull all necessary permits			

**Georgia Department of Community Affairs
2025 Community HOME Investment Program
State Recipient Grant Agreement
Appendix B
General Conditions**

Grantee Name:	City of Statesboro
Grant Number:	2025-115

Before commencing with any activities that will result in the expenditure of funds under this grant, the State or Subrecipient (Recipient) must provide appropriate documentation and receive DCA approval that the following General Conditions have been cleared by DCA:

		<u>Approval Status</u>
Federal Requirements		
1.	In order to comply with the National Environmental Protection Act (NEPA) and clear this contract condition, the Recipient must have a cleared Tier 1 Broad Level Environmental Review completed. The Recipient may not initiate any work that will have a physical impact on any property to be served until the Tier Two Site Specific Environmental Review is completed and approved by DCA staff on a project-by-project basis.	<i>Not Approved</i> (DCA Will Complete)
2.	In compliance with 24 CFR 92.351 of the HOME Rule, the Recipient must make reasonable efforts to affirmatively further fair housing practices and develop and adopt an Affirmative Fair Housing Marketing Plan as part of their local CHIP policies and procedures. DCA must approve the AFHMP.	<i>Not Approved</i>
3.	In compliance with 24 CFR 92.351 of the HOME Rule, the Recipient must make reasonable efforts to encourage the use of minority and women-owned business enterprises (MBE/WBE) and must adopt an MBE/WBE outreach plan as part of their local CHIP policies and procedures. The Plan must be approved by DCA.	<i>Not Approved</i>
4.	In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, the Recipient must take timely and reasonable steps to provide Limited English Proficient (LEP) persons with meaningful access to programs and activities funded by the federal government and awarded by DCA. The Recipient must provide a Language Access Plan (LAP), and DCA must approve the LAP.	<i>Not Approved</i>
5.	A person is on staff or under contract who has a Lead-based Paint Visual Assessment Certificate.	<i>Not Approved</i>
6.	The Recipient has adopted a plan to recruit businesses and employees targeted under Section 3 of the Housing and Urban Development Act of 1968, which has been approved by DCA.	<i>Not Approved</i>

7. Acknowledge to provide CHIP assistance according to homebuyer income determination requirements as outlined in 24 CFR 92.203 and adhere to the property value limits for homeownership activities, as outlined in 24 CFR §92.254(a)(2)(iii) of the HOME Final Rule published on July 24, 2013.

No household income will exceed 80% of the Area Median Income (AMI).

Not Approved

No home receiving assistance will have an after-rehabilitation value that exceeds 95 percent of the area median purchase price for existing single-family units, as issued by HUD. The after-rehabilitation value will be established before any rehabilitation work is performed.

State of Georgia Requirements

8. In accordance with the Illegal Immigration Reform and Enforcement Act, O.C.G.A. §13-10-91, which requires public entities that provide public benefits to report annually to DCA, the Recipient must be compliant with the reporting requirements of O.C.G.A. §13-10-91.

Not Approved

9. In accordance with the Prohibition on Immigration Sanctuary Policies by Local Governmental Entities, O.C.G.A. § 36-80-23, the Recipient must be compliant with the requirements of O.C.G.A. § 36-80-23.

Not Approved

10. In accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. § 50-24-1 et seq, the Recipient must be compliant with the requirements of O.C.G.A. § 50-24-1 et seq throughout the duration of this Agreement;

Not Approved

Georgia Department of Community Affairs Community HOME Investment Program (CHIP) Requirements

11. In accordance with the State of Georgia Procurement Requirements, as provided in O.C.G.A. 36-80-26, the Recipient must follow the procurement standards when entering into contracts for grant application submission and administration. Provide a signed and **dated** DCA Addendum to CHIP Administrative Services Contract and evidence of compliance with procurement requirements Not applicable if the grantee is not contracting with a grant administrator

Not Approved

12. The Recipient has adopted the CHIP policies and procedures for homeowner rehabilitation and new construction designed by DCA in accordance with the requirements of the CHIP manuals, HUD, and other required federal & state regulations. The CHIP manual should be used in conjunction with your already accepted design based on your approved application. *Not Approved*
13. The grant term is three years, from September 1, 2025, through August 31, 2028. The Recipients must submit a schedule of grant activities and completion deadline goals for completing each project by August 31, 2025. Refer to Section 1, Duration and Contract Conditions of the Agreement for the required benchmarks that must be met. *Not Approved*

DCA ADDENDUM TO COMMUNITY HOME INVESTMENT PROGRAM (CHIP) GRANT AGREEMENT

CHIP Recipient:

City of Statesboro

CHIP Award No.

2025-115

CHIP Grant Administrator or Consultant

Coastal Regional Commission

The Georgia Department of Community Affairs (“DCA”) requires this Addendum for each Community HOME Investment Program Grant Agreement (the “Contract”) between a State or Sub-Recipient (Recipient”) and each administrator or consultant (“Contractor”) for the use of the Housing and Urban Development federal HOME grant funds also referred to as CHIP funds. The Contractor agrees to provide administrative services for the Recipient relating to the administration of those CHIP funds to ensure that the requirements of the HOME Regulations at 24 CFR section 92.504(c)(1) are met (24 CFR section 92.1 *et seq.* are referred to as the “HOME Regulations”). Consequently, with respect to such Contract, the undersigned Recipient and Contractor agree that the following provisions are part of the Contract and further agree that, if there is a conflict between this Addendum and the Contract, this Addendum shall control:

1. Use of HOME Funds. Recipient and Contractor acknowledge and agree that DCA has provided HOME funds to the Recipient under DCA’s CHIP, in which funds are to be used only in connection with CHIP and for activities that are specified and outlined in the Contract from DCA to the Recipient. Each use of Funds by the Recipient for an individual activity or project under CHIP shall be pursuant to a budget and schedule prepared for each activity or project.

2. Period of Affordability Requirement. Recipient and Contractor acknowledge and agree that the Funds are only to be used in connection with housing that meets the period of affordability requirements of section 92.252 or 92.254 of the HOME Regulations and further acknowledge and agree that, if the Funds are used in connection with a housing activity or project that does not meet those requirements, the Recipient will be required to repay DCA all Funds so used.

3. Program Income. Recipient and Contractor acknowledge and agree that all program income will be paid to DCA, unless DCA and the Recipient have a written agreement to the contrary, in which event that written agreement shall control.

4. Uniform Administrative Requirements. Recipient and Contractor must comply the applicable uniform administrative requirements found in 2 CFR part 200 to participating jurisdictions, State recipients, and subrecipients receiving HOME funds, except for the following provisions: §§ 200.306, 200.307, 200.308 (not applicable to participating jurisdictions), 200.311 (except as provided in § 92.257), 200.312, 200.328, 200.330, 200.334, 200.335, and 200.344 (except as provided in § 92.507). The provisions of 2 CFR 200.305 apply as modified by § 92.502(c). If there is a conflict between definitions in 2 CFR part 200 and 24 CFR part 92, the definitions in 24 CFR part 92 govern.

5. Project Requirements. Recipient and Contractor acknowledge and agree that each project for which Funds are used must comply with 24 CFR Part 92 Subpart F of the HOME Regulations that are applicable to such project and CHIP.

6. Program Requirements. Recipient and Contractor must carry out each such project or activity in compliance with the Federal laws and regulations 24 CFR Part 92 Subpart H of the HOME Regulations, not including DCA's responsibility for release of funds under section 92.352 and the intergovernmental review process in section 92.357.

7. Affirmative Marketing. Recipient and Contractor must comply with the applicable affirmative marketing responsibilities set forth in section 92.351 of the HOME Regulations.

8. Requests for Funds. Recipient and Contractor agree that they may not request Funds until they are needed to pay eligible costs, the amount requested must be limited to the amount so needed, and program income shall be used first (if, by separate agreement, DCA and Recipient have agreed that Recipient may use program income).

9. Records and Reports. Recipient and Contractor shall maintain records showing the use of CHIP funds and the eligibility of the project and the recipient that receives CHIP funds and shall keep any other records and render any reports that DCA may specify are needed to meet DCA's responsibilities for recordkeeping and reporting.

10. Enforcement and Remedies. Recipient and Contractor understand and agree that the period of affordability (POA) requirements applicable to each project or activity for which CHIP funds are used must be enforceable. Unless DCA otherwise agrees, they shall be imposed and enforceable by restrictive covenants contained in a security deed, which deed shall be recorded in the real estate records of the County in which such project or activity is located. If there is a breach of the HOME requirements by the Recipient or Contractor, DCA may demand the return of the funds in question, and, if there is a material breach of the HOME requirements by the Recipient or Contractor, DCA may terminate or suspend the Recipient from the CHIP program.

11. Term. The term of the Contract shall apply to this Addendum.

IN WITNESS WHEREOF, the undersigned have executed this Addendum on _____, 20____.

RECIPIENT:

City of Statesboro

[Insert name of State Recipient above]

Name:

Jonathan McCollar

Title:

Signature:

Mayor, City of Statesboro

CONTRACTOR: Coastal Regional Commission

[Insert name of contractor/consultant above]

Name:

Dionne Lovett -

Title:

Executive Director

CONTRACTOR: Coastal Regional Commission

[Insert name of contractor/consultant above]

Name:

Rosa Romeo -

Title:

Chairwoman

CITY OF STATESBORO



COUNCIL

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

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

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

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

From: Cain Smith, City Attorney

Date: June 10, 2025

RE: June 17, 2025 City Council items

Policy Issue: Consideration of addendum to lease with Bryant's Landing to add 0.0046 acres to the leased premises.

Recommendation:

Approval

Background:

Original ground lease was entered between the City and Bryant's Landing in August, 2023. This addendum would add a very small parcel that the School Board recently conveyed to the City. This addendum is necessary for lessee building access.

Budget Impact: None

Council Person and District: Paulette Chavers, District 2

Attachment: Lease addendum

LEASE ADDENDUM

The Ground Lease ("Lease") entered August 17, 2023 by and between the City of Statesboro and Bryant's Landing Statesboro, LLC is hereby amended as follows.

Exhibit A which provides a legal description of the leased premises shall also contain the following described parcel to wit:

All that certain tract or parcel of land lying and being in the 1209 th G.M.D., Bulloch County, City of Statesboro, Georgia containing 0.0046 acre (202 SQ. FT.) being more particularly described as follows:

COMMENCING at a brass disk found in concrete located at the intersection of the southern right-of-way of Donnie Simmons Way (R/W Varies) and the eastern right-of-way of Stockyard Road (60' R/W), THENCE along the eastern right-of-way of Stockyard Road, clockwise along the arc of a curve South 12°05'49" East (Radius = 1592.35', Arc = 237.09') which subtends a chord of 236.87' to a one-half inch rebar found (1/2" RBF); THENCE along the eastern right-of-way of Stockyard Road clockwise along the arc of a curve South 05°39'05" East (Radius = 1755.26', Arc = 171.95') which subtends a chord of 171.88' to a p-k nail set (PKNS); THENCE leaving the eastern right-of-way of Stockyard Road North 89°50'14" east a distance of 116.92' to a p-k nail set (PKNS); THENCE South 00°16'46" East a distance of 5.00' to a p-k nail set (PKNS); THENCE North 89°50'14" East a distance of 145.59' to an "X" on concrete; THENCE North 00°12'26" West a distance of 67.59' to one-half inch capped rebar set (1/2" CRBS) which is the POINT OF BEGINNING.

BEGINNING at the aforesaid one-half inch capped rebar set (1/2" CRBS); THENCE North 00°12'26" West a distance of 12.64' to a point; THENCE North 89°47'34" East a distance of 12.00' to a point; THENCE North 00°12'26" West a distance of 30.00' to a point; THENCE North 89°47'34"

East a distance of 0.94' to point; THENCE South 00°35'38" East a distance of 37.30' to a p-k nail set (PKNS); THENCE South 49°06'46" West a distance of 17.39' to a one-half inch capped rebar set (1/2" CRBS) which is the POINT OF BEGINNING.

[Parcel ID: MS38000056 001]

SO AGREED this __ day of July, 2025

Jonathan McCollar

Statesboro Mayor

William H Gross

Sole Member, Bryant's Landing



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 7-1-2025

RE: Donation of Equipment to Bulloch County EMA

Policy Issue: NA

Recommendation: Allow the Statesboro Fire Department to donate a Ford F-350 Van (C.A.F.E. 2) and mobile cascade system to Bulloch County EMA.

Background: The Statesboro Fire Department recommends donating a 2001 Ford F-350 van, equipped with a mobile cascade system, to the Bulloch County Emergency Management Agency (EMA) in support of the Community Assistance in Fire Emergencies (C.A.F.E.) program. Since its inception in 2019, C.A.F.E. has provided on-scene support to individuals and families affected by emergencies, as well as firefighter rehabilitation and fireground assistance. Originally funded and supported by the City, the program transitioned its financial management to the newly formed C.A.F.E. Foundation in 2023, while the Fire Department continued to provide vehicle and operational support.

To enhance coordination and expand C.A.F.E.'s reach throughout Bulloch County, the Fire Department has worked with Bulloch EMA and VOAD to transition program administration to the County. The donation of this vehicle, which the Fire Department no longer needs, will ensure continuity of services and strengthen community-based emergency response capabilities across Statesboro and Bulloch County.

Budget Impact: Cost savings associated with operations and maintenance of the vehicle.

Council Person and District: NA

Attachments: None



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 7-1-2025

RE: Purchase of Portable Radios and Accessories

Policy Issue: NA

Recommendation: To allow the Statesboro Fire Department to purchase:

- 21 APX6000 Portable Radios
- 21 Spare Batteries
- 21 Shoulder Microphones

Background: The Fire Department utilizes portable radios to communicate during emergency incidents and are a critical tool in ensuring effective, efficient and safe service delivery. The Fire Department has budgeted for the replacement of outdated and/or damaged portable radios (CIP FD-84). Additionally, numerous portable radios currently being used in the Fire Department are obsolete, meaning repairs are becoming increasingly difficult due to replacement parts no longer being available. The Fire Department was able to avoid an approximate 10% price increase since this project was passed by Council in the FY26 budget. Motorola Solutions is the service provider for the radio system the Statesboro Fire Department utilizes as well as has a Sourcewell contract for equipment proposed to be purchased. All applicable documentation and/or processes associated with this purchase has been acquired in accordance with the City's Purchasing Policy. The total price for the radios and accessory equipment is \$149,262.54

Budget Impact: This purchase will utilize funds from the 2025 SPLOST.

Council Person and District: All

Attachments: None

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Brad Deal, Director – Public Works and Engineering

Date: July 7, 2025

RE: Renewal of Master Services Agreement with Atlas Technical Consultants, LLC for On-Call Professional Engineering & Consulting Services

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of renewal of the existing contract for On-Call Professional Engineering & Consulting Services with Atlas Technical Consultants, LLC (Atlas) through June 30, 2026 at a not-to-exceed cost of \$601,000.

Background:

City Council approved a master services agreement (MSA) with Atlas in October 2024 for On-Call Professional Engineering & Consulting Services for a term of three years, after receiving proposals in response to a Request for Qualifications. The contract provides for the renewal of services during the term of the contract for one-year periods, based on hourly rates for Atlas and funding availability of the City. The first one-year period of the contract was approved in October 2024 using an estimated cost of \$224,640. However, that estimated cost has been reached faster than originally estimated due to the City utilizing the Atlas Project Manager on average for 30 to 40 hours per week, as opposed to the originally estimated 24 hours per week. The City has also utilized a construction inspector from Atlas for 30 to 40 hours per week to perform site inspections on active roadway/sidewalk projects in the City, which was not part of the original cost estimate. The utilization of these services provided by Atlas has been done to augment City staff for the management of the TSPLOST program, and to adequately inspect roadway construction associated with the increased residential and commercial development in the City as well.

Budget Impact:

Staff negotiated with Atlas a proposed not-to-exceed cost of \$601,000 based on the hourly rates in the existing MSA. Actual costs will be based on hours worked by Atlas personnel, as approved by the City Engineering Department. Any additional costs would be subject to approval by the City in accordance with the Purchasing Policy. Funding for these services comes from 2018 and 2023 TSPLOST funds. The cost is charged to each individual project account by number of hours worked on each project in the TSPLOST budget. The proposed services included in this contract would cost less than 4% of overall TSPLOST funding budgeted for the projects budgeted in FY 2026. There would be no impact to the General Fund.

Council Person and District: All

Attachments: Proposal from Atlas, dated July 1, 2025



To: Brad Deal, Director – Public Works and Engineering
Jason Boyles, Assistant City Manager

From: John Washington, PE, RLS, Sr. Project Manager

Date: July 1, 2025

RE: Engineering Department – Workload 2024-Current - Atlas Supplemental Support

The City Engineering Department workload has increased due to the amount of housing development (see attachments) and transportation projects in the city. Atlas provides supplemental staffing support in the areas of engineering and construction engineering & inspection (CEI).

When the Engineering Department obtained a TSPLOST Program Manager in 2024, augmentation of the engineering staff was the priority. At the time, CEI support was not factored into the contract amount. Construction inspection has become essential in providing support to the engineering staff. The support alleviates time constraints for city staff to perform other duties. The current contract runs out of money at end of June 2025.

To date, City staff is currently implementing CIPs from FY2022 to FY2025. There are approximately 30 ongoing projects ranging from sidewalks to roadway improvements and other transportation projects. These projects range in amount and total over \$60 million funded by TSPLOST. The project amount for TPLOST funding received by the City has grown to over \$6 million per year. In conjunction with the development is the Transportation Masterplan with proposed road projects the department also needs supplemental staffing assistance to implement. Program Management tasks are performed as directed by the Engineering Department Director and not-to-exceed hourly basis as work is performed and not as a lump sum fee.

The recommendation is to renew the contract(s) for the *period of July 1, 2025, through June 30, 2026*. The estimated fee for TSPLOST Program Management is to be separated into two areas: 1) Engineering, 2) CEI.

Estimate for Staff Augmentation (Assumes 1940 hours per year; loaded rate, no vehicle mileage)

Engineering:

<u>Name</u>	<u>Position</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
John Washington	Project Manager 3	1940 (40hrs/week)	\$180.00	\$349,200.00
Teresa Scott	Program Manager 2	250 (10hrs/week)	\$180.00	\$ 45,000.00
			Total	\$394,200.00

CEI:

Joe Wilson	Inspector 2	1940 (40hrs/week)	\$95.00	\$184,300.00
Will Murphy	CM Practice Team Man 3	100	\$225.00	\$22,500.00
			Total	\$206,800.00



TSPLOST Program Management supports the current and new projects through delivery of city services as outlined in the Scope of Services attached. In addition, listed below are other areas of expertise that can be provided for project implementation if needed:

- Construction Management Services
- Right-Of-Way Acquisition
- Traffic Engineering
- Soils and Materials Testing
- Special Inspections
- Environmental
- Historical and Cultural Management and Permitting Review
- Landscape Architectural Services

Attachments:

Atlas Scope of Services

Project cost summary

Current development

Potential development

Development with Public Road



EXHIBIT "A"

Scope of Services

Atlas Technical Consultants will provide project management assistance services on an hourly basis, reporting to the Public Works Director or their designee.

Typical services include the following:

-) Assist in reviewing existing project budgets and update the budgets throughout the project.
-) Perform planning activities associated with each project, including, but not limited to, coordination with City staff to gain a thorough understanding of the project requirements and expectations.
-) Assist in developing and maintaining project schedules until completion of each project.
-) Manage project team kick-off meetings with all appropriate team members and the City's selected stakeholders. Ensure the designer understands the project expectations prior to starting design.
-) Manage regular team meetings and ensure proper documentation. Formal meetings will be held at preliminary design, design development, and construction document milestones. Additional meetings will be held between milestone meetings as needed to ensure proper completion of the design.
-) Bidding Assistance and Analysis – When the designer has obtained all applicable permit approvals, we will submit the appropriate documents to the City's purchasing unit for review and approval if desired. During the advertisement and bidding phase, Atlas will work with the design consultant and the purchasing unit as follows:
 - o Review the final construction cost estimate based on the plans and final estimate.
 - o Attend the pre-bid conference and describe the project's scope to attendees.
 - o Ensure that all questions from bidders are correctly answered, and accurate addenda are issued as needed.
 - o Prepare a bid tabulation and distribute it to City staff. Review all bids and check references.
 - o Make recommendations for awards.
-) Construction, Engineering, and Inspection (CEI) services include but not limited to CEI of roadway and sidewalk projects, all roads and related drainage infrastructure being constructed for proposed subdivisions that must be built to city standards that need to be inspected at all stages of construction.
-) Other areas of expertise that Atlas can provide, if needed, include right-of-way acquisition, traffic engineering, soils and materials testing, special inspections, environmental, historical, and cultural management and permitting review, landscape architectural services, and construction management services.

Project Cost Summary

Project Description	Design Cost	ROW Cost	Construction Cost	Total for Project
West Main Streetscape	\$ 181,360.00	\$ 250,000.00	\$ 2,300,000.00	\$ 2,731,360.00
East Main Streetscape	\$ 79,850.00		\$ 500,000.00	\$ 579,850.00
Brannen Street Study	\$ 125,000.00			\$ 125,000.00
Blue Mile Phase II	\$ 339,420.00	\$ 250,000.00	\$ 4,850,000.00	\$ 5,439,420.00
Cawanna @ Brannen & S&S Railroadbed Road	\$ 212,500.00	\$ 250,000.00	\$ 2,500,000.00	\$ 2,962,500.00
SR 67/ Fair Road right turn lane	\$ 385,634.00	\$ 200,000.00	\$ 1,000,000.00	\$ 1,585,634.00
Street Maintenance Improvements			\$ 125,000.00	\$ 125,000.00
Anderson Street Paving	\$ 57,775.00	\$ 10,000.00	\$ 265,728.00	\$ 333,503.00
Whitesville Park/CBDG	\$ 86,630.80		\$ 1,082,885.00	\$ 1,169,515.80
East Main Street Sidewalk	\$ 54,500.00		\$ 996,000.00	\$ 1,050,500.00
East Main Streetscape Supplemental	\$ 38,090.38			\$ 38,090.38
Akins Boulevard Phase III	\$ -	\$ -	\$ 4,976,835.55	\$ 4,976,835.55
Edwina Street Improvements	\$ 3,700.00		\$ 300,000.00	\$ 303,700.00
Chandler Sidewalk	\$ 3,850.00		\$ 300,000.00	\$ 303,850.00
Gentilly Sidewalk	\$ 15,500.00	\$ 45,000.00	\$ 313,355.00	\$ 373,855.00
West Main Intersection @MLK	\$ 399,800.00	\$ 600,000.00	\$ 3,000,000.00	\$ 3,999,800.00
Max Lockwood Improvements	\$ 47,440.00	\$ 90,000.00	\$ 1,231,930.00	\$ 1,369,370.00
West Main Sidewalk	\$ 42,500.00	\$ 36,000.00	\$ 337,315.55	\$ 415,815.55
North College Sidewalk	\$ 41,635.00		\$ 237,207.00	\$ 278,842.00
North Zetterower Ave. Sidewalk	\$ 42,380.00		\$ 148,000.00	\$ 190,380.00
East Jones Sidewalk	\$ 43,500.00	\$ 2,000.00	\$ 377,000.00	\$ 422,500.00
Stockyard Road Sidewalk	\$ 65,000.00		\$ 535,000.00	\$ 600,000.00
FY 24 Resurfacing	\$ -	\$ -	\$ 1,285,409.55	\$ 1,285,409.55
DSDA - Business Innovation			\$ 2,500,000.00	\$ 2,500,000.00
Creek on the Blue Mile	\$ 3,547,000.00		\$ 28,608,000.00	\$ 32,155,000.00
Pine Street	\$ 8,140.00	\$ 20,000.00	\$ 100,000.00	\$ 128,140.00
Quail Run	\$ 2,250.00	\$ -	\$ 100,000.00	\$ 102,250.00
Long Range Transportation Plan	\$ 190,000.00			\$ 190,000.00
N. Main Alley			\$ 75,000.00	\$ 75,000.00
Sr 73/S. Main @ SR 73/Fair Rd.		\$ 150,000.00		\$ 150,000.00
Donnie Simmons Culvert Replacement			\$ 485,388.50	\$ 485,388.50
				\$ -
				\$ -
Totals	\$ 6,013,455.18	\$ 1,903,000.00	\$ 58,530,054.15	\$ 66,446,509.33

Current Projects Inspection Req'd. \$ 9,160,332.15

Black

Red

Green

Blue

Contracted price

CIP Budget Estimate

Detailed design Estimate

Engineering Estimate

Development Approved 2024

Approved Site/Neighborhood Projects								
	Project/Area	Address	Permit #	Type	Status	Parcel #	Zoning District	Unit #
1	Woodford Station	7130 Veterans Memorial	N/A	Townhome	Under Construction (Vertical)	MS42 000007 006	R-2	178
2	Fernhill Farms	Lakeview Road	N/A	Single-Family	Under Construction (Vertical)	MS57 000006 000	PUD	80
3	Holly Oaks	Cawana Rd	23ST-PLAN00020	Single-Family	Under Construction (Vertical)	107 000003 000	R-6	154
4	The Outpost	Cawana Rd	N/A	Townhome	Under Construction (Vertical)	092 000012 001	R-2	206
5	Hartford Townhomes	54 Packinghouse Road	23ST-PLAN00018	Townhome	Under Construction (Vertical)	MS69 000003A002	R-4	41
6	Charme Statesboro	108 Georgia Ave	23ST-CNMF00002	Apartment	Under Construction (Vertical)	MS61 000052 000	R-4	292
7	Point Grande	Lovett Road	23ST-PLAN00034	Apartment	Under Construction (Vertical)	MS72 000004 000	R-4	216
8	The Preserve at Miller Street	531 Miller Street Ext	23ST-PLAN00033	Apartment	Under Construction (Vertical)	MS38 000003 001	R-4	184
9	Northbridge Subdivision	South Bridgeport Drive	23ST-PLAN00030	Single-Family	Under Construction (LDAP)	MS80 000013 000	R-4	54
10	The Rail	S&S Railroad Bed	23ST-PLAN00029	Single-Family	Under Construction (LDAP)	107 000009 000	PUD	133
11	Gorden Street URA	17 Gordon Street/224 East Main	23ST-PLAN00026	Townhome	Under Construction (Vertical)	S39 000083 000, S39 000077 000, S39 000083 001	R-4	41
12	Jones Mill Towns	Jones Mill Road	23ST-PLAN00025	Townhome	Under Construction (LDAP)	MS84 000002 001	R-2	152
13	Bel Air East	Beasley Road	23ST-PLAN00019	Single-Family	Under Construction (Vertical)	MS91 000013 000	R-6	126
14	Bryant's Landing	400 Donnie Simmons Way	23ST-PLAN00009	Apartment	Under Construction (Vertical)	MS38 000056 001, MS38 000056 000	R-4	101
15	Burkhalter Intersection #1	6539 Burkhalter Road	N/A	Apartment	Zoning Approved	108 000001 000	R-4	240
16	Burkhalter Intersection #2	6922 Burkhalter Road	N/A	Townhome/Single-Family	Under Review	108 000002 000	R-2	399
17	Stockyard West	Stocktard & Timber Road	24ST-PLAN00002	Single-Family	Under Construction (LDAP)	MS38 000068 001	R-6	96
18	Stockyard West - Townhomes	Westside Road	24ST-PLAN00003	Townhome	Under Construction (LDAP)	MS3 0000025 004	R-2	90
19	Langston Chapel	Langston Chapel Road	N/A	Townhome	Zoning Approved	MS76 000010 000	R-2	102
20	East Main Street	East Main & Abbey Road	N/A	Townhome	Under Review	MS82 000035 000	R-2	227
21	Gentilly Townhomes	Gentilly Road	N/A	Townhome	Under Construction (Vertical)	S53 00064 000	R-2	20
22	Old Register Tad	Old Register Road	N/A	Townhome	Zoning Approved	076 000001 000	R-4	300
23	Cypress Lake Townhomes	Cypress Lake/West Jones Ave	N/A	Townhome	Under Construction (LDAP)	MS40000074A000	R-2	111
24	S&S Railroad Towns	665 S&S Railroad Bed Road	N/A	Townhome	Under Construction (LDAP)	107 000006A000 & 107 000007 000	R-2	46
25	Miller Street Extension Phase 2	Miller Street Ext	N/A	Apartment	Zoning Approved	MS49000004 000	R-4	184
26	Baptist Collegiate Ministry	1701 Chandler Road	N/A	Apartment	Under Construction (Vertical)	MS62000001 000	R-4	84
27	Cawana Row	Cawana Road	N/A	Townhome	Under Construction (LDAP)	107 000005 000	R-2	71
28	Cawana Bend	Cawana Road	N/A	Townhome	Under Construction (LDAP)	107 000005 001	R-2	28
29	Fernhill Farms North	Lakeview Road	N/A	Single-Family	Under Review	MS57000012 000	R-6	241
30	Lakeview Pines	Lakeview Road	N/A	Single-Family	Under Review	MS58000037 000	R-6	78
31	Bypass Cypress Towns	Cypress Lake/Veterans Memorial	N/A	Apartments	Zoning Approved	MS33000023 002	R-3	172
32	Bel Air North/South	Beasley Road	N/A	Single-Family	Zoning Approved	MS91000010 002	R-15	52
								4499

Townhome	1963
Single-Family	1063
Apartment	1473
Vertical	1517
Land Disturbance	916

Potential Development

Total Proposed Projects							
	Project/Area	Address	Type	Status	Parcel #	Zoning District	Unit #
1	Woodford Station	7130 Veterans Memorial	Townhome	Under Construction (Vertical)	MS42 000007 006	R-2	178
2	Fernhill Farms	Lakeview Road	Single-Family	Under Construction (LDAP)	MS57 000006 000	PUD	80
3	Hollingsworth Property	Cawanna Rd	Single-Family	Under Review	107 000003 000	R-6	154
4	New Neighborhood/ Town Homes	Cawanna Rd	Townhome	Under Review	092 000012 001	R-2	231
5	Hartford Townhomes	54 Packinghouse Road	Townhome	Under Construction (Vertical)	MS69 000003A002	R-4	41
6	Charme Statesboro	108 Georgia Av.	Apartment	Under Construction (Vertical)	MS61 000052 000	R-4	292
7	Lovett Road/Point Grande	Lovett Road	Apartment	Under Constrction (LDAP)	MS72 000004 000	R-4	216
8	Miller Street	531 Miller Street Ext	Apartment	Under Construction (LDAP)	MS38 000003 001	R-4	184
9	Northbridge Subdivision	South Bridgeport Drive	Single-Family	Under Construction (LDAP)	MS80 000013 000	R-4	54
10	S&S Greenway	S&S Railroad Bed	Single-Family	Under Review	107 000009 000	PUD	133
11	Gorden Street URA	17 Gordon Street/224 East Main	Townhome	Under Construction (LDAP)	S39 000083 000, S39 000077 000, S39 000083 001	R-4	41
12	Jones Mill Road	Jones Mill Road	Townhome	Under Construction (LDAP)	MS84 000002 001	R-2	152
13	Bel Air Area	Beasley Road	Single-Family	Under Construction (LDAP)	MS91 000013 000	R-6	126
14	Bryant's Landing	400 Donnie Simmons Way	Apartment	Under Construction (Vertical)	MS38 000056 001, MS38 000056 000	R-4	100
15	Burkhalter Intersection #1	6539 Burkhalter Road	Single-Family	Zoning Approved	108 000001 000	R-4	87
16	Burkhalter Intersection #2	6922 Burkhalter Road	Townhome/Single-Family	Zoning Approved	108 00002 000	R-2	385
17	Stockyard Road	Stockyard & Timber Road	Single-Family	Under Construction (LDAP)	MS38 000068 001	R-6	96
18	Westside Road	Westside Road	Townhome	Under Review	MS3 0000025 004	R-2	90
19	Langston Chapel	Langston Chapel Road	Townhome	Zoning Approved	MS76 000010 000	R-2	102
20	East Main Street	East Main & Abbey Road	Townhome	Zoning Approved	MS82 000035 000	R-2	251
21	Gentilly Area	Gentilly Road	Townhome	Under Construction (LDAP)	S53 00064 000	R-2	20
22	Old Register Tad	Old Register Road	Townhome	Zoning Approved	076 000001 000	R-4	303
23	Cypress Lake Townhomes	Cypress Lake/West Jones Ave	Townhome	Zoning Approved	MS40000074A000	R-2	111
24	Burkhalter Village	Burkhalter Road	Townhome/Single-Family	Under Consideration	093 000004 000	PUD	1794
25	Fernhill Farms South	Lakeview Road	Single-Family Detached	Under Consideration	MS58000037 000	R-6	78
26	Fernhill Farms North	Lakeview Road	Single-Family Detached	Under Consideration	MS57000012 000	R-6	253
27	Bypass Cypress Towns	Cypress Lake/Veterans Memorial	Townhome	Under Consideration	MS33000023 002	R-2	195
28	Baptist Collegiate Ministry	1701 Chandler Road	Apartment	Zoning Approved	MS62000001 000	R-4	84
29	Miller Street Phase 2	531 Miller Street Ext	Apartment	Zoning Approved	MS49000004 000	R-4	146
30	Fair Road Apartments*	Elmer Phillips Road	Apartment	Under Consideration*	093 000036 000	N/A	400
31	Olliff Property	Cypress Lake Road	Townhome/Single-Family	Under Consideration	MS41000036 000	N/A	1207
24	S&S Railroad Towns	665 S&S Railroad Bed Road	Townhome	Zoning Approved	107 000006A000	R-2	46
32	67 Towns	Highway 67	Townhome	Under Consideration*	109 000001 000	R-2	453
33	Old Register Tad 2	Old Register Road	Townhome/Single-Family	Under Consideration		PUD	1650
34	Herman Rushing	Herman Rushing Road	Townhome	Under Consideration	108 000013 000	R-2	198
65							
							9931

Development with Public Road

Approved Site/Neighborhood Projects						
	Project/Area	Address	Type	Parcel #	Zoning District	Unit #
1	Woodford Station	7130 Veterans Memorial	Townhome	MS42 000007 006	R-2	178
2	Fernhill Farms	Lakeview Road	Single-Family	MS57 000006 000	PUD	80
3	Hollingsworth Property	Cawana Rd	Single-Family	107 000003 000	R-6	154
4	The Outpost	Cawana Rd	Townhome	092 000012 001	R-2	231
5	Hartford Townhomes	54 Packinghouse Road	Townhome	MS69 000003A002	R-4	41
6						
7						
8	Miller Street	531 Miller Street Ext	Apartment	MS38 000003 001	R-4	184
9	Northbridge Subdivision	South Bridgeport Drive	Single-Family	MS80 000013 000	R-4	54
10	S&S Greenway	S&S Railroad Bed	Single-Family	107 000009 000	PUD	133
11	Gorden Street URA	17 Gordon Street/224 East Main	Townhome	S39 000083 000, S39 000077 000, S39 000083 001	R-4	41
12	Jones Mill Towns	Jones Mill Road	Townhome	MS84 000002 001	R-2	152
13	Bel Air East	Beasley Road	Single-Family	MS91 000013 000	R-6	126
14						
15	Burkhalter Intersection #1	6539 Burkhalter Road	Apartment	108 000001 000	R-4	240
16	Burkhalter Intersection #2	6922 Burkhalter Road	Townhome/Single-Family	108 000002 000	R-2	399
17	Stockyard Road	Stocktard & Timber Road	Single-Family	MS38 000068 001	R-6	96
18	Westside Road	Westside Road	Townhome	MS3 0000025 004	R-2	90
19	Langston Chapel	Langston Chapel Road	Townhome	MS76 000010 000	R-2	102
20	East Main Street	East Main & Abbey Road	Townhome	MS82 000035 000	R-2	227
21	Gentilly Area	Gentilly Road	Townhome	S53 00064 000	R-2	20
22	Old Register Tad	Old Register Road	Townhome	076 000001 000	R-4	300
23	Cypress Lake Townhomes	Cypress Lake/West Jones Ave	Townhome	MS40000074A000	R-2	111
24	S&S Railroad Towns	665 S&S Railroad Bed Road	Townhome	107 000006A000 & 107 000007 000	R-2	46
25	Miller Street Extension Phase 2	Miller Street Ext	Apartment	MS49000004 000	R-4	184
26						
27	Cawana Road Towns	Cawana Road	Townhome	107 000005 000	R-2	71
28	Homes of Integrity Towns	Cawana Road	Townhome	107 000005 001	R-2	34
29	Fernhill Farms North	Lakeview Road	Single-Family	MS57000012 000	R-6	241
30	Lakeview Pines	Lakeview Road	Single-Family	MS58000037 000	R-6	78
31	Bypass Cypress Towns	Cypress Lake/Veterans Memorial	Apartments	MS33000023 002	R-3	172
						3785

Public

Private

Mixed

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Brad Deal, Director – Public Works and Engineering

Date: July 7, 2025

RE: Recommendation of Bid Approval for ENG-124e: Max Lockwood Drive Roadway Improvements

Policy Issue: Purchasing

Recommendation:

Staff recommends award of the ENG-124e: Max Lockwood Drive Roadway Improvements Project to Ellis Wood Contracting, Inc. in the amount of \$1,363,320.

Background:

The pavement on Max Lockwood Drive is failing, and there are also drainage issues along the road which affect surrounding properties, including the Honey Bowen Building. The project scope includes the replacement of the existing drainage infrastructure along the street, new curb and gutter and sidewalk, reconstructing the pavement along the entire street, installation of traffic calming devices, striping of new parking spaces, and the installation of a new deceleration lane and driveway into the Honey Bowen parking lot from Fair Road under a GDOT Encroachment Permit.

Only one bid was received in response to the City's advertisement of the sealed bid. Ellis Wood Contracting meets all requirements of the bid package.

Budget Impact:

Originally, the project scope only included resurfacing, and the original budget amount was \$300,000. The changes in scope, which included drainage improvements, total reconstruction of the pavement, and the new driveway and decel lane on Fair Road, increased the Design Consultant's Opinion of Probable Cost to \$1,274,288 for the final design of the project. Staff negotiated with the only bidder to remove some items from the project scope to reduce the price. The original bid was \$1,520,870 and was reduced to \$1,363,320 by reducing the quantity of some items such as sidewalk in areas that were determined to be not critical. Funding would be provided by 2018 and 2023 TSPLOST funds.

Council Person and District: Ginny Hendley, District 3

Attachments: None

CC: Darren Prather, Director of Central Services

CITY OF STATESBORO



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

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

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

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

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

Date: July 8, 2025

RE: Replacement Excavator for the Solid Waste Disposal Division/Inert Landfill

Policy Issue: Purchasing

Recommendation: Staff recommends to approve the purchase of a 2025 Caterpillar 326 TC Excavator in the amount of \$322,672 from Yancy Brothers Company through Sourcewell Contract#011723.

Background: This item is part of a planned replacement of an existing 2012 CASE CX210C Excavator that has been in service for many years and is past its useful life. The excavator will be used primarily in operations for the inert landfill, and could be used for other Public Works operations as well.

We are proposing to purchase this unit using a Sourcewell CAT Contract #011723 as approved by City purchasing policy. Sale and Service will be through Yancy Brothers Company in Statesboro, GA. They are a dealer for in our area for commercial construction equipment.

Budget Impact: This purchase is budgeted in SWD-33 Excavator Replacement, which has \$325,000 budgeted in FY 2026 in Solid Waste Disposal Operating Funds. The current excavator will be surplus.

Council Person and District: All

Attachments: Yancy Brothers Company Sourcewell CAT Contract #011723



March 26, 2025

City of Statesboro

Sourcewell CAT CONTRACT# 011723

SOURCEWELL Account #33094

RE: Quote 277771-02

Caterpillar, Inc. Model: 326 TC Excavator

CONFIGURATION DETAILS

Components	Ref No.	Wgt	Qty	List
Consist as per DBS (Includes Attached Attachment)				
326 07H HEX AM-N CFG1	651-3269		1	294,340
LANE 2 ORDER	0P-9002		1	0
BOOM, REACH 19'4"	527-2203		1	10,040
BOOM TUBE, EOU	527-2200		1	0
STICK, R9'8"	635-9396		1	5,110
LINKAGE, BKT-CB1 W/EYE	533-5001		1	3,610
HYDRAULIC PKG, COMB ADV	597-3160		1	11,550
JOYSTICKS, VERTICAL SLIDER	528-6835		1	1,540
JOYSTICK STEER + AUX RELAY PKG	617-0334		1	1,335
CYLINDER, STICK	527-5467		1	4,770
CYLINDER, BUCKET CB1	635-2968		1	2,945
TRACK, 31" TG	527-5575		1	5,010
GUARD, TRACK GUIDING SEGMENTED	346-7149		1	1,935
CONTROL, QC	517-4758		1	1,120
LINES, DRAIN, PG	549-9536		1	0
LINES, A/C	577-7867		1	0
BATTERIES, 2	506-5013		1	740
CAMERA, 360 VISIBILITY	578-7636		1	2,820
LIGHTS, CAB, W/RAIN PROTECTOR	577-8973		1	910
MIRROR, CAB, W/O GUARD	580-8628		1	138
LIGHT, REACH & SLR BOOM LH	577-6541		1	195
LIGHT, REACH & SLR BOOM RH	577-6542		1	195
GRADE 2D ASSIST & PAYLOAD	624-7796		1	0
GRADE SENSOR, REACH BOOM	621-8911		1	0
GRADE SENSOR, R9'6" STICK	621-4808		1	0
PROD LINK, PLE643/PLE743 RADIO	594-9052		1	0
NETWORK MANAGER, A6N1	555-7286		1	0
COUNTERWEIGHT, 10,140LBS	598-9149		1	1,085
FILM, EXTERIOR, ANSI	578-2910		1	0
FILM, INTERIOR, ANSI	573-4351		1	0
FILM, STICK WARNING, ANSI	567-3815		1	0

FILM, EMC	528-4738	1	0
FILM, ROPS	610-6129	1	0
SERIALIZED TECHNICAL MEDIA KIT	421-8926	1	0
LINES, HP, REACH BOOM	527-2266	1	1,540
LINES, HP, R9'8" STICK	356-8152	1	1,470
SUN SCREEN, REAR	488-6450	1	270
STORAGE TRAY	576-9461	1	60
LINES, QC, REACH BOOM	527-2268	1	1,670
LINES, QC, R9'8" STICK	253-6498	1	1,360
STORAGE PROTECTION (EXPORT)	0G-4126	1	76
STORAGE PROTECTION (EXPORT)	0P-7563	1	27
BKT HD 48" 1.74YD3 CB	541-1748	1	13,722
SIDECUTTERS, HEAVY DUTY	357-2698	1	1,451
TIP, PENETRATION PLUS ADVANSYS	505-4103	5	875
ROLL ON-ROLL OFF	0G-4202	1	171
CYLINDER, BOOM	527-1854	1	7,950
Removed - STORAGE PROTECTION (EXPORT)	0G-4126	1	(76)
Removed - STORAGE PROTECTION (EXPORT)	0P-7563	1	(27)
Removed - ROLL ON-ROLL OFF	0G-4202	1	(171)

Total (incl.Attachments) per DBS: 380,030

Total Modifications: (274)

Modified Consist Total: 379,756

CAT Components (Attachments)

BRACKET GP	386-3919	72	1	1,250
CONNECTOR LINES, THUMB	418-0310	47	1	1,507
KIT, FOGS	605-8365	0	1	3,185
Total CAT List/Net:				385,698

Total Machine List Price	\$385,698
Sourcwell Contract 15% off List Price for 323 Excavator	-\$57,855
Price after Sourcwell Discount	\$327,843
Mandatory Service & Outbound Freight	Included
Hydraulic Thumb	\$14,829
Installation of Thumb & FOGS	Included
Travel Time & Mileage 72 MO/ 3000 HRs	Included
72 MO/ 3000 HR Premier Warranty	Included
24 Mo/ 1000 HR Parts only CVA	Included

Additional Yancey Bros.Multiple Machine Discount for City of Statesboro -\$20,000

TOTAL QUOTE PRICE \$322,672

Accepted by _____ on _____

Sincerely,

Zach Tatum

Machine Sales / Heavy Rents Rep
Yancey Bros. Co.



Serve. Solve. Succeed.