



**July 16, 2024 5:30 pm**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Mayor Pro Tem Shari Barr
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 06-18-2024 Council Minutes
    - b) 06-18-2024 Executive Session Minutes
  - B) Consideration of a motion to approve the surplus of two 2014 Dodge Chargers that are no longer serviceable in the Statesboro Police Department.
  - C) Consideration of a motion to approve the surplus and disposition of multiple items in the Public Works and Engineering Department.
5. Public hearing and consideration of a motion to approve: **APPLICATION RZ 24-06-01**: Joe Buckles requests a Zoning Map Amendment from the LI (Light Industrial) zoning district to the HOC (Highway Oriented Commercial) zoning district to allow for use of a commercial property at 2735 Northside Drive West (Tax Parcel # S08 000072 000).
6. Public hearing and consideration of a motion to approve: **APPLICATION RZ 24-06-02**: Horizon Homebuilders requests a Zoning Map Amendment from the R-2 (Townhouse Residential) zoning district to the R-4(High-Density Residential) zoning district on a portion of a 39.97 acre property located on Abbey Road & East Main Street (Tax Parcel # MS82000035 000).
7. Public hearing and consideration of a motion to approve: **APPLICATION SUB 24-06-03**: Lotts Creek Capital, LLC requests a Preliminary Subdivision PLAT on 16.54 acres of property in order to develop a townhouse subdivision of approximately 111 units on Cypress Lake Road (Tax Parcel MS40000074A000).
8. 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):
  - a) Raisin A Toast, LLC dba Eggs Up Grill  
137 Tormenta Way  
Owner(s): Ashley & Nate Pennington  
License Type: Restaurant
  - b) Sugar Magnolia Coffeehouse, Inc.  
100 Brampton Ave., Suite 1-I  
Owner: Caroline Joyner  
License Type: Low Volume
  - c) Antoinette Café Kitchen LLC  
193 West Main Street  
Owner(s): Samere Bay, Nikira Boggs  
License Type: Restaurant

9. 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):
  - a) Jay Food Mart  
500 East Main Street  
Owner: Vinod Kumar Chaudhari  
License Type: Package Sales – Beer and Wine only
10. Consideration of a motion to approve an amendment of Interlocal Agreement with Bulloch County to authorize the Statesboro Bulloch County Land bank Authority to exercise powers granted under Article 4 of OCGA Title 48.
11. Consideration of a motion to approve a joint Resolution with Bulloch County to appoint John Robinson as the fifth member of the Statesboro Bulloch County Land Bank Authority.
12. Consideration of a motion to approve the restatement of the Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan.
13. Consideration of a motion to approve **Resolution 2024-19**: A Resolution to accept a grant from Georgia City Solutions for \$500.00 to implement a placemaking project designed by the Statesboro Youth Council.
14. Consideration of a motion to award a contract to NEOGOV in the amount of \$37,554.67 to provide an HRIS (human resources information system) platform to assist with recruiting, orienting, and evaluating employees.
15. Consideration of a motion to approve an application submitted by UP Statesboro, LLC dba Cambridge @ Southern – the Pines and the Scion Group for funding under the Security Enhancement incentive Program in the amount of \$20,000.00.
16. Consideration of a motion to approve an application submitted by UP Statesboro, LLC dba Cambridge @ Southern – the Palms and the Scion Group for funding under the Security Enhancement incentive Program in the amount of \$20,000.00.
17. Consideration of a motion to approve an application submitted by Copper Beech Townhome Communities Twenty One, LLC dba Copper Beech Statesboro and Scion Group for funding under the Security Enhancement incentive Program in the amount of \$20,000.00.
18. Consideration of a motion to approve a Development Agreement with 202 West Main Street, LLC to use \$50,000 in TAD funds for funding assistance for The Garage project within Statesboro TAD 1 (aka, Downtown TAD, South Main TAD).
19. Consideration of a motion to authorize the Municipal Gas Authority of Georgia to transact with Southern Natural Gas on behalf of the City of Statesboro to permanently acquire firm capacity through the South System 4 project in the amount of 350 Dekatherm/day to be effective in 2028 after the South System 4 is complete.

20. Consideration of a motion to approve Change Order #1 of the Candler County Industrial Park Project with Southern Utility Group in the amount of \$57,800.00 to extend unit prices for installation of a 4" natural gas main on Akins Boulevard. To be paid for with Operating Income funds from CIP Project NGD-11.
21. Consideration of a motion to approve Change Order #2, in the amount of \$78,455.00, to Southern Civil for the Blower and Pump Upgrades Project at the Waste Water Treatment Plant to be paid for with Operating and ATC funds included in the project budget #WTP-24, that was approved by council on 8-9-23.
22. Consideration of a motion to award a contract to Mark Turner Grading, Inc. in the amount of \$275.00 per hour (not to exceed a total cost of \$120,000) to complete a water service line inventory by excavation and verification of approximately 636 existing water services. This project will be funded by Operating Revenues.
23. Consideration of a motion to award a contract to Hussey Gay Bell Engineering, Inc. in the amount of \$79,100 to provide survey, design, permit, bid and contract administration services for the extension of sanitary sewer services to the Quail Run subdivision. If approved, this project will be funded using American Rescue Plan Act (ARPA) funds as approved in FY2025 CIP Project WWD-32-H.
24. Consideration of a motion to accept Councilman Boyum's resignation as District 1 representative.
25. Consideration of a motion to approve **Resolution 2024-20**: A Resolution calling for a Special Election to fill the unexpired term of the vacant District One Council Seat, fixing the qualification fee for candidates, and authorizing publication.
26. Other Business from City Council
27. City Managers Comments
28. Public Comments (General)
29. 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)
30. Consideration of a Motion to Adjourn



CITY OF STATESBORO  
COUNCIL MINUTES  
JUNE 18, 2024

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

**1. Call to Order**

Mayor Jonathan McCollar called the meeting to order

**2. Invocation and Pledge**

Councilmember Paulette Chavers gave the Invocation and led the Pledge of Allegiance.

**ATTENDENCE**

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Present	
Phil Boyum	Councilmember	Present	5:58 pm
Paulette Chavers	Councilmember	Present	
Ginny Hendley	Councilmember	Present	
John Riggs	Councilmember	Absent	
Shari Barr	Mayor Pro Tem	Present	

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

**3. Recognitions / Public Presentation:**

**A) Presentation by the Greener Boro Commission.**

Lissa Legee Chairperson for the Greener Boro Commission gave an update as to the things the commission has been up to over the last two years. Their mission is to “Continue to grow a resilient, welcoming and health Statesboro in which wise planning meets the clean, air, water, and other livability needs of all, including future generations.” The commission did some data gathering on what Statesboro values. The top four items are recycling, biking and walking trails, pedestrian friendly cities, and solar initiatives. From this data the commission came up with several objectives to include reduce solid waste, reduce transportation emissions, increase public and private green space, conserve biological/environmental green space, improve energy efficiency in city buildings and provide education about home energy efficiency, and work towards sustainability enforcement within the city. In order to accomplish these objectives the commission is working to gather information from guest speakers such as city staff and local presenters on what Statesboro is doing. Also external speakers to learn how they are approaching problems. In efforts to reduce solid waste Greener Boro has come up with Fix it Fridays. Fix it Friday is done in partnership with BIG/Fab Lab and is part of the First Friday events so far 214 people have been engaged with the event and 105 items have been repaired. In addition they also developed a local reduced Solid Waste Local Resource Guide and made it available on the city’s website. In efforts to improve energy efficiency the commission solicited Georgia Power’s participation to promote residential efficiency retrofit program so far they have received 18 applications. Some new initiatives the commission is work on include waste reduction by having aluminum cups for city events, energy reduction by encouraging performance contract to increase sustainability through energy and water conservation, reduction in transportation emissions by mapping out all city bike paths, partnering with Keep Statesboro-Bulloch Beautiful Advisory Board for a Green Business Certification program, and finally a Climate Resiliency Plan done in two phases, phase I is a vulnerability assessment and phase II is the Climate Resiliency Plan. So, we as the commission encourage the city to move forward with some of these ideas and ask for feedback on these initiatives and what the focus of the commission should be in the next year.

Mayor Pro Tem Shari Barr stated she is in favor of all the initiatives and asked to hear what other councilmembers think.



Councilmember Paulette Chavers stated she is interested in the biking trails mapping initiative and the Fix it Friday initiative. She also stated her concern about the aluminum cups initiative for city events asking who would provide the cups.

Lissa Legee stated the idea is that the city would provide the cups. The city of Savannah is doing this and they've been very successful.

Mayor Jonathan McColiar stated his interest is in the walking paths initiative with an idea of finding a way to connect the Willie McTell trail to Georgia Southern Campus.

Councilmember Ginny Hendly stated she agrees that the two mentioned initiatives are the best ones to focus on.

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

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

**A) Approval of Minutes**

**a) 06-04-2024 Council Minutes**

**b) 06-04-2024 Executive Session Minutes**

A motion was made to approve the consent agenda.

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

**6. Public Hearing and Consideration of a Motion to Approve: APPLICATION SE 24-05-01: Sal Atta requests a Special Exception from Section 2.2.9 of the Statesboro Unified Development Code in order to allow for the establishment of a vehicle service station at 3101 Old Register Road (Tax Parcel # 076 00001 012).**

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve with staff conditions **APPLICATION SE 24-05-01**: Sal Atta requests a Special Exception from Section 2.2.9 of the Statesboro Unified Development Code in order to allow for the establishment of a vehicle service station at 3101 Old Register Road (Tax Parcel # 076 00001 012).

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

7. **Public Hearing and Consideration of a Motion to Approve: APPLICATION RZ 24-05-02: The Young Men’s Christian Association of Coastal Georgia, Inc. requests a Zoning Map Amendment from the R-15 (Single-Family Residential) zoning district to the MX (Mixed-Use) zoning district on approximately 8.29 acres of property in order to add services for a future daycare and medical office to the existing Y at 409 Clairborne Avenue (Tax Parcel # S53 000001 000).**

A motion was made to open the public hearing.

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

Mark Bruce spoke in favor of the request. No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve with staff conditions **APPLICATION RZ 24-05-02**: The Young Men's Christian Association of Coastal Georgia, Inc. requests a Zoning Map Amendment from the R-15 (Single-Family Residential) zoning district to the MX (Mixed-Use) zoning district on approximately 8.29 acres of property in order to add services for a future daycare and medical office to the existing Y at 409 Clairborne Avenue (Tax Parcel # S53 000001 000).

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

At 5:58 pm Councilmember Phil Boyum joined the meeting.

8. **Public Hearing and Consideration of a Motion to Approve: APPLICATION SUB 24-05-03: Mitchell Ball requests a Preliminary Subdivision PLAT on approximately 32.16 acres in order to amend a previously approved single-family detached subdivision by increasing the unit count by 12 units on Stockyard Road (Tax Parcel # MS38000068 001).**

A motion was made to open the public hearing.

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

Haydon Rollins with Hussey Gay Bell spoke in favor of the request. No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve with staff conditions **APPLICATION SUB 24-05-03**: Mitchell Ball requests a Preliminary Subdivision PLAT on approximately 32.16 acres in order to amend a previously approved single-family detached subdivision by increasing the unit count by 12 units on Stockyard Road (Tax Parcel # MS38000068 001).

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

**9. Public Hearing and Consideration of a Motion to Approve: APPLICATION SUB 24-05-04: Five Guys Development, LLC request a Preliminary Subdivision PLAT on 111.4 acres of property in order to develop approximately 185 units at 6922 Burkhalter Road (Tax Parcel # 108 000002 000).**

A motion was made to open the public hearing.

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

Haydon Rollins with Hussey Gay Bell spoke in favor of the request.  
No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve with staff conditions **APPLICATION SUB 24-05-04**: Five Guys Development, LLC request a Preliminary Subdivision PLAT on 111.4 acres of property in order to develop approximately 185 units at 6922 Burkhalter Road (Tax Parcel # 108 000002 000).

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

#### 10. Public Hearing and Consideration of a Motion to Approve:

**A. APPLICATION SE 24-05-05:** CRE Impact BCM Southern Statesboro GA, LLC requests a Special Exception from Section 2.3.2 of the Statesboro Unified Development Code to allow for an approximately 1,000 square foot commercial space in a proposed multi-story apartment development located at 1701 Chandler Road (Tax Parcel # MS62 000001 000).

**B. APPLICATION SU 24-05-06:** CRE Impact BCM Southern Statesboro GA, LLC requests a Special Use Permit to allow for an increase in the allowed density of a proposed multi-story apartment development located at 1701 Chandler Road (Tax Parcel# MS62 000001 000).

A motion was made to open the public hearing.

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

Jeff Warwick spoke in favor of the request. No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve with staff conditions **APPLICATION SE 24-05-05**: CRE Impact BCM Southern Statesboro GA, LLC requests a Special Exception from Section 2.3.2 of the Statesboro Unified Development Code to allow for an approximately 1,000 square foot commercial space in a proposed multi-story apartment development located at 1701 Chandler Road (Tax Parcel # MS62 000001 000) and **APPLICATION SU 24-05-06**: CRE Impact BCM Southern Statesboro GA, LLC requests a Special Use Permit to allow for an increase in the allowed density of a proposed multi-story apartment development located at 1701 Chandler Road (Tax Parcel# MS62 000001 000).

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

**11. Public Hearing and Consideration of a Motion to Approve: Resolution 2024-14: A Resolution Adopting the 2024 Comprehensive Master Plan Update.**

A motion was made to open the public hearing.

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

No one spoke for or against the 2024 Comprehensive Master Plan update.

A motion was made to close the public hearing.

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

A motion was made to approve **Resolution 2024-14**: A Resolution adopting the 2024 Comprehensive Master Plan Update.

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

**12. Public Hearing and Consideration of a motion to approve Resolution 2024-15: A Resolution exempting certain vehicles from marking requirement for one year.**

A motion was made to open the public hearing.

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

No one spoke for or against Resolution 2024-15.

A motion was made to close the public hearing.

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

A motion was made to approve **Resolution 2024-15**: A Resolution exempting certain vehicles from marking requirement for one year.

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

13. Consideration of a Motion to Approve **Resolution 2024-16**: A Resolution to adopt the fourth amendment to the fiscal year 2024 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.

A motion was made to approve **Resolution 2024-16**: A Resolution to adopt the fourth amendment to the fiscal year 2024 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.

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

14. Consideration of a motion to approve **Resolution 2024-17**: A Resolution to adopt the Fiscal Year 2025 Budget for each fund of the City of Statesboro, Georgia, appropriating the amount shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriations.



A motion was made to approve **Resolution 2024-17**: A Resolution to adopt the Fiscal Year 2025 Budget for each fund of the City of Statesboro, Georgia, appropriating the amount shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriations.

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

**15. Consideration of a motion to approve Resolution 2024-18: A Resolution adopting the Statesboro Schedule of Rates, Fees and Fines.**

A motion was made to approve **Resolution 2024-18**: A Resolution adopting the Statesboro Schedule of Rates, Fees and Fines.

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

**16. Consideration of a motion to approve Resolution 2024-19: A Resolution accepting road right of way of Fernhill Drive, Leather Leaf Way, Boston Fern Lane, Royal Fern Lane, Fire Apparatus Turnaround (2), and future road extension within the Fernhill Subdivision as public streets to be owned and maintained by the City of Statesboro.**

A motion was made to approve **Resolution 2024-19**: A Resolution accepting road right of way of Fernhill Drive, Leather Leaf Way, Boston Fern Lane, Royal Fern Lane, Fire Apparatus Turnaround (2), and future road extension within the Fernhill Subdivision as public streets to be owned and maintained by the City of Statesboro.

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

**17. Consideration of a motion to approve Second Reading and consideration of a motion to approve:**

- A) **Ordinance 2024-06: An Ordinance amending Chapter 70 of the Statesboro Code of Ordinances regulating the use of Shareable Dockless Mobility Devices.**  
B) **Ordinance 2024-07: An Ordinance amending Chapter 78 of the Statesboro Code of Ordinances amending Non-Motorized Devices.**

A motion was made to approve **Ordinance 2024-06: An Ordinance amending Chapter 70 of the Statesboro Code of Ordinances regulating the use of Shareable Dockless Mobility Devices** and **Ordinance 2024-07: An Ordinance amending Chapter 78 of the Statesboro Code of Ordinances amending Non-Motorized Devices.**

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

**18. Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax.**

A motion was made to authorize the Mayor to execute a contract for services with the Statesboro Arts Council, Inc. to market downtown Statesboro by operating and managing the Averitt Center for the Arts, using proceeds from the Hotel/Motel Tax.

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

**19. Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax.**

A motion was made to authorize the Mayor to execute a contract for services with the Downtown Statesboro Development Authority/Main Street to market downtown Statesboro, using proceeds from the Hotel/Motel Tax.

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

**20. Consideration of a Motion to Authorize the Mayor to execute a contract for services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax.**

A motion was made to authorize the Mayor to execute a contract for services with the Statesboro Convention and Visitors Bureau, Inc. to market Statesboro and Bulloch County, using proceeds from the Hotel/Motel Tax.

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

**21. Consideration of a motion to amend the West Main Street streetscape improvements project contract with Cranston by an additional amount of \$79,850.00 to provide professional design services along the East Main Street streetscape. This project, ENG-92, will be paid by 2018 TSPLOST funds.**

A motion was made to amend the West Main Street streetscape improvements project contract with Cranston by an additional amount of \$79,850.00 to provide professional design services along the East Main Street streetscape. This project, ENG-92, will be paid by 2018 TSPLOST funds.

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

**22. Consideration of a motion to award contract to Hussey Gay Bell Engineering, Inc. in the amount not to exceed \$76,900 to provide survey, design, permit, bid and contract administration services for sanitary sewer rehabilitation in the Fair Road, East Main Street and US Highway 80 areas. If approved, this project will be funded using operating income as approved in FY2024 CIP Projects WWD-187 & WWD-188.**

A motion was made to award contract to Hussey Gay Bell Engineering, Inc. in the amount not to exceed \$76,900 to provide survey, design, permit, bid and contract administration services for sanitary sewer rehabilitation in the Fair Road, East Main Street and US Highway 80 areas. If approved, this project will be funded using operating income as approved in FY2024 CIP Projects WWD-187 & WWD-188.

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

- 23. Consideration of a motion to enter into a Memorandum of Understanding with FS2 Land Holdings LLC, to cost share the construction of a Sewer Lift Station to serve Quail Run Subdivision. The City will contribute 20% of the cost, not to exceed \$149,602.00. This project, WWD-32, will be paid for with funds from the American Rescue Plan Act (ARPA), which have been set aside for utility extension into unserved areas.**

A motion was made to enter into a Memorandum of Understanding with FS2 Land Holdings LLC, to cost share the construction of a Sewer Lift Station to serve Quail Run Subdivision. The City will contribute 20% of the cost, not to exceed \$149,602.00. This project, WWD-32, will be paid for with funds from the American Rescue Plan Act (ARPA), which have been set aside for utility extension into unserved areas.

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

- 24. Consideration of a motion to approve Task Order #9 in the amount of \$69,960.00 from Goodwyn, Mills, and Cawood (GMC) as part of the Stormwater Masterplanning Professional Services Agreement, to perform a stormwater study in the Whitesville area. This project will be paid through Stormwater Utility funds under STM-2 Drainage Basin H&H Modeling CIP.**

A motion was made to approve Task Order #9 in the amount of \$69,960.00 from Goodwyn, Mills, and Cawood (GMC) as part of the Stormwater Masterplanning Professional Services Agreement, to perform a stormwater study in the Whitesville area. This project will be paid through Stormwater Utility funds under STM-2 Drainage Basin H&H Modeling CIP.

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

**25. Consideration of a motion to approve the use of \$250,000 from ARPA interest earnings to assist with the construction of the Food Bank Building.**

A motion was made to approve the use of \$250,000 from ARPA interest earnings to assist with the construction of the Food Bank Building.

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

**26. Other Business from City Council**

Mayor Pro Tem Shari Barr thanked city staff for a fabulous concert last week.

**27. City Managers Comments**

Assistant City Manager Jason Boyles brought to Mayor and Council's attention a letter in the FYI packet we received from the Bulloch County Board of Commissioners regarding a request to meet and prepare for the renewal of the Special Purpose Local Option Sales Tax referendum.

Mayor Pro Tem Shari Barr asked about one item in the FYI packet a letter, we received from GDOT regarding detours for the roundabout projects and their request for input from the city of the potential impact on our citizens in the community.

Assistant City Manager Jason Boyles stated he has not had a chance to work through this with engineering. The project does include some city funds however it is a GDOT project so we rely heavily on their recommendations that way if there are any issues its GDOT's issue to figure out. The City Engineer is out this week so when he gets back we will go through this and see what we have and give you an update.

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

Don Armel stated there is an ordinance he wants to bring to Mayor and Council's attention that needs to be addressed. He began by stating under Part one, Charter and related laws, subpart A, Article two, Section 2-2 reads, "Vacancy declared in offices of mayor and council if officer changes residency to one outside city, the mayor and each member of the council of the city shall reside within the corporate limits of the city during their term in office. If any officer changes residency to one outside of the city, such officer's office shall be declared vacant." Mr. Armel then stated he believes District 1 has a vacant seat as Councilmember Phil Boyum does not have a residence in Statesboro or in District 1. He continued that with little effort using the white pages, he found there is a residence in Gainesville, Florida for Boyum. Mr. Armel also stated he did not come here to make a debate out of this but that it is something council should consider and look into, because the East Main residence shows, Mr. Boyum left that residence in 2023 and there is no other location currently.

Councilmember Phil Boyum stated he has not lived in Gainesville since 1998.

Annie Bellinger stated she has been a registered voter in Bulloch County for 65 years and that this year her voting rights and right to privacy been violated by the elections office.

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

At 7:00 pm a motion was made to enter into executive session.

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

At 7:22 pm a motion was made to exit executive session.

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

Mayor Jonathan McCollar called the regular meeting back to order.

A motion was made to execute a purchase/sale agreement with Robbie Franklin Real Estate LLC for the purchase of property for a fire station. The project FD-85 will be funded from 2019 SPLOST funds.

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

A motion was made to accept the resignation of Hannah Dugan from the Greener Boro Commission and to reappoint Lissa Legee to the commission.

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

A motion was made to approve a car allowance for the role of City Attorney and City Clerk in the amount of \$700.00 per month.

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

A motion was made to appoint Shiraya Robbs and Aaron Jump to the Keep Statesboro Bulloch Beautiful Advisory Board

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

### 30. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 7:24 pm.

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Jonathan McCollar, Mayor

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Leah Harden, City Clerk





# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

TO: Charles Penny, City Manager

FROM: Mike Broadhead, Chief of Police

DATE: July 16, 2024

POLICY ISSUE: Surplus Vehicles

RECOMMENDATION: That Council approve the “surplus” of vehicles that are no longer serviceable.

BACKGROUND: The Police Department is requesting that the City Council approve removing the following two (2) listed vehicles from the city inventory through “surplus” action. These two vehicles were submerged in water during a rain event on March 9, 2024 due to a drainage issue in the PD parking lot and are not salvageable.

- 2014 Dodge Charger VIN #2C3CDXAT9EH367666 (81,440 miles)
- 2014 Dodge Charger VIN #2C3CDXAT1EH367712 (57,532)

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

COUNCIL DISTRICT: All

ATTACHMENTS: N/A

# CITY OF STATESBORO



## COUNCIL

Phil Boyum, 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:** John Washington, Director - Public Works & Engineering

**Date:** July 9, 2024

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

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

### Recommendation:

Staff recommends Council Approval of surplus and disposition of equipment in the Public Works and engineering Department.

### Background:

The Items below have exceeded their useful life and need to declare surplus and approved for disposition:

#### Solid Waste Division

1. 2019 Ford F150 V8 CNG-Fuel Mileage: 63,897 VIN: 1FTMF1C51KKE40703
2. 2009 Ford F150 V6 Regular Fuel Mileage: 57,213 VIN: 1FTRF12W99KA73186
3. 2014 Exmark Lazor Z 60" Cut 23HP Kawasaki Engine Hours: 1,367 VIN: 314633846

#### Stormwater Division

4. Husqvarna K760 Chop Saw S#151701957
5. Husqvarna 455 Rancher Chainsaw S#3800741
6. Husqvarna 455 Rancher Chainsaw S#3800743
7. Husqvarna 55 Chainsaw S#3601133
8. Echo 266T Weedeater S#T47714027623
9. Stihl BG53C Blower S#505876002
10. 2007 Woods Rotary Mower S#1092408
11. 2015 Diamond Mower Side Arm S#MF13130

### Budget Impact:

Reduce Maintenance Cost

### Council Person and District:

N/A (citywide)

Attachment: N/A

# CITY OF STATESBORO

## COUNCIL

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Paulette Chavers, District 2  
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Shari Barr, District 5



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

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

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

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

**Date:** July 9, 2024

**RE:** July 16, 2024 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends Approval of the Zoning Map Amendment requested by RZ 24-06-01.

**Background:** Joe Buckles requests a Zoning Map Amendment from the LI (Light Industrial) zoning district to the HOC (Highway Oriented Commercial) zoning district to allow for use of a commercial property at 2735 Northside Drive West (Tax Parcel # S08 000072 000).

**Budget Impact:** None

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

**Attachments:** Development Services Report – RZ 24-06-01



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 24-06-01 ZONING MAP AMENDMENT REQUEST	
<b>LOCATION:</b>	2735 Northside Drive West
<b>EXISTING ZONING:</b>	LI (Light Industrial)
<b>ACRES:</b>	2.04 acres
<b>PARCEL TAX MAP #:</b>	S08 000072 000
<b>COUNCIL DISTRICT:</b>	District 1 (Boyum)
<b>EXISTING USE:</b>	Vacant Commercial Building
<b>PROPOSED USE:</b>	Commercial Building

Case # RZ 24-06-01  
2735 Northside Dr W  
Parcel: S08 000072 000

**Location Map**

1 inch equals 100 feet  
Aerial: 2023 Edgeview

STAGIS

City of Statesboro  
Department of Planning  
and Development

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

**REPRESENTATIVE** SAME AS ABOVE  
**ADDRESS** SAME AS ABOVE

PROPOSAL
The applicant is requesting a Zoning Map Amendment from the LI (Light Industrial) zoning district to the HOC (Highway Oriented Commercial) zoning district in order to allow for appropriate usage under the Unified Development Code
STAFF/PLANNING COMMISSION RECOMMENDATION
<b><u>RZ 24-06-01 CONDITIONAL APPROVAL</u></b>



Case # RZ 24-06-01

2735 Northside Dr W  
Parcel: S08 000072 000

# Location Map



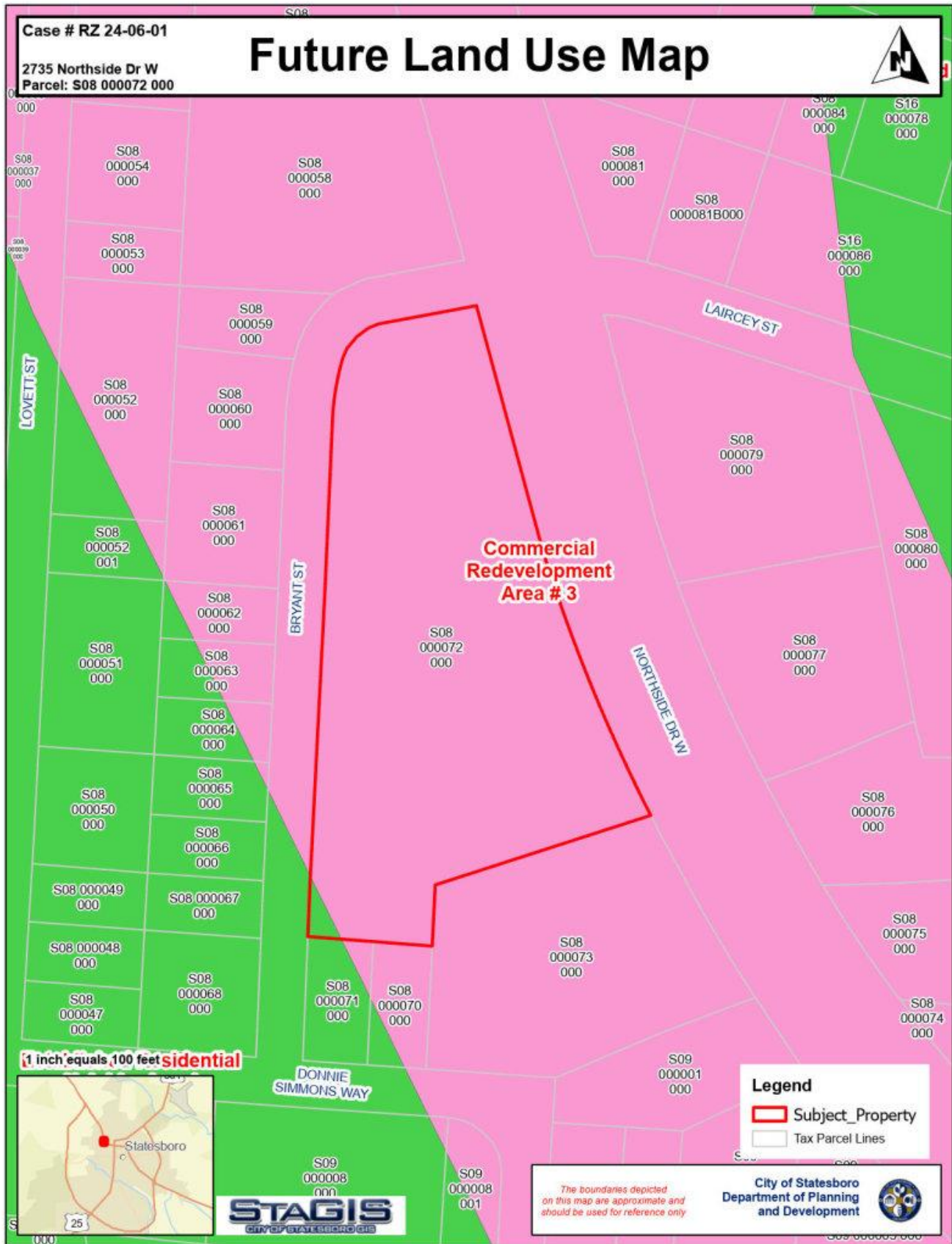


Case # RZ 24-06-01

2735 Northside Dr W  
Parcel: S08 000072 000

# Zoning Map







### SURROUNDING LAND USES/ZONING

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



## **SUBJECT SITE**

The subject site is a vacant building on a 2.04 acre lot. The historical use of the property has varied, but the change in zoning triggered by the prior Zoning Map Amendment under RZ 23-05-02 has made the property inappropriately zoned for many commercial uses.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Commercial Redevelopment Area #3” which calls for varied scale commercial, retail and offices. The *2024 Update* maintains this implementation description with the intent to focus on underutilized properties.

## **ENVIRONMENTAL SITE ANALYSIS**

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

## **COMMUNITY FACILITIES AND TRANSPORTATION**

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

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

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

The Zoning Procedures Law, specifically the “Steinberg Criteria” provides minimum standards for local governments to consider in the rezoning of properties. Those standards are as follows:

- 1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?**
  - The ability to utilize the property would be more in alignment with traditional commercial development, and some low scale industrial uses, which would be more appropriate due to the adjacent neighborhood.
- 2. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?**
  - It is Staff’s opinion that the proposal does not significantly impact the surrounding area.
- 3. Does the property to be rezoned have a reasonable economic use as currently zoned?**
  - The surrounding properties are primarily commercial in nature, although there is a residential neighborhood and a church to the immediate west of the site.
- 4. Will the zoning proposal result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities or schools?**

- The development should have no impact on existing infrastructure as the current building already exists.
- 5. Are there other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?**
- Initial evaluation of the property does not cause concern regarding the adjacent neighborhood, and the zoning would be appropriate for most general uses.
- 6. Does the zoning proposal conform to the Long-Range Land Use Plan of the Municipality?**
- The property has historically been vacant, but did at one time serve as a type of fabrication shop.

**Subject Property**



**Northern Property**





**Southern Property**



**Eastern Property**



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

Staff recommends **Approval of RZ 24-06-01** If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

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

At the regularly scheduled meeting of the Planning Commission on July 2, 2024, the Commission recommended approval of the application and staff conditions with a 7-0 vote.

# CITY OF STATESBORO

## COUNCIL

Phil Boyum, District 1  
Paulette Chavers, District 2  
Ginny Hendley, District 3  
John Riggs, District 4  
Shari Barr, District 5



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

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

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

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

**Date:** July 9, 2024

**RE:** July 16, 2024 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends Denial of the Zoning Map Amendment requested by RZ 24-06-02.

**Background:** Horizon Homebuilders requests a Zoning Map Amendment from the R-2 (Townhouse Residential) zoning district to the R-4(High-Density Residential) zoning district on a portion of a 39.97 acre property located on Abbey Road & East Main Street (Tax Parcel # MS82000035 000).

**Budget Impact:** None

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

**Attachments:** Development Services Report – RZ 24-06-02



City of Statesboro-Department of Planning and Development

## ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

<b>RZ 24-06-02</b>	
<b>ZONING MAP AMENDMENT REQUEST</b>	
<b>LOCATION:</b>	East Main Street
<b>EXISTING ZONING:</b>	R-2 (Townhouse Residential)
<b>ACRES:</b>	39.97 acres
<b>PARCEL TAX MAP #:</b>	MS82000035 000
<b>COUNCIL DISTRICT:</b>	District 5 (Barr)
<b>EXISTING USE:</b>	Single Family Residential
<b>PROPOSED USE:</b>	Townhome Development

**PETITIONER** Horizon Home Builders  
**ADDRESS** 37 W Fairmont Ave #202, Savannah, GA 31406

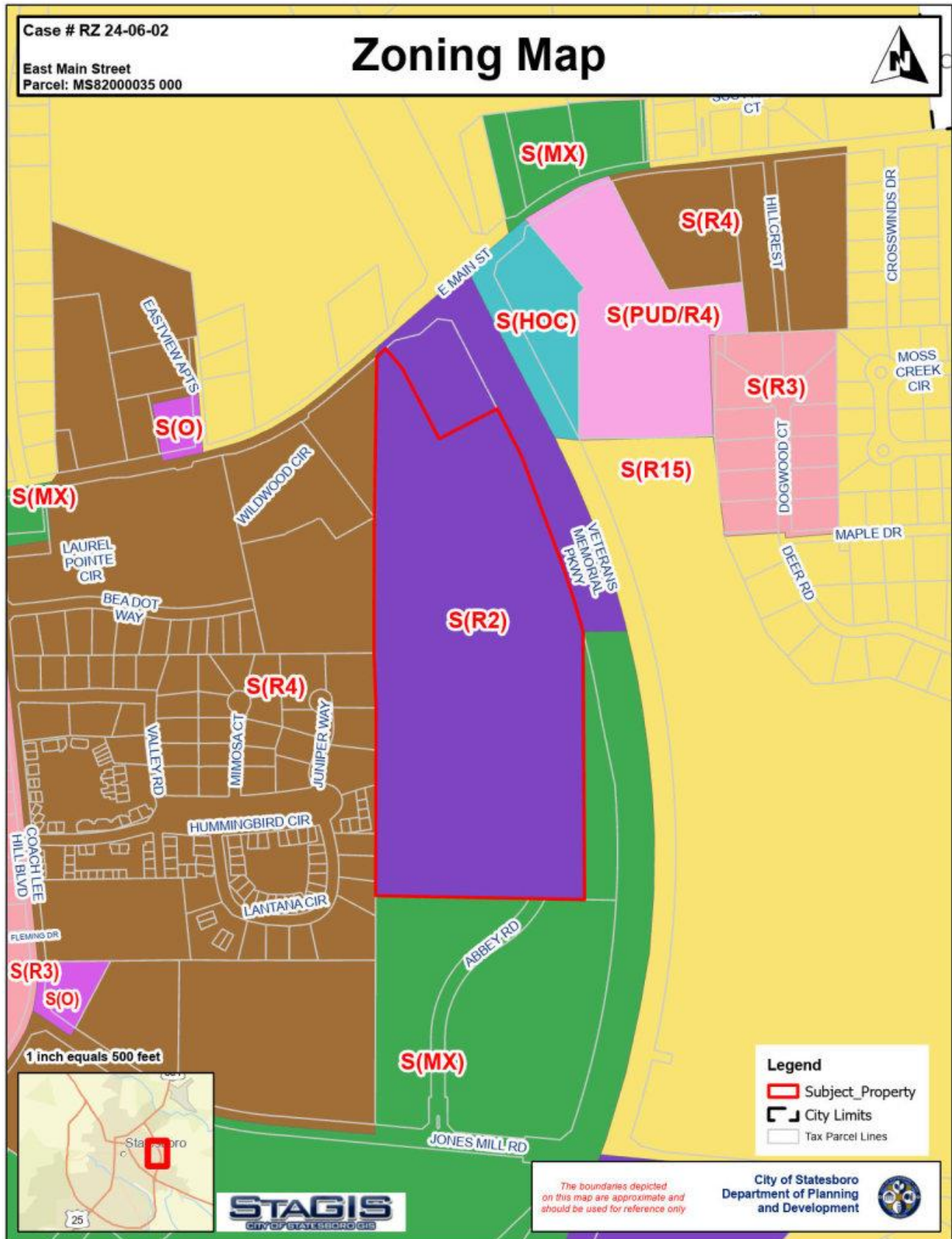
**REPRESENTATIVE** Haydon Rollins  
**ADDRESS** 329 Commercial Drive, Savannah, GA 31406

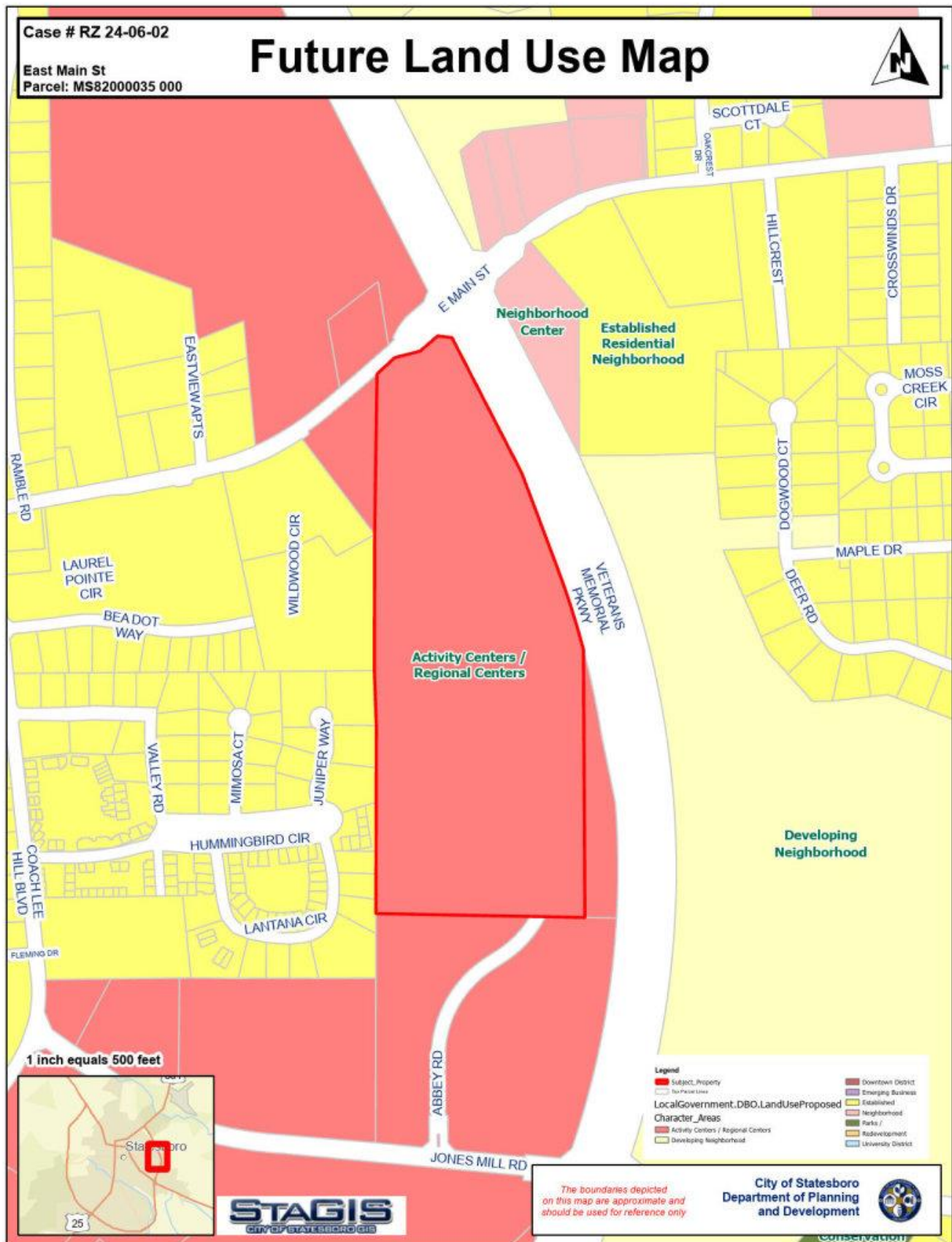
<b>PROPOSAL</b>
The applicant is requesting a Zoning Map Amendment from the R-2 (Townhouse Residential) zoning district to the R-4 (High-Density Residential) zoning district in order to develop a cottage court on the periphery of a proposed townhouse subdivision.
<b>STAFF/PLANNING COMMISSION RECOMMENDATION</b>
<b><u>RZ 24-06-02- DENIAL</u></b>

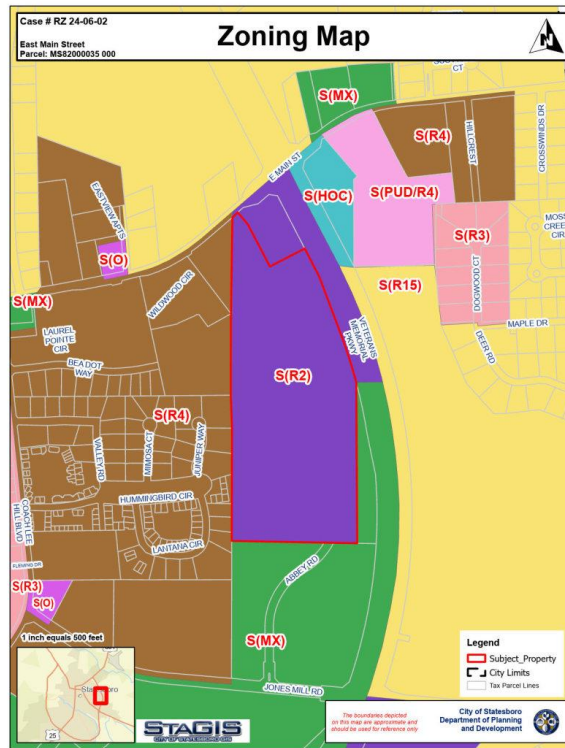












### SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> HOC (Highway Oriented Commercial )	Undeveloped Lot
Northeast	<b>Location Area #2:</b> HOC (Highway Oriented Commercial )	Undeveloped Lot
Northwest	<b>Location Area #3:</b> R4 (High Density Residential)	Church
East	<b>Location Area #4:</b> R15 (Single Family Residential)	Undeveloped Lot
West	<b>Location Area #5:</b> R4 (High Density Residential)	Apartment Complex
Southwest	<b>Location Area #6:</b> R4 (High Density Residential)	Single Family Dwelling
Southeast	<b>Location Area #7:</b> R15 (Single Family Residential)	Undeveloped Lot
South	<b>Location Area #8:</b> MX (Mixed-Use)	Undeveloped Lot

## **SUBJECT SITE**

The subject site is a vacant wooded 39.97 acre lot. The property historically served as a single family residence on the side of the parcel near East Main Street. The site has since been subdivided to allow for a service station, located on the North end of the property, which is not being included in this Zoning Map Amendment.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site in the “Activity Centers/Regional Centers” area, which is characterized largely by auto-oriented design and surface parking lots. These areas will evolve into pedestrian-oriented shopping, office, and entertainment places that may also accommodate high-density residential development. The *2024 Update* maintains this implementation description.

## **ENVIRONMENTAL SITE ANALYSIS**

The subject property does contain wetlands but is not located in a flood zone.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property has access to both city water and sewer, and road extension must be completed on Abbey Road.

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

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

The Zoning Procedures Law, specifically the “Steinberg Criteria” provides minimum standards for local governments to consider in the rezoning of properties. Those standards are as follows:

- 1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?**
  - The proposed use is of a different product type than the nearby multifamily and single-family properties, although the southeastern “Bland Tract” is being developed as additional townhomes like the majority of this property. The cottage court element, does not align with the denser development associated with the townhome subdivision, nor is the density high enough to show a mix of product styles.
- 2. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?**
  - It is likely that the property will have some traffic impacts, but no substantial degradations of overall usability of the adjacent property.
- 3. Does the property to be rezoned have a reasonable economic use as currently zoned?**
  - The property will still provide economic benefit to the developer, but the remaining space could further enhance the required amenity space associated with the townhome development, and proximity to the



proposed gas station to the North serve as a noxious use due to the proximity of the homes.

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

- The site does have a house located on it but it does not serve any general use for the public beyond the provided natural foliage. The development would serve the public by increasing residential units within the City, but only by a miniscule amount.

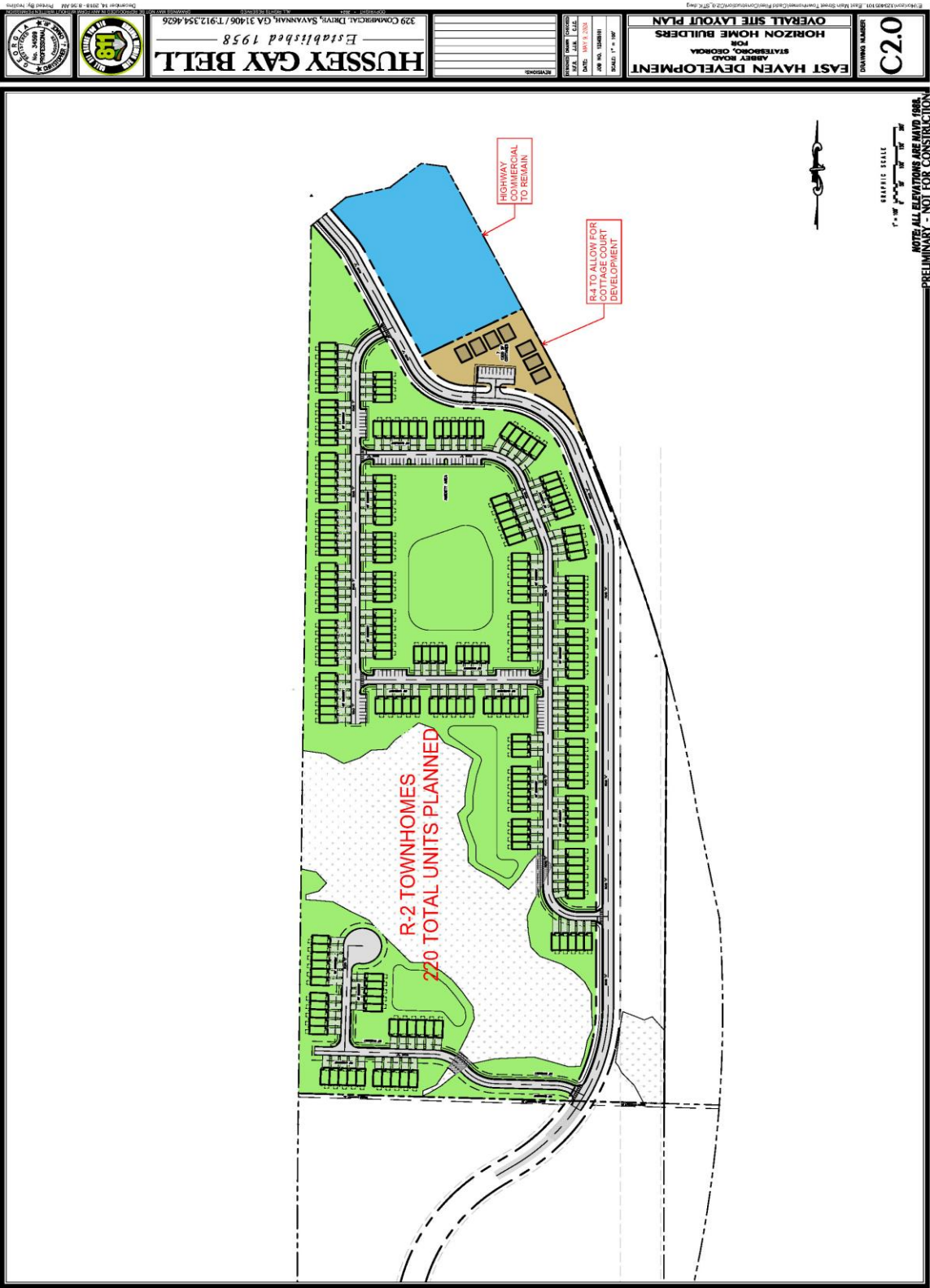
**5. Are there other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal?**

- The minimal change in the requested density appears to cause issues, through proximity to the proposed gas station; and the sketched development does not align with the existing Cottage Court Standards. Specifically, Central Courtyards may not include parking, nor can the courtyard be any less than 1500 square feet. The proposed setbacks of the underlying zoning district being applied for (R-4: High-Density Residential) must be adhered to in the development of the proposed cottage court.

**6. Does the zoning proposal conform to the Long-Range Land Use Plan of the Municipality?**

- The proposal does align with the *City of Statesboro Comprehensive Master Plan* description of land use.

Sketch Plan



[illegible]

**Subject Property**



**Eastern Property**





**Southern Property**



**Northern Property**



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

Staff recommends **Denial of RZ 24-06-02 due to the proposed cottage court not being able to meet the associated standards of Section 2.4.2 (C), and not being in alignment with the surrounding development area.** If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

1. Approval of this zoning map amendment does not grant the right to develop on the property. All construction must be reviewed and approved by the City.
2. The property will be required to meet the standards of Section 2.4.2 (C) with the initial submission of the Preliminary Subdivision PLAT.

At the regularly scheduled meeting of the Planning Commission on July 2, 2024, the Commission recommended denial of the application 4-3 vote.

# CITY OF STATESBORO

## COUNCIL

Phil Boyum, District 1  
Paulette Chavers, District 2  
Ginny Hendley, District 3  
John Riggs, District 4  
Shari Barr, District 5



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

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

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

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

**Date:** July 9, 2024

**RE:** July 16, 2024 City Council Agenda Items

**Policy Issue:** *Unified Development Code:* Preliminary Subdivision PLAT

**Recommendation:** Planning Commission recommends Approval of the Preliminary Subdivision PLAT requested by SUB 24-06-03.

**Background:** Lotts Creek Capital, LLC requests a Preliminary Subdivision PLAT on 16.54 acres of property in order to develop a townhouse subdivision of approximately 111 units on Cypress Lake Road (Tax Parcel MS40000074A000).

**Budget Impact:** None

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

**Attachments:** Development Services Report – SUB 24-06-03



City of Statesboro-Department of Planning and Development

## ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

### SUB 24-06-03 PRELIMINARY SUBDIVISION REQUEST

<b>LOCATION:</b>	Cypress Lake Road
<b>EXISTING ZONING:</b>	R-2 (Townhouse Residential)
<b>ACRES:</b>	16.54 acres
<b>PARCEL TAX MAP #:</b>	MS40000074A000
<b>COUNCIL DISTRICT:</b>	District 2 (Chavers)
<b>EXISTING USE:</b>	Vacant Lot
<b>PROPOSED USE:</b>	Townhome Subdivision



**PETITIONER** Lotts Creek Capital, LLC  
**ADDRESS** 1007 Monarch Circle; Statesboro GA 30458

**REPRESENTATIVE** Nathan Brown: Hussey Gay Bell  
**ADDRESS** 101 South College Street; Statesboro GA, 30458

### PROPOSAL

The applicant is requesting Preliminary Subdivision Approval on approximately 16.54 acres of property in order to develop a townhome subdivision of 111 units.

### STAFF/PLANNING COMMISSION RECOMMENDATION

**SUB 24-06-03 – CONDITIONAL APPROVAL**



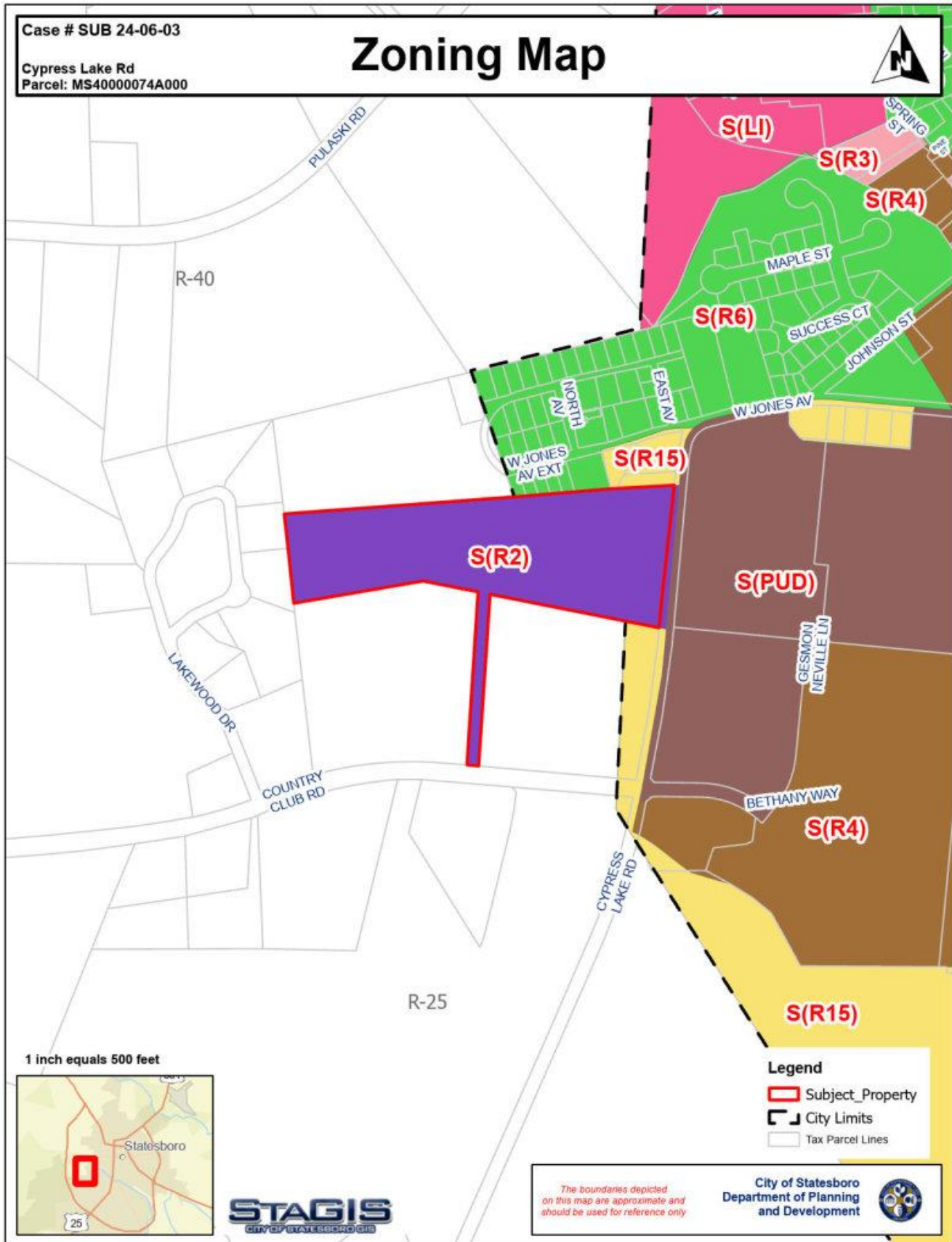
Case # SUB 24-06-03

Cypress Lake Rd  
Parcel: MS40000074A000

# Location Map



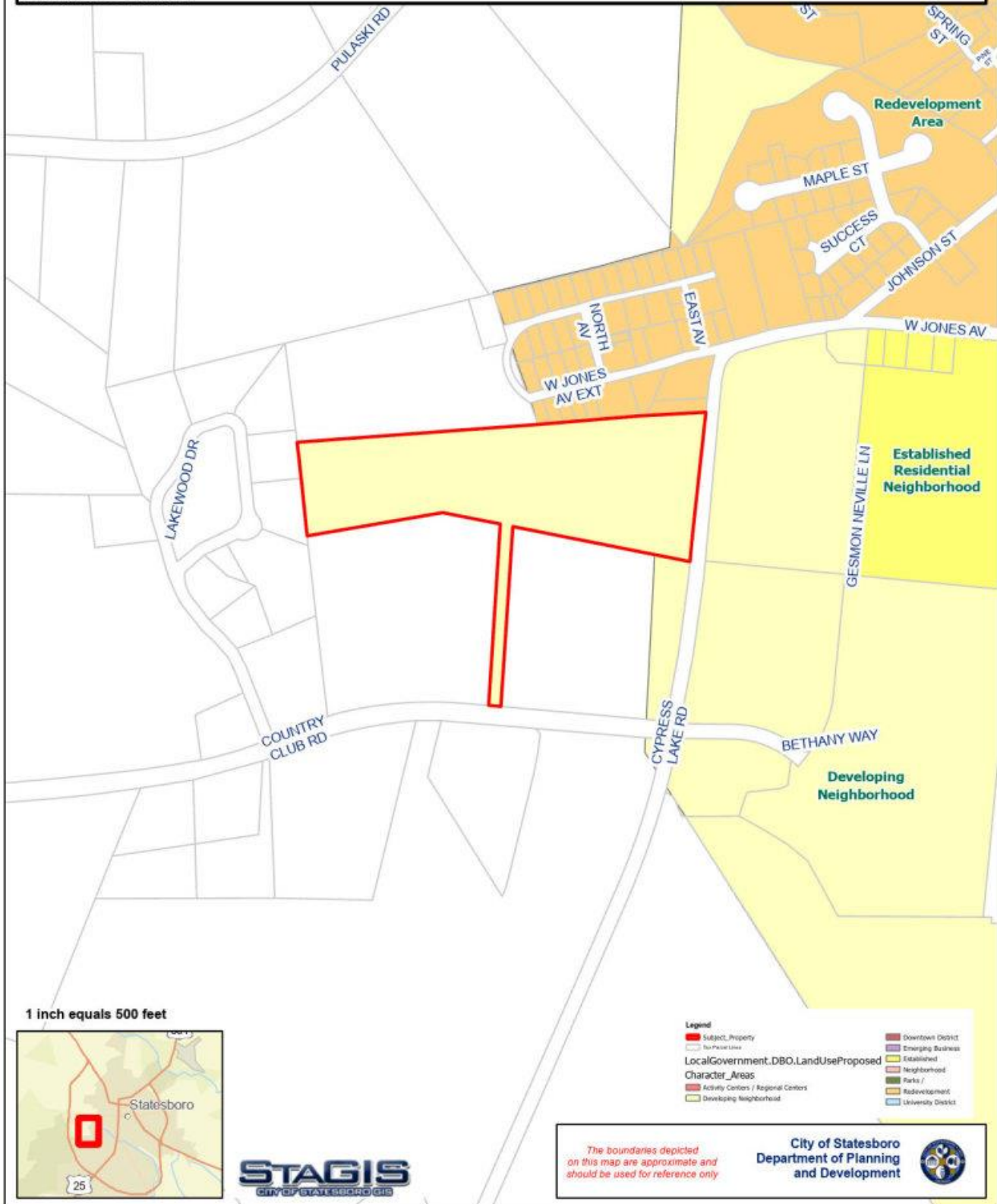


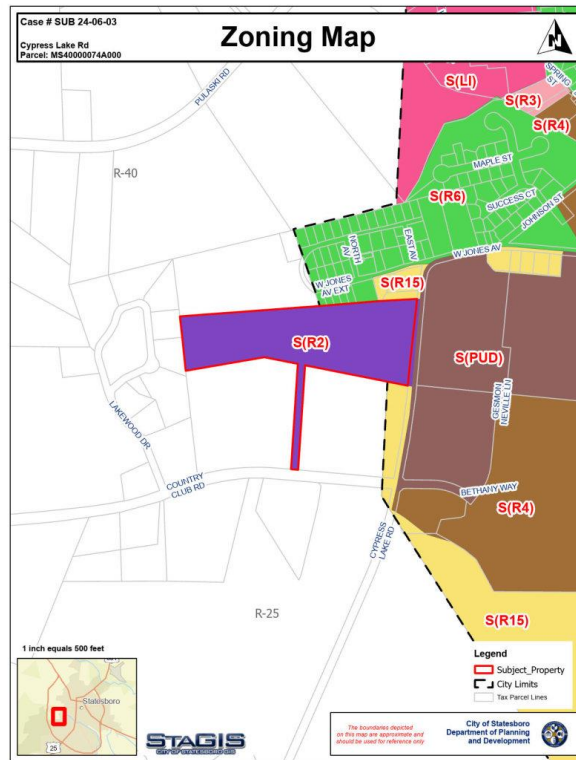


Case # SUB 24-06-03

Cypress Lake Rd  
Parcel: MS40000074A000

# Future Land Use Map

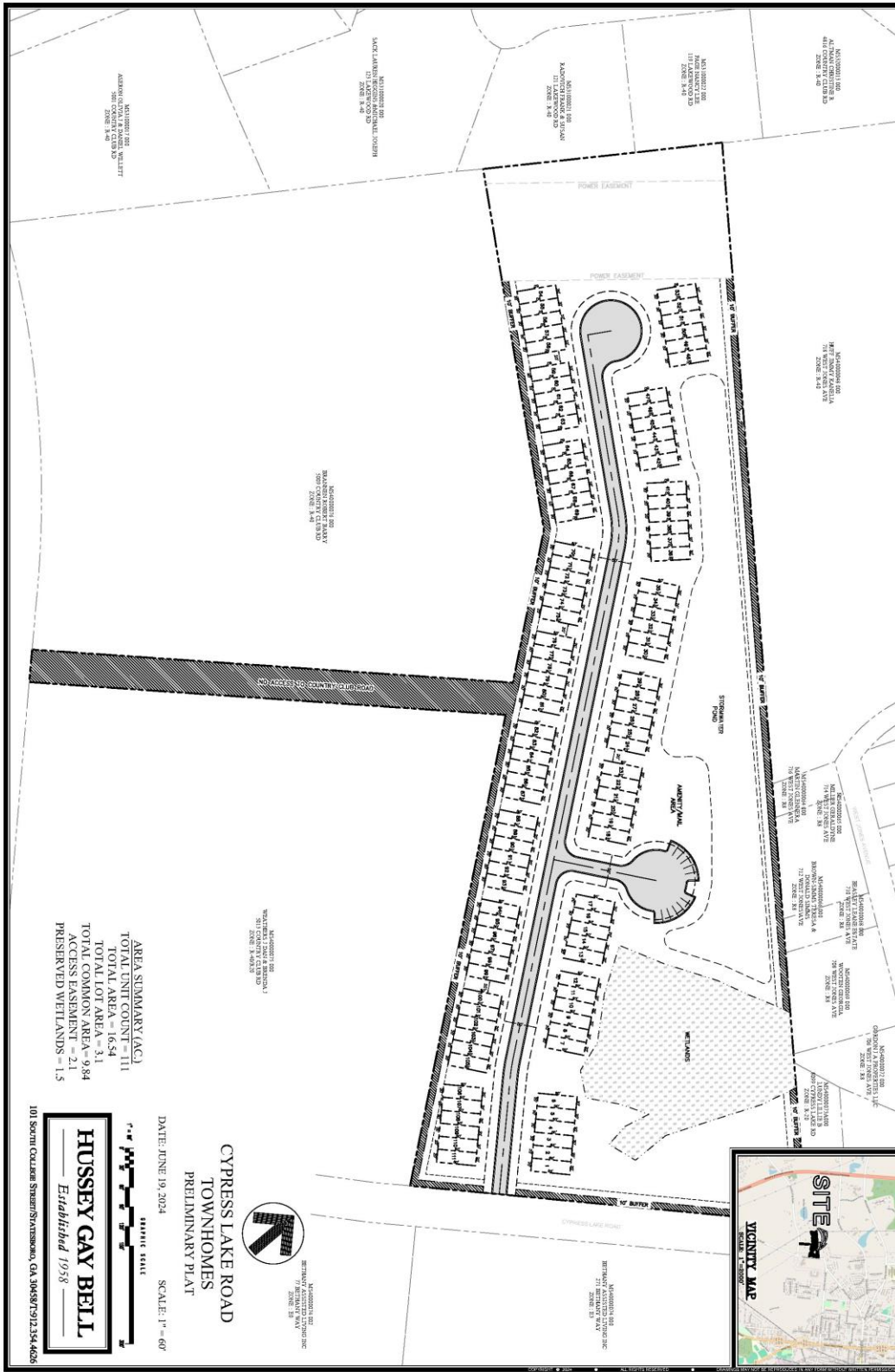




SURROUNDING LAND USES/ZONING		
Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> R-6 (Single-Family Residential)	Vacant Lot
Northeast	<b>Location Area #2:</b> R-6 (Single-Family Residential)	Single-Family Dwelling
Northwest	<b>Location Area #3:</b> R-40 (Single-Family Residential - County)	Vacant Land
East	<b>Location Area #4:</b> PUD (Planned Unit Development)	The Lodge at Bethany
West	<b>Location Area #5:</b> R-40 (Single-Family Residential - County)	Single-Family Dwelling
Southwest	<b>Location Area #6:</b> R-25 (Single-Family Residential – County)	Single-Family Dwelling
Southeast	<b>Location Area #7:</b> PUD (Planned Unit Development)	The Lodge at Bethany
South	<b>Location Area #8:</b> R-25 (Single-Family Residential – County)	Single-Family Dwelling



# PRELIMINARY PLAT



## **SUBJECT SITE**

The subject site is a vacant 16.54 acre parcel located on Cypress Lake Road. The property does have some frontage located on Country Club Road. The small section of property adjacent to Country Club Road will not be developed with this subdivision.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* does not reflect this area at this time, the plan will show this as a part of the “Developing Urban Neighborhood” character area with the adoption of the 2024 update to the Master Plan, which is in accordance with the original annexation of the site.

## **ENVIRONMENTAL SITE ANALYSIS**

The subject property does contain some wetlands to the East, but delineation of wetlands on the site do not show any disturbance of the existing wetlands on the site. The West of the site contains a Georgia Power Easement, which prevents further development in the area.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property is not currently served by City Water or Sewer, but water and sewer can be connected from the existing utilities throughout the area at the owner’s expense. Transportation will be fed directly onto Cypress Lake Road, which has been identified as a relevant area for traffic improvements by both the City and County in the most recent draft of the Long Range Transportation Master Plan.

**Subject Property**

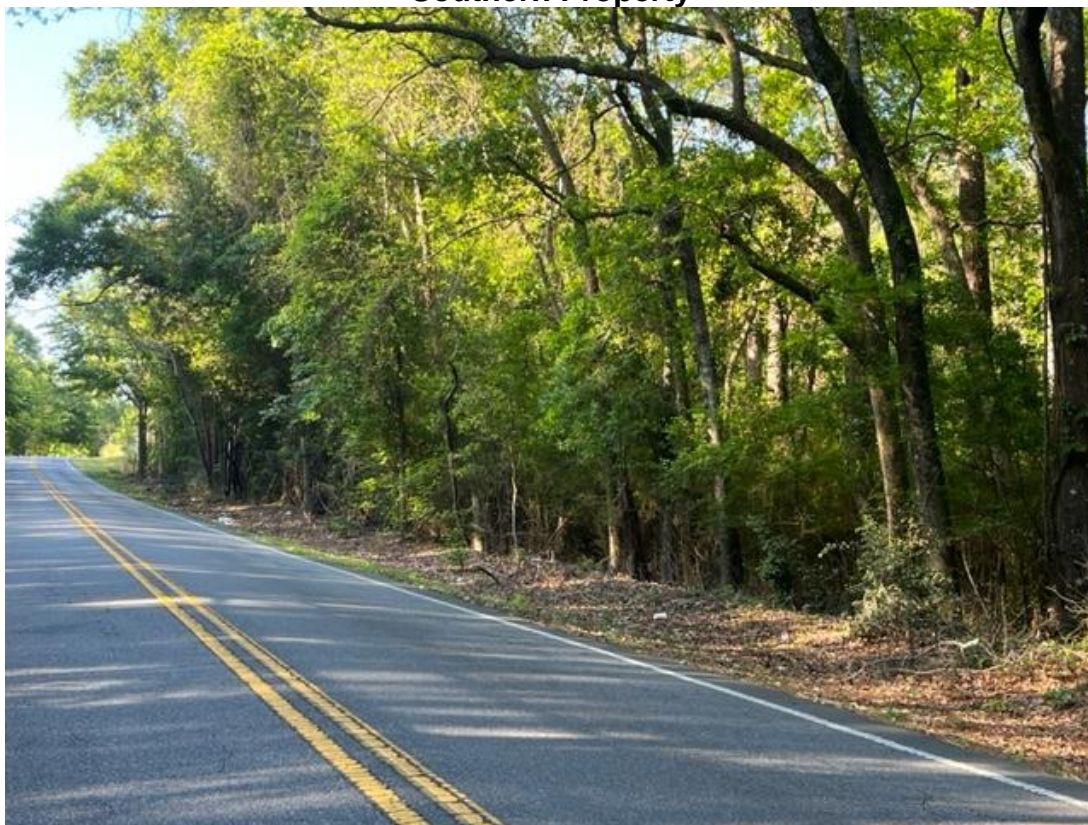


**Northern Property**





**Southern Property**



**Eastern Property**



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

Staff recommends **Approval of SUB 24-06-03**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Preliminary Subdivision Plat does not grant site and/or building plan approval as submitted. Project will be required to meet all City Ordinances and applicable building codes.

At the regularly scheduled meeting of the Planning Commission on July 2, 2024, the Commission recommended approval of the application and staff conditions with a 7-0 vote.

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum, 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 8, 2024

**RE:** Raisin A Toast, LLC dba Eggs Up Grill

**Policy Issue:** Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6 Sec 6-13(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

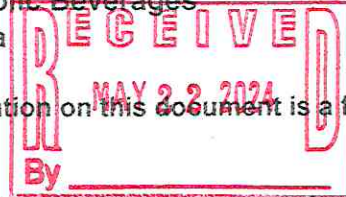
**Council Person and District:** Ginny Hendley, District 3

**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: Eggs Up Grill  
D/B/A Name

2. Applicant's Name: Raisin A Toast, LLC  
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 137 Tormenta Way  
Statesboro, GA 30458

4. Business mailing address: 813 Southwell Lane  
Brooklet, GA 30415

5. Local business phone number: 912-259-9095

Corporate office phone number: NA

6. Name of Manager: Ashley Pennington  
Person responsible for alcohol licensing issues

7. Phone number for manager: 706-617-1424

8. Email address for manager: eugstatesboro@gmail.com

9. Address of manager: 813 Southwell Lane Brooklet, GA  
30458

10. Purpose of application is:

New Business ☒ 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: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

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: Raisin A Toast, LLC

Home Office address: 813 Southwell Lane  
Brooklet, GA 30415

Mailing address (if different): 137 Tormenta Way Statesboro, GA 30435

Date & Place of incorporation: 8/18/22 - 813 Southwell Ln, Brooklet, GA 30415

Do you have a shareholders agreement?: yes - see attached

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

17. Officers:

Full Legal Name: Ashley Pennington Phone #: 706-617-1424

Home address: 813 Southwell Lane  
Brooklet, GA 30415

Percentage of stock owned: 50% Office held: Owner

Full Legal Name: Nate Pennington Phone #: 912-690-1158

Home address: 813 Southwell Lane  
Brooklet, GA 30415

Percentage of stock owned: 50% Office held: Owner

Full Legal Name: Rachael Farris Phone #: 706-346-1518

Home address: 109 South Mulberry Street  
Statesboro, GA 30458

Percentage of stock owned: 0% Office held: Manager

\*\*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: **NA**

**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: \_\_\_\_\_

**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:

Watkins Real Estate Group  
1958 Monroe Dr. NE Atlanta, GA 30324

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

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

Watkins Real Estate Group

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? no

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? no

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? no

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?

no

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? no  
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? no  
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? no  
If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, Ashley Pennington, 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.

Ashley Pennington  
Print full name/as signed below

Ashley Pennington Owner 5-14-24  
Signature of applicant Title Date

Sworn and subscribed before me this 14 day of May 2024  
Jessica Oliver  
Notary Public

My commission expires



Calculation of Basic License Fee

For Calendar Year: 2024-2025

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

Total Due: \$ \_\_\_\_\_

Eggs Up Grill  
Ashley and Nate Pennington  
137 Tormenta Way

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

### Alcohol License Review

Department	Full Name	Recommendation	Comments
Planning & Development	Jermaine Foster	Approved	06-17-2024 Proximity Map Submitted Today
Fire Department	Justin Taylor	Approve	5/28/2024
Police Department	Jared Akins	Approve	
Legal	Cain Smith	Approve	



# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum, 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 8, 2024

**RE:** Sugar Magnolia Coffeehouse, Inc.

**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.

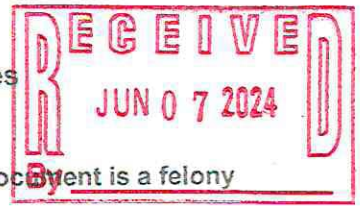
**Recommendation:** Planning and Development, Fire, Police, Legal, Building and Engineering recommended approval.

**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: SUGAR MAGNOLIA COFFEEHOUSE  
D/B/A Name

2. Applicant's Name: SUGAR MAGNOLIA COFFEEHOUSE, INC.  
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 100 BRAMPTON AVE, SUITE 1-I  
STATESBORO, GA 30458

4. Business mailing address: 20 EAST CHERRY STREET  
STATESBORO, GA 30458

5. Local business phone number: 912-259-9100  
Corporate office phone number: 912-225-9368

6. Name of Manager: CAROLINE JOYNER  
Person responsible for alcohol licensing issues

7. Phone number for manager: 912-536-0000

8. Email address for manager: caroline@sugarmagnolia.biz

9. Address of manager: [REDACTED], STATESBORO, GA 30461

10. Purpose of application is:

New Business ☒ 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: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

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: SUGAR MAGNOLIA COFFEEHOUSE, INC.

Home Office address: 100 BRAMPTON AVENUE, SUITE 1J  
STATESBORO, GA 30458

Mailing address (if different): 20 EAST CHERRY ST, STATESBORO, GA 30458

Date & Place of Incorporation: 12/08/2021, GEORGIA

Do you have a shareholders agreement?: YES

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

\_\_\_\_\_

17. Officers:

Full Legal Name: CAROLINE CANADY JOYNER Phone #: 912-536-0000

Home address: [REDACTED]

STATESBORO, GA 30461

Percentage of stock owned: 100% Office held: CEO/CFO/SECRETARY

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: \_\_\_\_\_ 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: \_\_\_\_\_

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:

ANDREW A. BURNS, 100 BRAMPTON AVENUE, SUITES  
1-E & 1-J, STATESBORO, GA 30458

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

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

BURNS LAND

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? NO

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? NO

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?

N/A

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?

NO

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? NO  
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? NO  
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? NO  
If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.



I, CAROLINE CANADY JOYNER, 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.

CAROLINE JOYNER

Print full name as signed below

Caroline Joyner

Signature of applicant

PRESIDENT

Title

7 June 2024

Date

Sworn and subscribed before me this 7th day of June, 20 24

mjbanner

Notary Public

02/05/2028

My commission expires





Calculation of Basic License Fee

For Calendar Year: 2024

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

Total Due: \$ 750.00

**Sugar Magnolia Coffeehouse**  
**Caroline Joyner**  
**100 Brampton Ave, Suite 1-I**

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

**Alcohol License Review**

<b>Department</b>	<b>Full Name</b>	<b>Recommendation</b>	<b>Comments</b>
<b>Planning &amp; Development</b>	Jermaine Foster	Approved	06-07-2024
<b>Fire Department</b>	Justin Taylor	Approve	6/27/2024
<b>Police Department</b>	Jared Akins	Approved	6/19/24
<b>Legal</b>	Cain Smith	Approved	

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum, 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 9, 2024

**RE:** Antoinette Café Kitchen LLC

**Policy Issue:** Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6 Sec 6-13(a)

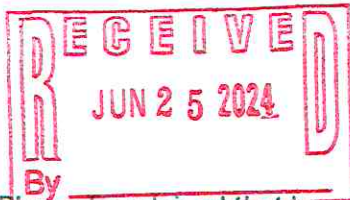
(a) No new alcoholic beverage license to sell, dispense, pour or offer to sell, dispense or pour any distilled spirits, alcoholic beverages, wine, beer, or malt beverages within the corporate limits of the City of Statesboro shall be issued to a new owner or new location until the application has been 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:** Paulette Chavers, District 2

**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: Antoinette Cafe Kitchen LLC.  
D/B/A Name

2. Applicant's Name: Samere Bey Adams  
Name of partnership, llc, corporation, or individual

3. Business Physical Address: ~~1346 Rabbit Run~~ 193 W main st.  
Statesboro GA 30458

4. Business mailing address: Same

5. Local business phone number: 912 225 0074

Corporate office phone number: \_\_\_\_\_

6. Name of Manager: Samere Bey  
Person responsible for alcohol licensing issues

7. Phone number for manager: 912 484 1070

8. Email address for manager: Samere.b@live.com

9. Address of manager: 1346 Rabbit Run Statesboro  
GA 30458

10. Purpose of application is:

New Business ☒ 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: N/A 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: Antoinette Cafe & Kitchen  
193 W main st, Statesboro GA 30458

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

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

\_\_\_\_\_

15. Members of LLC and/or partners: .

Full Legal Name: Nikira Boggs Phone #: 323 303 7794  
Home Address: 1507 Riggs Mill Ct  
Statesboro GA 30458

Full Legal Name: Samere Bey Phone #: 912 484 1070  
Home Address: 1346 Rabbit Run  
Statesboro GA 30458

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Has each member/partner completed a financial affidavit to attach to this application? yes  
(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?** yes  
See attachment

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:** \_\_\_\_\_ **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: \_\_\_\_\_

**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:

Nikira Beggs  
1507 Riggs Mill Ct Statesboro GA 30458

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:

attached agreement.

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? NO

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? NO

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? NO

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?

NO

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? NO  
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? NO  
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? NO  
If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, Samere B. Adams, 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.

Samere Bey Adams  
Print full name as signed below

[Signature] member 5/6/24  
Signature of applicant Title Date

Sworn and subscribed before me this May day of 6, 202024.

Cynthia Kirkland  
Notary Public

May 14, 2027  
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>✓</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>✓</u> _____	\$300
9. In Room Service Permit	_____	\$150

Total Due: \$ 3,100



**Antoinette Cafe Kitchen LLC**  
**Samere Adams, Nikira Boggs**  
**193 W. Main St.**

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

**Alcohol License Review**

<b>Department</b>	<b>Full Name</b>	<b>Recommendation</b>	<b>Comments</b>
<b>Planning &amp; Development</b>	Jermaine Foster	Approved	06-26-2024 This location is located in our MX District. Alcohol Sales is a permitted use within the MX District. Subject property also met all proximity requirements.
<b>Fire Department</b>	Jon Patterson	Approved	6/27/2024 Business passed OTC inspection 6/5/2024
<b>Police Department</b>	Jared Akins	Approve	
<b>Legal</b>	Cain Smith	Approve	

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum, 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 8, 2024

**RE:** Jay Food Mart

**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:** Phil Boyum, District 1

**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: JAY FOOD MART  
D/B/A Name

2. Applicant's Name: VINOD KUMAR CHAUDHARI  
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 500 EAST MAIN ST  
STATSBORO GA 30458

4. Business mailing address: Same as above

5. Local business phone number: 912-764-5967

Corporate office phone number: 912-541-4304

6. Name of Manager: VINODKUMAR CHAUDHARI  
Person responsible for alcohol licensing issues

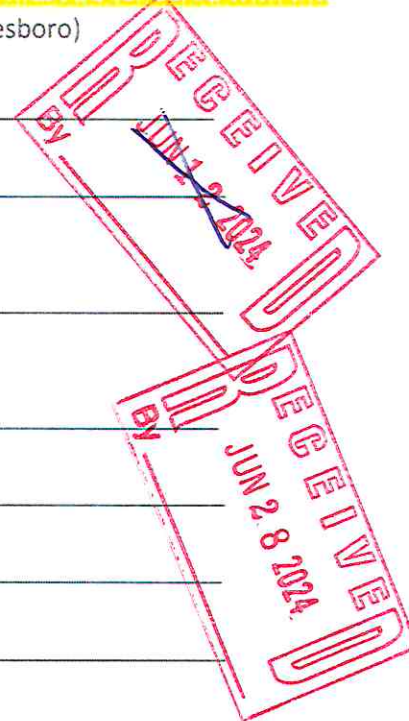
7. Phone number for manager: 912-541-4304

8. Email address for manager: SOLAIYALLC@gmail.com

9. Address of manager: 111 ELLIS RD STATSBORO GA 30461

10. Purpose of application is:

New Business ☒ New Owner ☒



Previous owner's name: AMAN KUMAR PATEL

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: SOLAIYA 318 LLC DBA: JAY Food Mart  
500 E Main St  
Statesboro GA 30458

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

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

\_\_\_\_\_



15. Members of LLC and/or partners:

Full Legal Name: VENOD KUMAR CHAUDHARI Phone #: 912-541-4304

Home Address: 111 ELLIS RD APT-04  
Statesboro GA 30461

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

Has each member/partner completed a financial affidavit to attach to this application? YES  
(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?** yes

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:** \_\_\_\_\_ **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:** \_\_\_\_\_

**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:

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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:

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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? NO

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

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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? NO

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? NO

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?

NO

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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? NO

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? NO

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? NO

If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

I, VINOD KUMAR CHAUDHART, 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.

VINOD KUMAR CHAUDHART  
Print full name as signed below

Bhavelkhy OWNER 06/12/24  
Signature of applicant Title Date

Sworn and subscribed before me this 12<sup>th</sup> day of June, 20 24.  
Hartia C Young 04/06/2025  
Notary Public My commission expires



Calculation of Basic License Fee

For Calendar Year: \_\_\_\_\_

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

Total Due: \$ 2050.00

Jay Food Mart  
Vinodkumar Chaudhari  
500 East Main St.

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

**Alcohol License Review**

Department	Full Name	Recommendation	Comments
Planning & Development	Jermaine Foster	Approved	07-01-2024
Fire Department	Jon Patterson	Approved	7/1/2024 Business passed OTC inspection on 6/18/2024
Police Department	Jared Akins	Approved	7/3/24
Legal	Cain Smith	Approved	



# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Ginny Hendley  
John C. Riggs  
Shari Barr



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

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

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

**From:** Cain Smith, City Attorney

**Date:** July 10, 2024

**RE:** July, 2024 City Council Agenda Items

**Policy Issue:** Consideration of amendment of Interlocal Agreement with Bulloch County to authorize the Statesboro Bulloch County Land bank Authority to exercise powers granted under Article 4 of OCGA Title 48

**Recommendation:** Approval

**Background:** The Land Bank was established a decade prior to the State expanding Land Bank powers in 2012. This resolution would allow them to operate in accordance with these expanded powers.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Amendment to Interlocal Agreement

**AMENDMENT TO INTERLOCAL AGREEMENT BY AND**  
**BETWEEN BULLOCH COUNTY, GEORGIA AND**  
**THE CITY OF STATESBORO, GEORGIA**

**THIS AGREEMENT TO AMEND** is made and entered into this 16th day of July, 2024, by and between the **BULLOCH COUNTY, GEORGIA, a political subdivision of the State of Georgia** and **THE CITY OF STATESBORO, GEORGIA, a municipal corporation**, (collectively the “Parties”).

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

**WHEREAS**, the Parties entered into an Interlocal Cooperation Agreement Establishing the Statesboro-Bulloch County Land Bank Authority (the “Agreement”) on December 3, 2002.

**WHEREAS**, the State of Georgia conferred a panoply of new powers to land bank authorities in 2012 through amendment of Chapter 4 of Title 48 of the OCGA;

**WHEREAS**, these powers were not yet contained in state statute and so were also not included in Section III of the Agreement;

**WHEREAS** the Parties seek to confer these additional powers to the Statesboro-Bulloch County Land Bank Authority (the “Land Bank”);

**AND WHEREAS**, the Parties desire to do so by amending the Agreement in order to confer these aforementioned powers to the Land Bank.

**NOW THEREFORE**, for and in consideration of good and valuable consideration described herein, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants and agreements contained in this Agreement, the Parties do hereby agree that Section III Powers of the Authority be amended to also include Paragraph C as follows:

C: The Authority shall have all powers conferred to Land Bank Authorities as contained in Article 4 of Title 48 of the OCGA as it currently reads and may be amended.

Mayor and Council of Statesboro

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

Mayor Jonathan McCollar

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

Leah Harden, City Clerk

Commission of Bulloch County

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

Chairman Roy Thompson

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

Venus Mincey-White, County Clerk

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Ginny Hendley  
John C. Riggs  
Shari Barr



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

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

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

**From:** Cain Smith, City Attorney

**Date:** July 10, 2024

**RE:** July, 2024 City Council Agenda Items

**Policy Issue:** Consideration of joint resolution with Bulloch County to appoint John Robinson as fifth member of Statesboro Bulloch County Land bank Authority

**Recommendation:** Approval

**Background:** on July 11, 2023, in accordance with section 48-4-104(j) of the Land Bank Act, the Board of Directors of the Land Bank unanimously resolved to continue in existence according to the provisions of the Land Bank Act contingent upon the appointment of at least one additional board member so that there are an odd number of board members.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Joint Resolution

Georgia Municipal Association City of Excellence

Telephone: (912) 764-5468 • Fax: (912) 764-4691 • email: [cityhall@statesboroga.net](mailto:cityhall@statesboroga.net)



**JOINT RESOLUTION  
CITY OF STATESBORO AND BULLOCH COUNTY GEORGIA  
APPOINTING ADDITIONAL MEMBER OF THE STATESBORO BULLOCH COUNTY  
LAND BANK AUTHORITY**

WHEREAS the Statesboro Bulloch County Land Bank Authority (hereinafter “Land Bank”) was created on December 3, 2002 pursuant to section 48-4-61 of the Official Code of Georgia Annotated by Intergovernmental Contract between the City of Statesboro and Bulloch County, Georgia;

WHEREAS section 48-4-100 *et seq.* of the Official Code of Georgia Annotated (hereinafter the “Land Bank Act”) authorizes any Georgia Land Bank Authority created prior to July 1, 2012 to continue in existence in accordance with the provisions of Land Bank Act upon the unanimous consent of the board members, and contingent upon the appointment of at least one additional board member;

WHEREAS on July 11, 2023, in accordance with section 48-4-104(j) of the Land Bank Act, the Board of Directors of the Land Bank unanimously resolved to continue in existence according to the provisions of the Land Bank Act contingent upon the appointment of at least one additional board member so that there are an odd number of board members;

Accordingly, pursuant to section 48-4-104(j) of the Land Bank Act the City of Statesboro and Bulloch County hereby jointly nominate and approve the following individual to serve as member of the Board of Directors of the Land Bank:

John Robinson is hereby appointed for an initial term of four (4) years.

This resolution shall take effect immediately upon adoption.

BE IT RESOLVED by this 16<sup>th</sup> day of July, 2024 by

**Mayor and Council of Statesboro**

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

Mayor Jonathan McCollar

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

Leah Harden, City Clerk

**Commission of Bulloch County**

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

Chairman Roy Thompson

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

Venus Mincey-White, County Clerk

# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** Charles Penny, City Manager

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

**Date:** July 10, 2024

**RE:** July 16, 2024 City Council Agenda Items

**Policy Issue:** Consideration of a motion to approve the restatement of the Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan

**Recommendation:** Approve

**Background:** The Elected Body previously adopted the Georgia Municipal Employees Benefit System (GMEBS) Defined Benefit Retirement Plan, which is comprised of the Basic Plan Document, Adoption Agreement, and General Addendum. The Defined Benefit Retirement Plan is considered a qualified plan under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund. GMEBS has recently received a favorable determination letter from the IRS for the Defined Benefit Retirement Plan. Each employer using the GMEBS Retirement Plan is required to adopt the restated Adoption Agreement and General Addendum as part of the restatement process.

**Budget Impact:** None

**Council Members:** All

**Attachments:** Memo

- Ordinance and Adoption Agreement
- General Addendum
- Basic Defined Benefit Retirement Plan Document
- GMEBS Resolution
- Summary of Key Amendments
- IRS Opinion Letter



**RISK MANAGEMENT AND  
EMPLOYEE BENEFITS  
SERVICES**

**BOARD OF TRUSTEES**

**Chair**  
Marcia Hampton  
City Manager, Douglasville

**Vice-Chair**  
Shelly Berryhill  
Commissioner, Hawkinsville

**Secretary-Treasurer**  
Larry H. Hanson  
CEO and Executive Director

**Trustees:**

Chris Hobby  
City Manager, Bainbridge

Jason Holt  
Mayor, Fitzgerald

Meg Kelsey  
Asst. City Manager, Newnan

Jessica O'Connor  
City Manager, Griffin

W.D. Palmer, III  
Councilmember, Camilla

James F. Palmer  
Mayor, Calhoun

John Reid  
Mayor, Eatonton

Julie Smith  
Mayor, Tifton

JoAnne Taylor  
Mayor, Dahlonaga

Albert Thurman  
Mayor, Powder Springs

Rebecca L. Tydings  
City Attorney, Centerville

Clemontine Washington  
Mayor Pro Tem, Midway

Vince Williams  
Mayor, Union City

**EXECUTIVE STAFF**

Randy Logan  
Deputy Executive Director

May 8, 2024

**MEMORANDUM VIA E-MAIL**

([demetrius.bynes@statesboroga.gov](mailto:demetrius.bynes@statesboroga.gov))

**TO:** Mr. Demetrius Bynes  
Human Resources Director

**FROM:** Mr. Kevin Jeselnik  
Assistant General Counsel

**SUBJECT:** **Action Required: Georgia Municipal Employees Benefit System  
Defined Benefit Retirement Plan Restatement**

The City of Statesboro previously adopted the Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Plan"), which is comprised of the Basic Plan Document, Adoption Agreement, and General Addendum. The Plan is considered a "qualified plan" under the Internal Revenue Code, which is important to ensure the tax-exempt status of the trust fund.

To protect the Plan's tax-qualified status, GMEBS filed draft restated Plan documents, updated to include recent amendments and comply with changes in federal tax law, with the IRS on June 29, 2022. On August 31, 2023, the IRS issued a favorable opinion letter ("IRS opinion letter") for the restated Plan documents. The IRS opinion letter provides assurance to employers providing retirement benefits for their employees through the GMEBS Plan that GMEBS is maintaining a qualified pension benefit program that allows employees to accrue benefits tax-free until retirement benefits are distributed to them.

To ensure continued tax-qualified status for all GMEBS-member retirement plans, all participating employers must readopt their plans using the most recent IRS-approved document templates. To this end, we have completed the attached Adoption Agreement and General Addendum, which include the benefit and eligibility provisions that you currently have in place, for the city's approval.

If the draft documents are acceptable, please have the designated representatives sign and date where indicated (Adoption Agreement, p. 37, and General Addendum, p. 4). Next, please scan and email the documents to Gina Gresham at [rgresham@gacities.com](mailto:rgresham@gacities.com) no later than **July 8, 2024**. We will then countersign the documents and return electronic copies to you. Please note, GMEBS will not execute documents that have been edited by the city. If the documents require revisions, please let us know before adopting them.



Mr. Demetrius Bynes

May 8, 2024

Page 2

The draft documents will take effect on the date of their approval by the city. **Please note that per O.C.G.A. § 47-5-40, the Adoption Agreement has been drafted in the form of an ordinance.**

Please note the General Addendum contains certain provisions (Section 16) which do not fit squarely within the standard GMEBS General Addendum format. Thus, it will be necessary to file the city's Plan with the IRS for a separate opinion letter. Following the city's approval of the enclosed restated Plan documents, we will work with GMEBS's tax counsel to prepare the IRS filing documents for the city's signature.

We have also attached a copy of the restated Basic Plan Document and Amendment 1, which do not need to be adopted by the city. Finally, we have included a summary of key amendments to the Plan relating to the restatement.

If you have any questions about the contents of this letter or require further information, please contact Gina Gresham.

Encl.

C: Mr. Cain Smith, City Attorney, City of Statesboro (w/ encl.)  
Ms. Marinetty Bienvenu, Director, Retirement Quality Assurance (w/o encl.)  
Ms. Michelle Warner, Director, GMEBS Retirement and DC Programs (w/o encl.)  
Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)

**GEORGIA MUNICIPAL EMPLOYEES**  
**BENEFIT SYSTEM**

**DEFINED BENEFIT RETIREMENT PLAN**

**AN ORDINANCE**  
**and**  
**ADOPTION AGREEMENT**  
**for**  
**City of Statesboro**

**Form Pre-approved Plan Adoption Agreement**  
**Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List**

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## **I. AN ORDINANCE**

An Ordinance to amend and restate the Retirement Plan for the Employees of the City of Statesboro, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Statesboro, Georgia, and it is hereby ordained by the authority thereof:

**Section 1.** The Retirement Plan for the Employees of the City of Statesboro, Georgia, is hereby amended and restated as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

**Ordinance continued on page 37**

## **II. GMEBS DEFINED BENEFIT RETIREMENT PLAN** **ADOPTION AGREEMENT**

### **1. ADMINISTRATOR**

Georgia Municipal Employees Benefit System  
201 Pryor Street, SW  
Atlanta, Georgia 30303  
Telephone: 404-688-0472  
Facsimile: 404-577-6663

### **2. ADOPTING EMPLOYER**

Name: **City of Statesboro, Georgia**

### **3. GOVERNING AUTHORITY**

Name: **Mayor and Council**  
Address: **P.O. Box 348, Statesboro, GA 30459-0348**  
Phone: **(912) 764-5468**  
Facsimile: **(912) 764-8258**

### **4. PLAN REPRESENTATIVE**

**[To represent Governing Authority in all communications with GMEBS and Employees]**  
**(See Section 2.49 of Basic Plan Document)**

Name: **City Manager**  
Address: **P.O. Box 348, Statesboro, GA 30459-0348**  
Phone: **(912) 764-5468**  
Facsimile: **(912) 764-8258**

## 5. PENSION COMMITTEE

**[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of the Basic Plan Document]**

Position:

Position:

Position:

Position:

Position:

Pension Committee Secretary: **Director of Human Resources**

Address: **P.O. Box 348, Statesboro, GA 30459-0348**

Phone: **(912) 764-5468**

Facsimile: **(912) 764-8258**

## 6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- ☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
  - ☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
  - ☐ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_

## 7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan

Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is \_\_\_\_.

**(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).**

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be \_\_\_\_ **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).** This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on \_\_\_\_ **(insert original effective date of preexisting plan).**

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **the date of its approval by the Governing Authority** **(insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).**

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **January 1, 2020** **(insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).**

The Employer's first Adoption Agreement became effective **January 1, 2003** **(insert effective date of Employer's first GMEBS Adoption Agreement).** The Employer's GMEBS Plan was originally effective **August 1, 1969** **(insert effective date of Employer's original GMEBS Plan).** (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective \_\_\_\_ **(if applicable, insert effective date of Employer's original non-GMEBS Plan).**)

## 8. PLAN YEAR

Plan Year means (**check one**):

- ☐ Calendar Year
- ☐ Employer Fiscal Year commencing \_\_\_\_\_.
- ☒ Other (**must specify month and day commencing**): August 1.

## 9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

### A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (**check one**):

- ☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☒ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**): Employees who are classified by the City as part-time firefighters and who are initially employed or reemployed on or after June 20, 2012, will be ineligible to participate in this Plan on or after the date they are initially employed or reemployed as a part-time firefighter, regardless of whether they satisfy the eligibility conditions specified in Section 10 below or the definition of "Firefighter" in the Basic Plan Document.

### B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

#### (1) Elected or Appointed Members of the Governing Authority (check one):

- ☐ **ARE NOT** eligible to participate in the Plan.



- ☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): Each elected or appointed member of the Governing Authority who holds an office on October 1, 1978, shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after October 1, 1978, that such member occupies any elective office of the Governing Authority. (Participation became mandatory effective January 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan.) In accordance with Section 4.03(b) of the Basic Plan Document, an elected or appointed member of the Governing Authority who initially takes office or returns to office on or after January 1, 2015, shall be qualified to participate in the Plan on the date such member initially takes such office or returns to office.

(2) **Municipal Legal Officers (check one):**

- ☐ **ARE NOT** eligible to participate in the Plan.
- ☒ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (must specify - specific positions are permissible; specific individuals may not be named): The City Attorney of the City of Statesboro employed on December 13, 2011, provided such City Attorney is a common law employee of the City and meets the eligibility requirements of the Plan that are applicable to Eligible Regular Employees.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): Notwithstanding any other provision contained herein to the contrary, the above mentioned Municipal Legal Officer shall be treated in the same manner as an Eligible Regular Employee (and not as an elected or appointed member of the Governing Authority) for all purposes under the Plan.

## 10. ELIGIBILITY CONDITIONS

A. **Hours Per Week (Regular Employees)**

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☒ 30 hours/week (regularly scheduled)
- ☐ Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

**Exceptions:** If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): **Eligible Regular Employees employed on October 1, 2005, provided they are not Terminated and reemployed after such date.**

Minimum hour requirement applicable to excepted Regular Employees:

- ☐ No minimum
- ☒ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☐ Other: \_\_\_\_\_ (must not exceed 40 hours/week regularly scheduled)

**B. Months Per Year (Regular Employees)**

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- ☐ No minimum
- ☒ At least **5** months per year (regularly scheduled)

**Exceptions:** If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

The months to year requirement for excepted class(es) are:

- ☐ No minimum
- ☐ At least \_\_\_\_\_ months per year (regularly scheduled)

## **11. WAITING PERIOD**

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

## 12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional (**check one**):

- ☒ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
- ☐ Participation is optional for the following Eligible Employees (**must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees**): \_\_\_\_\_.

## 13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

### A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

**(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.**  
With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows (**check one**):

- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to \_\_\_\_\_ (**insert date**).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows (**must specify other limitation in a manner that satisfies the definite written program**): \_\_\_\_\_

**requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): \_\_\_\_\_.**

- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

**(2) Previously Employed, Returning to Service after Original Effective Date.** If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority unless the Participant was serving as an elected or appointed member of the Governing Authority or Eligible Regular Employee on October 1, 1978. Notwithstanding any other provision in the Adoption Agreement, General Addendum or Basic Plan Document to the contrary, with respect to the City Attorney who was employed with the City on December 13, 2011, such City Attorney's prior service with the City shall be counted as Credited Service under the Plan for all purposes (i.e., meeting the minimum Service requirement for Vesting and benefit eligibility, and computing the amount of benefits payable under the Plan).**

**(3) Eligible Employees Initially Employed After Effective Date.** If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

**(4) Newly Eligible Classes of Employees.** If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

**B. Prior Military Service**

**Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.**

**(1) Credit for Prior Military Service.**

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

- ☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.
- ☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
  - ☐ Computing amount of benefits payable.
  - ☐ Meeting minimum service requirements for vesting.
  - ☐ Meeting minimum service requirements for benefit eligibility.

**(2) Maximum Credit for Prior Military Service.**

Credit for Prior Military Service shall be limited to a maximum of \_\_\_\_\_ years **(insert number)**.

**(3) Rate of Accrual for Prior Military Service.**

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- ☐ One month of military service credit for every \_\_\_\_\_ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of military service credit for every \_\_\_\_\_ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years **(insert number)** of Credited Service with the Employer.
- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.



**(4) Payment for Prior Military Service Credit (check one):**

- ☐ Participants shall **not** be required to pay for military service credit.
- ☐ Participants shall be required to pay for military service credit as follows:
  - ☐ The Participant must pay \_\_\_\_% of the actuarial cost of the service credit (as defined below).
  - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(5) Limitations on Service Credit Purchases.** Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

**C. Prior Governmental Service**

**Note:** A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

**(1) Credit for Prior Governmental Service.**

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- ☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.
- ☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
  - ☐ Computing amount of benefits payable.
  - ☐ Meeting minimum service requirements for vesting.

- ☐ Meeting minimum service requirements for benefit eligibility.

**(2) Definition of Prior Governmental Service.**

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

**(3) Maximum Credit for Prior Governmental Service.**

Credit for prior governmental service shall be limited to a maximum of \_\_\_\_\_ years **(insert number)**.

**(4) Rate of Accrual for Prior Governmental Service Credit.**

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- ☐ One month of prior governmental service credit for every \_\_\_\_\_ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of prior governmental service credit for every \_\_\_\_\_ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed \_\_\_\_\_ years **(insert number)** of Credited Service with the Adopting Employer.
- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

**(5) Payment for Prior Governmental Service Credit.**

- ☐ Participants shall **not** be required to pay for governmental service credit.
- ☐ Participants shall be required to pay for governmental service credit as follows:
- ☐ The Participant must pay \_\_\_\_\_% of the actuarial cost of the service credit.
  - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** \_\_\_\_\_.

**D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)**

**(1) Credit for Unused Paid Time Off.**

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

**Important Note:** Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- ☐ Unused paid time off shall **not** be treated as Credited Service (**if checked, skip to Section 14 – Retirement Eligibility**).
- ☒ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan (**check one or more as applicable**):
  - ☒ Unused sick leave
  - ☐ Unused vacation leave
  - ☐ Unused personal leave
  - ☐ Other paid time off (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**(2) Minimum Service Requirement.**

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination (**check one**):

- ☒ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least \_\_\_\_\_ years (**insert number**) of Total Credited Service (not including leave otherwise creditable under this Section).

- ☐ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

**(3) Use of Unused Paid Time Off Credit.** Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan (check one or more as applicable):

- ☒ Computing amount of benefits payable.  
☐ Meeting minimum service requirements for vesting.  
☐ Meeting minimum service requirements for benefit eligibility.

**(4) Maximum Credit for Unused Paid Time Off.**

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of \_\_\_\_ months (insert number).

**(5) Computation of Unused Paid Time Off.**

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

**(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** \_\_\_\_\_.

## **14. RETIREMENT ELIGIBILITY**

### **A. Early Retirement Qualifications**

Early retirement qualifications are (check one or more as applicable):

- ☒ Attainment of age 55 (insert number)  
☒ Completion of 10 years (insert number) of Total Credited Service

**Exceptions:** If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

Early retirement qualifications for excepted class(es) are (check one or more as applicable):

- ☐ Attainment of age \_\_\_\_\_ (insert number)  
☐ Completion of \_\_\_\_\_ years (insert number) of Total Credited Service

**B. Normal Retirement Qualifications**

**Note:** Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

**(1) Regular Employees**

Normal retirement qualifications for Regular Employees are **(check one or more as applicable):**

- ☒ Attainment of age **65** (insert number)
- ☒ Completion of **5** years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**Exceptions:** If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable):**

- ☐ Attainment of age \_\_\_\_\_ (insert number)
- ☐ Completion of \_\_\_\_\_ years (insert number) of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.



(2) **Elected or Appointed Members of Governing Authority**

**Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are (check one or more as applicable):**

- ☒ Attainment of age **65 (insert number)**
- ☐ Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.

**Exceptions:** If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable):**

- ☐ Attainment of age \_\_\_\_\_ **(insert number)**
- ☐ Completion of \_\_\_\_\_ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.

**C. Alternative Normal Retirement Qualifications**

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

**Alternative Normal Retirement Qualifications (check one or more, as applicable):**

(1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) ☐ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

☐ Attainment of age \_\_\_\_\_ (insert number)

☐ Completion of \_\_\_\_\_ years (insert number) of Total Credited Service

☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): ☐ all Participants ☐ only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_.

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

☐ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

A Participant (check one): ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

(3) ☐ **Rule of \_\_\_\_\_ (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

- ☐ Must have attained at least age \_\_\_\_\_ **(insert number)**
- ☐ Must not satisfy any minimum age requirement
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

- (4) ☒ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if the Participant has at least **30** years **(insert number)** of Total Credited Service, regardless of the Participant's age.

- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐

only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_.

This alternative normal retirement benefit is available to:

- ☒ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

A Participant **(check one)**: ☐ is required ☒ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**(5) ☐ Other Alternative Normal Retirement Benefit.**

**Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

(6) ☒ **Other Alternative Normal Retirement Benefit for Public Safety Employees Only.**

**Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): Attainment of age 55 and completion of 25 years of Total Credited Service.**

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to (check one): ☐ all Participants ☐ only the following class(es) of Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.

This alternative normal retirement benefit is available to:

- ☐ All public safety employee Participants who qualify.
- ☒ Only the following public safety employee Participants (must specify - specific positions are permissible; specific individuals may not be named): **Firefighters and Police Officers, as defined in the Basic Plan Document Sections 2.34 and 2.51, respectively.**

A public safety employee Participant (check one): ☐ is required ☒ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): \_\_\_\_\_.

**Note:** "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.



**D. Disability Benefit Qualifications**

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

- ☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☒ No minimum.
- ☐ \_\_\_\_\_ years **(insert number)** of Total Credited Service.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**15. RETIREMENT BENEFIT COMPUTATION**

**A. Maximum Total Credited Service**

The number of years of Total Credited Service which may be used to calculate a benefit is **(check one or all that apply)**:

- ☒ not limited.
- ☐ limited to \_\_\_\_\_ years for all Participants.
- ☐ limited to \_\_\_\_\_ years for the following classes of Eligible Regular Employees:
  - ☐ All Eligible Regular Employees.
  - ☐ Only the following Eligible Regular Employees: \_\_\_\_\_.
- ☐ limited to \_\_\_\_\_ years as an elected or appointed member of the Governing Authority.
- ☐ limited to \_\_\_\_\_ years as a Municipal Legal Officer.
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: \_\_\_\_\_.

**B. Monthly Normal Retirement Benefit Amount**

**(1) Regular Employee Formula**

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of **(check and complete one or more as applicable)**:

- ☒ (a) **Flat Percentage Formula. 2.0% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- ☒ All Participants who are Regular Employees.  
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

- ☐ (b) **Alternative Flat Percentage Formula. \_\_\_\_\_% (insert percentage) of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.**

- ☐ (c) **Split Final Average Earnings Formula. \_\_\_\_\_ % (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus \_\_\_\_\_% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- ☐ All Participants who are Regular Employees.  
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

- ☐ (d) **Alternative Split Final Average Earnings Formula. \_\_\_\_\_ % (insert percentage) of Final Average Earnings up to the amount of Covered Compensation (see subsection (2) below for definition of Covered Compensation), plus \_\_\_\_\_% (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.**

This formula applies to:

- ☐ All Participants.  
☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

**[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]**

**(2) Covered Compensation (complete only if Split Formula(s) is checked above):**

Covered Compensation is defined as (check one or more as applicable):

- ☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.
- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.
- ☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ \_\_\_\_\_ **(specify amount)**. This definition shall apply to **(check one)**:
  - ☐ All Participants who are Regular Employees.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: \_\_\_\_\_.

**(3) Final Average Earnings**

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- ☒ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]**

**(4) Formula for Elected or Appointed Members of the Governing Authority**

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

- ☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- ☒ **\$35.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

- ☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- ☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate **(must specify - specific positions are permissible; specific individuals may not be named):** \_\_\_\_\_.

**[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]**

**C. Monthly Early Retirement Benefit Amount**

**Check and complete one or more as applicable:**

- ☒ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:
  - ☒ All Participants.
  - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.
- ☐ (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly

Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

- ☐ All Participants.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named):**\_\_\_\_\_.

**Alternative Early Retirement Reduction Table**

<b><u>Number of Years Before [Age (Insert Normal Retirement Age)] (check as applicable)</u></b>	<b><u>Percentage of Normal Retirement Benefit* (complete as applicable)</u></b>
<input type="checkbox"/> 0	1.000
<input type="checkbox"/> 1	0.____
<input type="checkbox"/> 2	0.____
<input type="checkbox"/> 3	0.____
<input type="checkbox"/> 4	0.____
<input type="checkbox"/> 5	0.____
<input type="checkbox"/> 6	0.____
<input type="checkbox"/> 7	0.____
<input type="checkbox"/> 8	0.____
<input type="checkbox"/> 9	0.____
<input type="checkbox"/> 10	0.____
<input type="checkbox"/> 11	0.____
<input type="checkbox"/> 12	0.____
<input type="checkbox"/> 13	0.____
<input type="checkbox"/> 14	0.____
<input type="checkbox"/> 15	0.____

\*Interpolate for whole months

**D. Monthly Late Retirement Benefit Amount (check one):**

- ☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.
- ☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.



**E. Monthly Disability Benefit Amount**

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

**Minimum Disability Benefit.** The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit (**check one**):

- ☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☐ No minimum is established.
- ☒ No less than (**check one**): ☒ 20% ☐ 10% ☐ \_\_\_\_% (**if other than 20% or 10% insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)
- ☐ No less than (**check one**): ☐ 66 2/3 % ☐ \_\_\_\_% (**if other than 66 2/3%, insert percentage amount**) of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

**F. Minimum/Maximum Benefit For Elected Officials**

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects (**check one**):

- ☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- ☒ No minimum or maximum applies.
- ☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- ☐ Other minimum or maximum (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**G. Multiple Plans**

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

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**16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA**

**A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)**

**(1) Reemployment After Normal or Alternative Normal Retirement.** In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply **(check one)**:

- ☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.
- ☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to **(check one)**: ☐ all Retired Participants ☐ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer):** \_\_\_\_\_.

**(2) Reemployment After Early Retirement.** In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

- (a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☒ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:  
\_\_\_\_\_.

- (b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:  
\_\_\_\_\_.

- (c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:  
\_\_\_\_\_.

## **B. Cost Of Living Adjustment**

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

- ☐ (1) No cost-of-living adjustment.
- ☒ (2) Variable Annual cost-of-living adjustment not to exceed **5.0%** **(insert percentage)**.
- ☐ (3) Fixed annual cost-of-living adjustment equal to \_\_\_\_\_% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- ☐ All Participants (and their Beneficiaries).
- ☒ Participants (and their Beneficiaries) who terminate employment on or after **October 1, 1978** **(insert date)**.
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-**

**1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named): \_\_\_\_\_.**

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): \_\_\_\_\_.

## **17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING**

### **A. Eligible Regular Employees**

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule (**check one**):

- ☐ **No vesting schedule (immediate vesting).**
- ☒ **Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- ☐ **Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

<b><u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u></b>	<b><u>VESTED PERCENTAGE</u></b>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

**Exceptions:** If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Vesting Schedule for excepted class (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as**

favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): \_\_\_\_\_.

**B. Elected or Appointed Members of the Governing Authority**

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

- ☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☒ No vesting schedule (immediate vesting).
- ☐ Other vesting schedule **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.): \_\_\_\_\_.**

**18. PRE-RETIREMENT DEATH BENEFITS**

**A. In-Service Death Benefit**

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement **(check and complete one)**:

- (1)** ☐ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:
- ☐ The Participant must be vested in a normal retirement benefit.
  - ☐ The Participant must have \_\_\_\_\_ years **(insert number)** of Total Credited Service.
  - ☐ The Participant must be eligible for Early or Normal Retirement.
  - ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i): \_\_\_\_\_.**



(2) ☒ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions (**check one**):

- ☒ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.
- ☐ The Participant must have \_\_\_\_\_ years (**insert number**) of Total Credited Service.
- ☐ Other eligibility requirement (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): \_\_\_\_\_.

**Imputed Service.** For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include (**check one**):

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☒ Total Credited Service accrued prior to the date of the Participant's death, plus (**check one**): ☒ one-half ( $\frac{1}{2}$ ) ☐ \_\_\_\_\_ (**insert other fraction**) of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. (**See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.**)

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) **Exceptions:** If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (**must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415**): \_\_\_\_\_.

Participants to whom alternative death benefit applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Eligibility conditions for alternative death benefit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** \_\_\_\_\_).

**B. Terminated Vested Death Benefit**

**(1) Complete this Section only if the Employer offers a terminated vested death benefit.** The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit (**check one**):

- ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.
- ☐ **Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

**(2) Exceptions:** If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (**must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):** \_\_\_\_\_.

Participants to whom alternative death benefit applies (**must specify - specific positions are permissible; specific individuals may not be named**): \_\_\_\_\_.

Eligibility conditions for alternative death benefit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i):** \_\_\_\_\_).

## **19. EMPLOYEE CONTRIBUTIONS**

**(1) Employee contributions (check one):**

- ☐ Are not required.
- ☐ Are required in the amount of \_\_\_\_\_ % (**insert percentage**) of Earnings for all Participants.

- ☒ Are required in the amount of **3.0% (insert percentage)** of Earnings for Participants in the following classes **(must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees initially employed or reemployed on or after January 1, 2020.**

**[Repeat above subsection as necessary if more than one contribution rate applies.]**

**(2) Pre-Tax Treatment of Employee Contributions.** If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

- ☒ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.
- ☐ Not to pick up Employee Contributions.

**(3) Interest on Employee Contributions.** The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- ☐ Interest shall not be paid.
- ☒ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
- ☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**
-

## **20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT**

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

## **21. TERMINATION OF THE ADOPTION AGREEMENT**

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

## **22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS**

**Adoption.** The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Basic Defined Benefit Plan Document and Trust Agreement;

- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

**Authorization for Amendments.** Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.



Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or
- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

**Reliance on Opinion Letter.** As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

**AN ORDINANCE (continued from page 1)**

**Section 2.** Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

**Section 3.** The effective date of this Ordinance shall be the date of its approval by the Governing Authority **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

**Section 4.** All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Statesboro, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF STATESBORO, GEORGIA

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

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary

**GENERAL ADDENDUM TO THE  
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM  
DEFINED BENEFIT RETIREMENT PLAN  
ADOPTION AGREEMENT**

This is an Addendum to the Adoption Agreement completed by the City of Statesboro, Georgia, as follows (complete one or more sections, as applicable):

\*\*\*Items (1) through (3) of Pre-approved Addendum – Not Applicable\*\*\*

- (4) Credited Past Service under the Plan for Specified Classes of Employees (see Section 13 of Adoption Agreement regarding Credited Past Service): Service performed as a Full-Time Employee prior to February 1, 1973, shall be credited in accordance with the terms of Article III, Section 6 of the pre-existing GMEBS retirement plan document for the City of Statesboro, the terms of which are incorporated herein by reference (See February 1, 1990 Pre-Adoption Agreement Restatement, pp. 22 – 24).

\*\*\* Items (5) through (15) of Pre-approved Addendum – Not Applicable \*\*\*

- (16) Other (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):
- (a) Prior Service Credit for City Manager Employed as of November 6, 2013 – This subsection applies to the City Manager who was employed in such position as of November 6, 2013 (i.e., Frank Parker). Notwithstanding any other provision of the Basic Plan Document or Adoption Agreement to the contrary, said City Manager's period of employment with the City as a contract employee from October 6, 2010, through June 5, 2011 (i.e., his employment as City Manager prior to his employment as a common law employee and prior to his becoming an Eligible Regular Employee under this Plan) shall be counted as Credited Service under this Plan for all purposes (i.e., meeting the minimum Service requirements for Vesting, meeting the minimum Service requirements for benefit eligibility, and computing any Retirement, Disability and/or death benefits under the Plan).

**(b) Employee Contributions Required for Eligible Regular Employees Initially Employed or Reemployed on or after January 1, 2020 –**

**(i) Employee Contribution Start Date – Eligible Regular Employees who are initially employed or reemployed on or after January 1, 2020, shall be required to begin making Employee Contributions to the Plan via payroll deduction at the rate provided in Section 19 of the Adoption Agreement immediately upon their date of initial employment or reemployment with the City, as applicable.**

**(ii) Employee Contributions; Withdrawal and Repayment – Notwithstanding any provision of Section 13.03 of the Basic Plan Document or any provision in the Adoption Agreement to the contrary, the following provisions shall apply with respect to the withdrawal of Employee Contributions:**

**(A) Non-Vested Participants Required to Withdraw Contributions Made on or after January 1, 2020, Upon Termination.** If a non-vested Participant's employment is Terminated for any reason other than death after January 1, 2020, said Participant shall request that the Participant's Employee Contributions, if any, made on or after January 1, 2020, be withdrawn.

**(B) Vested Participants May Withdraw Contributions Made on or after January 1, 2020, Upon Termination.** If a Vested Participant's employment is Terminated after January 1, 2020, for any reason other than death or Retirement, such Participant may request that the Participant's Employee Contributions made on or after January 1, 2020, be withdrawn, unless the Participant chooses to claim the Participant's Vested benefit, in which case such Employee Contributions shall not be withdrawn pursuant to this subsection.

**(C) Procedure for Withdrawal; Regular Employees Initially Employed or Reemployed on or after January 1, 2020 –** Upon such a Participant's Termination, the Pension Committee shall provide notice to the Participant of the opportunity to withdraw the Participant's Employee Contributions, and the Participant shall have 60 days after receipt of such notice to submit a request for withdrawal on a form provided for that purpose. Failure to make such a request within this 60-day period shall result in forfeiture of a Vested Participant's right to request withdrawal upon Termination and shall result in forfeiture of a non-Vested Participant's right to the accrual of further interest. If the Participant withdraws the Participant's Employee Contributions pursuant to this subsection, the Participant shall forfeit for the Participant, the Participant's heirs and assigns all rights, title, and interest in the Plan with respect to Service on or after the date of such Participant's initial employment or reemployment, as applicable, occurring on or after January 1, 2020, and such Service will not be taken into account for purposes of computing the amount of any benefit

payable or for purposes of meeting the minimum Service requirements for participation, Vesting, or benefit eligibility under the Plan, except as otherwise provided in subsection 16(b)(ii)(E) below. In addition, with respect to Participants who were initially employed prior to January 1, 2020, and who become reemployed on or after January 1, 2020, the amount of any benefit payable for Credited Service prior to the Participant's initial reemployment date occurring on or after January 1, 2020, shall be determined in accordance with the terms of the Plan in effect as of the Participant's most recent Termination occurring prior to the Participant's reemployment on or after January 1, 2020, except as otherwise provided in subsection 16(b)(ii)(E) below. Employee Contributions shall be returned to the Participant within 90 days of receipt of the Participant's request. A partial withdrawal of Employee Contributions under this subsection is not permitted.

- (D) Interest on Contributions. A Participant who timely requests withdrawal of the Participant's Contributions shall be entitled to receive all Employee Contributions credited to the Participant's individual account from the date on which the Participant commenced making Employee Contributions through the date of such Participant's Termination, which shall include Interest as set forth in Section 19(3) of the Adoption Agreement.
- (E) Repayment of Contributions. If a Participant withdraws the Participant's Employee Contributions upon Termination, and if such Participant later resumes employment with the Employer in an Eligible Employee class, then any service credit forfeited by virtue of the Participant's withdrawal may be reinstated upon the Participant's reemployment, provided that the Participant repays withdrawn Employee Contributions, plus interest, in accordance with Section 13.03(d) of the Basic Plan Document
- (F) No Withdrawal While Employed. A Participant may not withdraw Employee Contributions from the Plan as long as the Participant remains in the employment of the City and the Participant may not borrow against Employee Contributions at any time.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Statesboro, Georgia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest:

CITY OF STATESBORO, GEORGIA

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

\_\_\_\_\_  
Mayor

(SEAL)

Approved:

\_\_\_\_\_  
City Attorney

The terms of the foregoing Addendum are approved by the Board of Trustees of the Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of the Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Board of Trustees  
Georgia Municipal Employees  
Benefit System

(SEAL)

\_\_\_\_\_  
Secretary



**RESOLUTION OF THE  
BOARD OF TRUSTEES OF THE  
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM**

**APPROVAL OF AMENDMENT 1 TO THE THIRD CYCLE  
RESTATED GMEBS DEFINED BENEFIT RETIREMENT PLAN  
(APPROVED BY THE IRS AUGUST 31, 2023)**

**WHEREAS**, the Board of Trustees (“Board”) of the Georgia Municipal Employees Benefit System (“GMEBS”) previously adopted the GMEBS Defined Benefit Retirement Plan (“Plan”), which received a favorable advisory letter from the Internal Revenue Service (“IRS”) on March 30, 2018, and was most recently amended by the Board on December 2, 2022, through the Board’s approval of Amendment 4 to the Restated GMEBS Defined Benefit Retirement Plan;

**WHEREAS**, the Board periodically updates and restates the Plan with the IRS to ensure the qualified status of the Plan under Section 401(a) of the Internal Revenue Code;

**WHEREAS**, GMEBS most recently submitted the Plan to the IRS for restatement purposes on June 29, 2022;

**WHEREAS**, on August 31, 2023, the IRS issued a favorable opinion letter for the Plan;

**WHEREAS**, under the IRS’s practices and procedures relating to plan restatements, certain amendments the Board had previously made to the Plan to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions, were not included in the Plan documents submitted to the IRS for restatement purposes;

**WHEREAS**, the Board has reserved the right to amend the Plan on behalf of Adopting Employers to retain the qualified status of the Plan in Section 18.02 of the Basic Plan Document;  
and

**WHEREAS**, the Trustees now wish to amend the newly restated Plan (“Third Cycle Restated GMEBS Defined Benefit Retirement Plan”) to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions.

**NOW, THEREFORE BE IT RESOLVED**, this Amendment 1 is hereby adopted to amend the Basic Plan Document effective as set forth herein:

1. Section 10.01(b), concerning distribution rules imposed by federal law, are amended to update the age for a Participant’s required beginning date, as follows:

(a) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches the applicable age or (ii) the calendar year in which the Participant Retires. For purposes of this Section, “applicable age” (as defined under Code Section 401(a)(9)(C)(v)) means:

- (1) Age seventy and one-half (70 ½) (for a Participant who was born on or before June 30, 1949);
- (2) Age seventy-two (72) (for a Participant who was born on or after July 1, 1949, but before 1951); or
- (3) Age seventy-three (73) or the otherwise applicable age under Section 401(a)(9)(C)(v) of the Internal Revenue Code (for a Participant who was born in 1951 or later).

2. Section 10.01(c)(1), concerning distribution rules imposed by federal law, are amended to update the Participant’s age for the purpose of distributions to his or her surviving spouse when said surviving spouse is the sole Designated Beneficiary, as follows:

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the applicable age, if later.

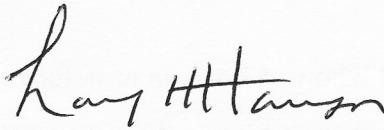
**RESOLVED FURTHER** by the Board that the appropriate officers and employees of GMA or the Administrator are authorized to take any and all actions that they deem appropriate or necessary to effectuate the foregoing resolutions on behalf of the Board, including but not limited to making non-substantive modifications to Plan documents as necessary, and that all prior actions taken in effectuating the Restated Plan documents and cooperation with IRS requests and directives are hereby ratified and confirmed in all respects.

**RESOLVED FURTHER** that the amendments herein shall take effect October 1, 2023.

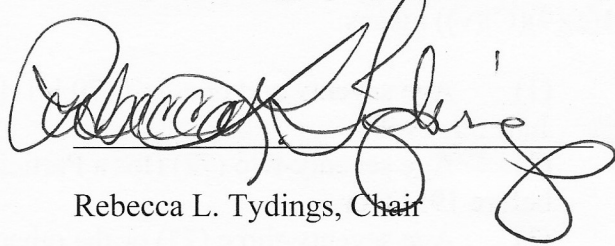
The terms of this Resolution are approved and agreed to by the Board of Trustees of the Georgia Municipal Employees Benefit System this 22 day of September, 2023.

Attest:

Georgia Municipal Employees Benefit System



Larry Hanson, Secretary-Treasurer



Rebecca L. Tydings, Chair

*Adopted by the Board of Trustees at the meeting held on September 22, 2023.*

**SUMMARY OF KEY AMENDMENTS  
TO THE RESTATED  
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM  
DEFINED BENEFIT RETIREMENT PLAN**

**I. GENERAL OVERVIEW**

On August 31, 2023, the IRS issued a favorable opinion letter for the Amended and Restated Third Six-Year Cycle Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

**II. SUMMARY OF KEY CHANGES TO THE BASIC PLAN DOCUMENT**

Participating employers have already been apprised of the content of all amendments adopted by the Board before August 31, 2023. However, during its review, the IRS required GMEBS to include additional amendments in the restated Plan documents. The following information summarizes those amendments, as well as Amendment 1 to the Basic Plan Document, which was approved by the Board of Trustees on September 22, 2023.

- ❖ **Change from “Master Plan Document” to “Basic Plan Document”** – The IRS changed its terminology for pre-approved plan documents from “Master Plan document” to Basic Plan Document.”
- ❖ **Removal of Outdated Language** – GMEBS amended the Plan for administrative purposes to move provisions that were no longer in effect or no longer applicable.
- ❖ **Minimum Age Limits for In-Service Distribution** – As a general rule, employees or elected officials may not draw retirement benefits while employed. The Basic Plan document states that if a plan allows in-service distribution, a participant must be at least age 62, or satisfy certain “safe harbor” age and service combinations established in IRS regulations, to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees (or that satisfies certain IRS “safe harbor” age and service qualifications that apply to public safety employees), public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. Though Congress amended federal law in 2019 to allow plans to set normal retirement ages at a minimum age of 59 ½, the IRS’s opinion letter for the DB Plan specified it would not apply to plans that allowed in-service distribution at ages younger than 62 (or 50 for public safety employees) or that did not satisfy one of the IRS’s safe harbors for in-service distribution. **As in prior restatements, GMEBS plans that currently have in-service distribution provisions that don’t meet these requirements will have the opportunity to file for separate IRS approval of these provisions.** “In-service distribution” means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A “bona fide

## SUMMARY OF KEY AMENDMENTS

separation from service” is a separation from service of at least six months with no expectation of returning to service.

- ❖ **Removal of Public Employment Related Crime Provisions** – At the request of the IRS, GMEBS removed language concerning the reduction or forfeiture of a participant’s benefits following a final conviction of a public employment related crime from the Basic Plan Document. State laws requiring a reduction in or forfeiture of retirement benefits if a participant is convicted of a public employment related crime still apply but are no longer mentioned in the Plan documents.
- ❖ **Clarification of Process for Locating an Individual Owed Benefits** – As required by the IRS, the restated Basic Plan Document details the steps an employer offering benefits under the DB Plan must take to locate an individual to whom benefits are owed under the Plan. These steps include searching Plan-related and publicly available records or directories for alternative contact information; sending certified mail to the individual’s last known mailing address and reaching out through appropriate means for address or contact information (such as email addresses and phone numbers) available to the employer; and using either a commercial locator service, a credit reporting agency or internet search tools to find the individual.
- ❖ **Federal Tax Law Updates** – The Basic Plan Document contains several federal tax law updates, including allowing rollovers to SIMPLE IRAs in certain situations, updating mortality table language relating to annual benefit limits, and allowing employers to amend the plan as necessary to satisfy Section 415 of the Internal Revenue Code, even if doing so impacts benefits.
- ❖ **Voting Representative; Trustees** – GMEBS updated language in the Basic Plan Document designating employers’ voting representative for GMEBS purposes to be consistent with the GMEBS Bylaws. The language provides that, unless otherwise directed by an employer’s chief executive, a GMEBS trustee will be considered his or her employer’s designated voting representative. For all other employers, the chief executive or administrative officer will be the employer’s voting representative.
- ❖ **Use of Trust Fund Assets** – The Basic Plan Document stipulates that trust fund assets can be used to pay reasonable fees, taxes and expenses of the Plan and Trust.
- ❖ **Reversion of Assets in Event of Plan Termination** – Per the request of the IRS, GMEBS amended the Basic Plan Document to state that, in the event an employer’s plan is terminated, excess trust fund assets remaining after paying all vested accrued benefits to all participants can only revert to the employer if the excess was due to an actuarial error.
- ❖ **Added Language to Adoption Agreement Regarding Compliance with Federal Law when an Employer Has More than One Defined Benefit Retirement Plan** – Per the request of the IRS, the Adoption Agreement contains a new Section 15(G) concerning Section 415(b) of the Internal Revenue Code, when an employer has more than one defined benefit retirement plan. This provision will be blank in most GMEBS employers’ Adoption Agreements.

## SUMMARY OF KEY AMENDMENTS

- ❖ **Adjusted Minimum Ages for Commencement of Required Minimum Contributions** – The SECURE Act of 2019 and 2022’s SECURE 2.0 raised the age at which participants have to start drawing retirement benefits. These changes were not included in the restated Basic Plan Document reviewed by the IRS. However, on September 23, 2023, the Board of Trustees of GMEBS adopted Amendment 1 to the Restated Plan to implement these updates. Currently, a terminated vested participant must retire no later than the April 1 following the date the participant turns 73. Starting in 2033, a terminated vested participant must retire no later than the April 1 following the date the participant turns 75.





Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
Employee Plans

August 31, 2023

Ice Miller

Attn: Lisa Erb Harrison

One American Square, Suite 2900

Indianapolis, In. 46282-0200

Re: Application for opinion letter

Dear Ms. Harrison:

The enclosed letter is being sent to you under the provisions of a power of attorney currently on file with the Internal Revenue Service.

If you have any questions, please contact Janell Hayes, badge number 1000203103, by phone at (513) 975-6319.

Sincerely,

*Aimee Beimesche*

Aimee Beimesche

Manager Pre-approved Plans Program

Enclosure:  
Letter to taxpayer



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
1111 Constitution Ave., NW  
Washington, DC 20224

GEORGIA MUNICIPAL ASSOCIATION INC  
201 PRYOR STREET SW  
ATLANTA, GA 30303

**Date:**  
08/31/2023  
**Employer ID number:**  
58-0907810  
**Case number:**  
202200321  
**File folder number:**  
FFN: 317E0630001-001  
**Letter Serial number:**  
Q705465a  
**Plan number:**  
01-001  
**Plan description:**  
Non-Standardized Pre-Approved Defined  
Benefit Plan  
**Date of submission:**  
06/30/2022  
**Person to contact:**  
Name: Janell Hayes  
ID number: 1000203103  
Telephone: 513-975-6319  
Hours: 10:00 a.m. to 5:00 p.m.  
EST. Mon-Fri

Dear Applicant:

In our opinion, the form of the plan shown above is acceptable for employers to use for their employees' benefit under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2020 Cumulative List of Notice 2020-14, 2020-13 Internal Revenue Bulletin (I.R.B.) 555. Our opinion relates only to the acceptability of the form of the plan under the IRC. We didn't consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:

- . A copy of this letter
- . A copy of the approved plan
- . Copies of any subsequent amendments including their dates of adoption
- . Direct contact information including address and telephone number of the plan provider

Our opinion of the plan's form acceptability is a determination of the plan's qualification as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2023-4, 2023-01 I.R.B. 162 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2023-4 to determine if an adopting employer is eligible to submit a determination letter application and, if so, how. The employer must also follow the terms of the plan in operation.

Except as provided below, our opinion doesn't apply to the requirements of IRC Sections 401(a)(4), 401(a)(26), 401(l), 410(b), and 414(s). Our opinion doesn't apply to IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan.

Our opinion doesn't apply to:

- . Treasury Regulations (Treas. Reg.) Section 1.401(a)-1(b)(2) requirements where the normal retirement age under the employer's plan is below 62.
- . Proposed Treas. Reg. 1.401(a)-1(b)(2) requirements where the employer's plan is a governmental plan and its normal retirement age doesn't satisfy one of the safe harbors under the proposed regulations.

Our opinion doesn't constitute a determination:

- . That the plan is an IRC Section 414(d) governmental plan. Nor is this a ruling as to the tax treatment of contributions that are picked up by the governmental employing unit per IRC Section 414(h)(2).
- . That the plan is an IRC Section 414(e) church plan.

A non-electing church plan may not rely on our opinion for rules governing pre-Employee Retirement Income Security Act (ERISA) participation and coverage.

Our opinion applies to the requirements of IRC Sections 410(b) and 401(a)(26) (other than the 401(a)(26) requirements that apply to a prior benefit structure) if 100% of all non-excludable employees benefit under the plan.

Employers who choose a safe harbor benefit formula and a safe harbor compensation definition may also rely on this opinion letter for the non-discriminatory amounts requirement under IRC Section 401(a)(4).

If this plan provides for voluntary employee contributions subject to IRC Section 401(m), the employer may rely on the opinion letter for the form of the nondiscrimination test of IRC Section 401(m)(2) if the employer uses a safe harbor compensation definition.

Except as provided in Section 5.18(2) of Rev. Proc. 2017-41, an employer who adopts a cash balance plan cannot rely on an opinion letter for the requirements of IRC Section 411(b)(1) where the cash balance formula uses a structure of principal credits that increase with age, service, or other measure during a participant's employment.

This opinion letter doesn't cover any provisions in trust or custodial account documents:

- . Trusts or custodial account documents can't contain a provision that the provisions of the trust override the provisions of the plan.
- . This plan's provisions override any conflicting provision in the trust or custodial account documents used with the plan.
- . An adopting employer may not rely on this letter to the extent a trust or custodial account's provisions in a separate part of the plan override or conflict with the plan document provisions.
- . This letter does not constitute a ruling or determination as to the exempt status of related trusts or custodial accounts under IRC Section 501(a).

An employer who adopts this plan may not rely on this letter when the employer:

- . Uses the plan to amend or restate a plan which wasn't previously qualified.
- . Adopts it before the opinion letter is issued.
- . Doesn't correctly complete the adoption agreement or other elective provisions in the plan.
- . Made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41.

Our opinion doesn't:

- . Apply to what is contained in any applicable documents referenced outside the plan or adoption agreement, such as a collective bargaining agreement.
- . Consider issues under ERISA Title I, which are administered by the Department of Labor.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you, the pre-approved plan provider, have questions about your case, you can:

- . Call the telephone number at the top of the first page of this letter. This number is only for the provider's use. Individual participants or adopting employers with questions about the plan should contact you.
- . Write to us - provide your telephone number and the best time to call if we need more information.

Whether you call or write, reference the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep a copy of this letter for your records.

Sincerely,

A handwritten signature in dark ink, appearing to read "Daniel Dragoo". The signature is fluid and cursive, with the first name "Daniel" and last name "Dragoo" clearly distinguishable.

Daniel Dragoo  
Director, EP Rulings & Agreements

cc: ICE MILLER LLP  
ATTENTION: LISA ERB HARRISON  
ONE AMERICAN SQUARE, SUITE 2900  
INDIANAPOLIS, IN 46282



# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** Charles Penny, City Manager

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

**Date:** July 10, 2024

**RE:** July 16, 2024 City Council Agenda Items

**Policy Issue:** Consideration of a motion to accept a grant from Georgia City Solutions for \$500.00 to implement a placemaking grant project designed by the Statesboro Youth Council.

**Recommendation:** Approve

**Background:** Georgia City Solutions and the Georgia Cities Foundation selected the Statesboro Youth Council as a recipient of the Youth Placemaking Grant. The \$500.00 grant will be used towards repairs and upgrades at McTell Trail. The grant does not require matching funds; however, the project will need additional funds.

**Budget Impact:** \$1,500.00

**Council Members:** All

**Attachments:** Email Notification  
Project Plan  
Resolution



Demetrius Bynes &lt;demetrius.bynes@statesboroga.gov&gt;

**Fwd: Congratulations on Receiving the Georgia City Solutions Youth Placemaking Grant!**

1 message

LaSara Mitchell <lasara.mitchell@statesboroga.gov>  
To: Demetrius Bynes <demetrius.bynes@statesboroga.gov>

Thu, Jun 13, 2024 at 11:44 AM

**LaSara J. Mitchell, ELD Ph.D**

Statesboro Village Builders, Program Coordinator

City of Statesboro

50 E. Main Street Statesboro, GA 30458

P: 912-212-2378

E: [lasara.mitchell@statesboroga.gov](mailto:lasara.mitchell@statesboroga.gov)

----- Forwarded message -----

From: **Alexandra Campos Castillo** <[ACampos@gacities.com](mailto:ACampos@gacities.com)>

Date: Thu, Jun 13, 2024 at 11:38 AM

Subject: Congratulations on Receiving the Georgia City Solutions Youth Placemaking Grant!

To: [jammersynh@gmail.com](mailto:jammersynh@gmail.com) <[jammersynh@gmail.com](mailto:jammersynh@gmail.com)>, [graycefullthings@gmail.com](mailto:graycefullthings@gmail.com) <[graycefullthings@gmail.com](mailto:graycefullthings@gmail.com)>, LaSara Mitchell <[lasara.mitchell@statesboroga.gov](mailto:lasara.mitchell@statesboroga.gov)>Cc: Sadie Krawczyk <[skrawczyk@gacities.com](mailto:skrawczyk@gacities.com)>

Dear Jammersyn, Grace, &amp; Dr. Mitchell,

On behalf of Georgia City Solutions and the Georgia Cities Foundation, I would like to extend our congratulations to you and the Statesboro Youth Council on being selected as recipients of the Youth Placemaking Grant.

We are thrilled to support your vision and creativity with this grant. Your project's impact has the potential to resonate deeply within your community and among your youth, by inspiring community engagement and fostering a culture of collaboration.

You will receive a grant award of \$500 to be used towards repairs and upgrades to McTell Trail.

To accept and receive the grant funds, please complete the following:

- [City Resolution for Accepting Grant Funds](#)
- Confirm where to send the check and who to make it out to, by replying to this email.

Upon completion of the project (Due by Monday, September 2, 2024):

- [Slide Deck Template for Final Report](#)
- [Grant Final Expense Report](#)

We look forward to witnessing the incredible impact of your project and celebrating your achievements.

Should you require any further assistance or support throughout the implementation process, please do not hesitate to reach out to us. We are here to ensure your success every step of the way.



Warm regards,



**Alexandra Campos Castillo** *(They/Them)*

Program Manager for Georgia City Solutions

Office: 678.539.6757

Mobile: 470.403.6743

[Connect with me on LinkedIn](#)

[www.gacities.com](http://www.gacities.com)



Alexandra Campos Castillo

Program Manager

Office: (678) 539-6757

Cell: (470) 403-6743



[www.gacities.com](http://www.gacities.com)

READER ADVISORY NOTICE: This information is intended only for the individual named above. If you received this in error, please call 404-688-0472 to notify the sender, and then delete the email without printing, copying or retransmitting it. In addition, be advised that Georgia has a very broad open records law and that your email communications with GMA may be subject to public disclosure.

# PLACEMAKING

Project Proposal Page 1

STATESBORO  
YOUTH COUNCIL

Prepared by: City of Statesboro Youth Council

May 2024

## PROJECT DESCRIPTION

Our community's McTell Trail is a gem that offers a captivating self-guided tour spanning 1.1 miles, from Memorial Park at Fair Road to Triangle Park in downtown Statesboro. With its original architecturally designed asphalt, six types of trees, and customized benches. However, the elements have taken their toll on the trail's amenities, including broken-down benches, picnic tables, and art structures. With a few upgrades, we can enhance the trail's beauty and make it an even more inviting space for everyone in our community. The Statesboro Youth Council has officially requested to adopt the trail, and we are eager to maintain and improve it. We have identified three key areas of focus for this grant opportunity. First, we need to address the safety hazards posed by five seating areas with exposed metal shards and one that is falling apart. Second, we want to add an exciting new feature: a Jumbo Chess Park with benches and a garden. We would like to add meter markers and clean up old derby and trash. Finally, we aim to replace or repair the old water fountains with water bottle stations. These improvements will make the trail safer, more enjoyable, and more sustainable for everyone in our community.

Please see Exhibits:

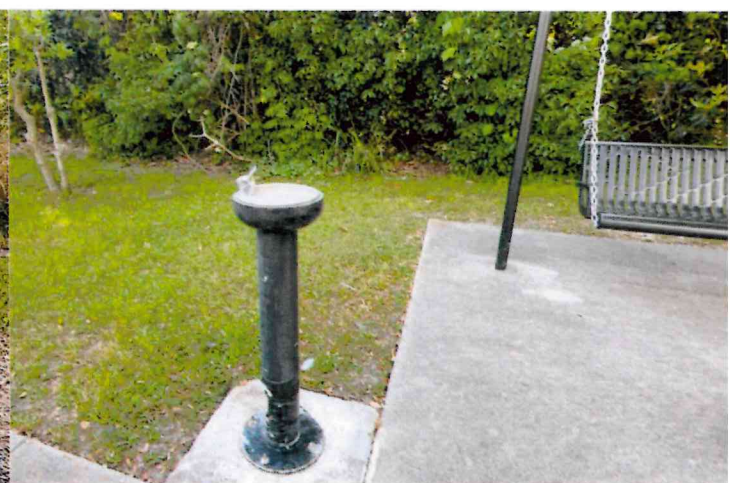
Exhibit A for the damaged seating areas to include the old non-working fountains that we would like to repair and paint blue.

Exhibit B has a location for a possible Chess Park Garden

Exhibit C is areas of clean up

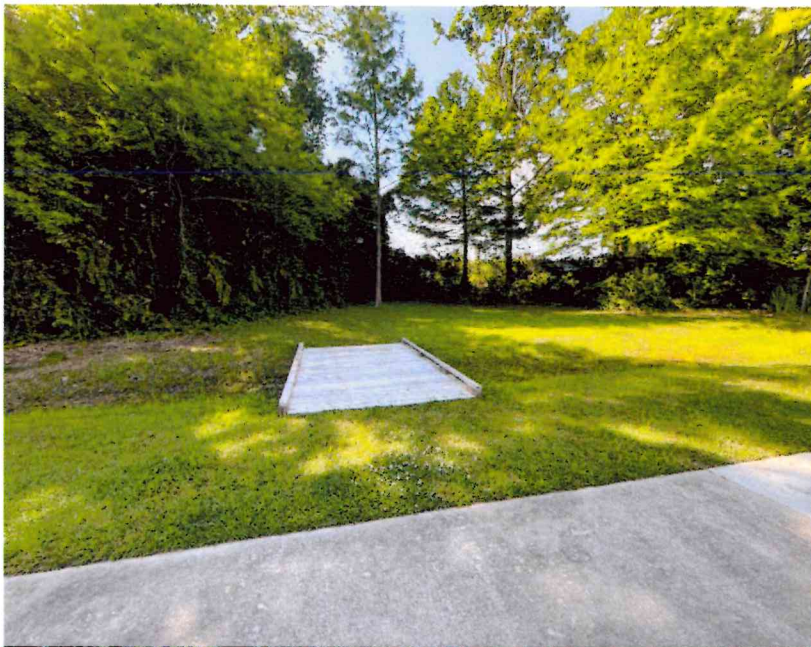
Exhibit D Before and after additions





**EXHIBIT A Repairs to the trail**





**EXHIBIT B Locations for additions**



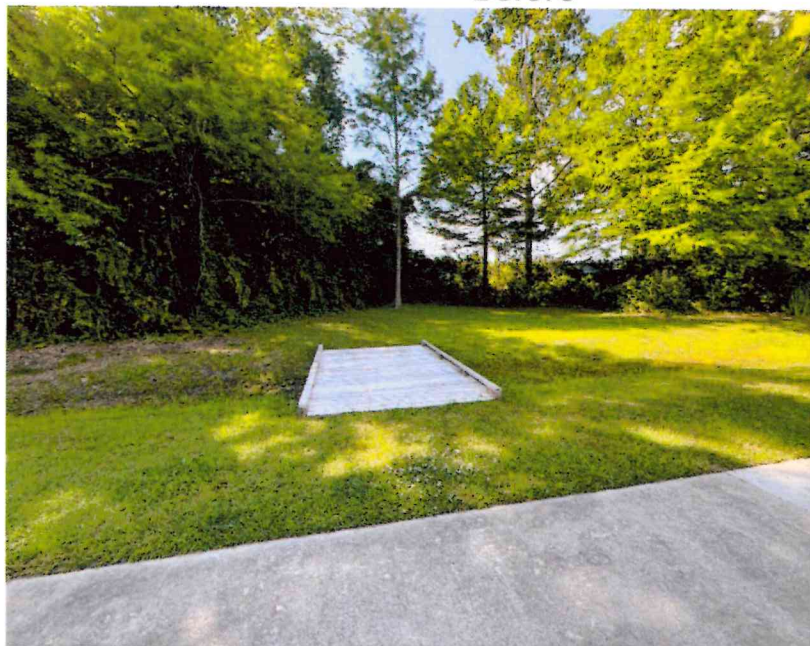
EXHIBIT C/ Areas for clean up



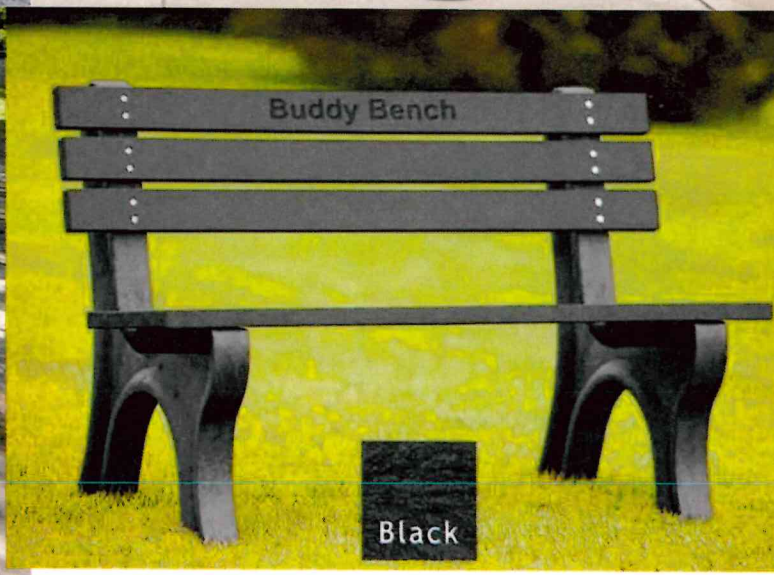
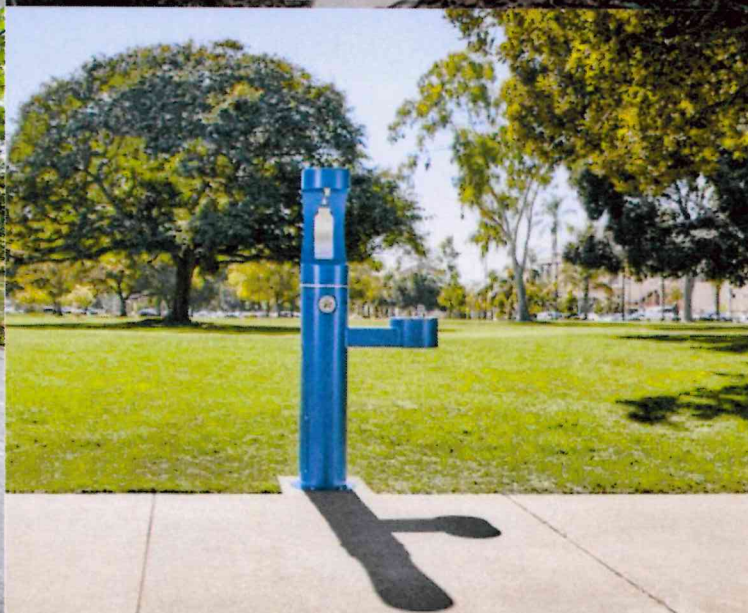


## Exhibit D Additions to the trail

Before



After





CITY OF STATESBORO RESOLUTION

Resolution No. 2024-19

WHEREAS, the Mayor and Council of the City of Statesboro is authorized by O.C.G.A. § 36-37-2 to accept donations of property subject to conditions of the donor; and

WHEREAS, Georgia City Solutions, Inc., a Georgia Non-Profit Corporation, has created a Youth Placemaking Grant for Youth Councils in the State of Georgia, to fund youth-led public placemaking projects; and

WHEREAS, Georgia City Solutions, Inc., allows one application per city and will award grants of up to \$500.00 per city; and

WHEREAS, the Youth Council for the City of Statesboro, has proposed a public placemaking project which has been approved by the governing authority; and

WHEREAS, Georgia City Solutions, Inc., has chosen to award to the city \$500.00 for such proposed public placemaking project under the condition that the city utilize such funds solely for the purpose of the Youth Council for the City of Statesboro to complete such public placemaking project, that the youth council submit a final report about the project upon completion, and that such project is completed by September 3, 2024 or the funding will be returned;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Statesboro, and by the authority of same, IT IS HEREBY RESOLVED that the City of Statesboro will accept from Georgia City Solutions, Inc., its successors, affiliates, or assigns, the funding for such public placemaking project under the condition that such funds be solely utilized for the purpose of the Youth Council of the City of Statesboro to complete such public placemaking project, that the youth council submit a final report about the project upon completion, and that such project is completed by September 3, 2024 or the funding will be returned.

SO RESOLVED this 16th day of July, 2024.

The foregoing Resolution was read on \_\_\_\_\_. A motion for passage of the Resolution was made by Council member \_\_\_\_\_, second by Council member \_\_\_\_\_ and upon the question the vote is \_\_\_\_\_ ayes, \_\_\_\_\_ nays and the Resolution is adopted.

Attest:

CITY OF STATESBORO

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

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

# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** Charles Penny, City Manager

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

**Date:** July 10, 2024

**RE:** July 16, 2024 City Council Agenda Items

**Policy Issue:** Consideration of a motion to award a contract to NEOGOV in the amount of \$37,554.67 to provide an HRIS (human resources information system) platform to assist with recruiting, orienting, and evaluating employees.

**Recommendation:** Approve

**Background:** CivicPlus is discontinuing the CivicHR platform as of September 30, 2024. Currently, CivicHR is utilized for applicant tracking, new employee orientation, and performance management functions. After receiving notification, staff met with the following companies:

- **Criterion** – CivicPlus collaborated with Criterion to offer existing customers an opportunity to move to Criterion for the cost of the customer's last renewal invoice with CivicPlus. When staff met with Criterion, we learned the HRIS platform would only include the functionality currently existing in CivicHR, and a roadmap had not been established to address functionality concerns.
- **BambooHR** – Private sector companies primarily utilize BambooHR's HRIS platform. When staff met with BambooHR, we learned the HRIS platform did not possess the desired functionality for recruiting and evaluating public sector employees.
- **NEOGOV** – NEOGOV has provided technology solutions to the public sector for nearly 25 years. NEOGOV partners with over 7,000 public sector customers, including 36 organizations from the state of Georgia. Staff discussed NEOGOV with HR representatives from three Georgia cities and received positive feedback. Representatives from NEOGOV met with staff multiple times and answered all technical/functionality questions.

**Budget Impact:** \$37,554.67

**Council Members:** All

**Attachments:** Order Form  
Services Agreement

Exhibit A  
Order Form



NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")  
2120 Park Pl, Suite 100  
El Segundo, CA 90245  
United States  
billing@neogov.com  
Sales Rep: Vincent VanAuker

Customer:

Statesboro, City of (GA)  
50 E Main St  
Statesboro, GA 30458  
USA

Quote Valid From: 6/13/2024  
Quote Valid To: 6/30/2024

Quote Number: Q-15076  
PaymentTerms: Annual,Net 30  
Subscription Term in Months: 60

Employee Count: 315  
Order Summary

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Custom Bundle  Includes Insight License, Onboard License, Perform License, Candidate Text Messaging (CTM), Government Jobs, Attract License	RECURRING			\$25,674.67
Custom Bundle Setup and Training	ONE-TIME			\$11,880.00
Year 1 TOTAL:				\$37,554.67

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Custom Bundle  Includes Insight License, Onboard License, Perform License, Candidate Text Messaging (CTM), Government Jobs, Attract License	RECURRING			\$43,614.40
Year 2 TOTAL:				\$43,614.40

Year 3

Service Description	Type	Start Date	End Date	Term Price (USD)
Custom Bundle  Includes Insight License, Onboard License, Perform License, Candidate Text Messaging (CTM), Government Jobs, Attract License	RECURRING			\$57,243.87
Year 3 TOTAL:				\$57,243.87

Year 4

Service Description	Type	Start Date	End Date	Term Price (USD)
Custom Bundle  Includes Insight License, Onboard License, Perform License, Candidate Text Messaging (CTM), Government Jobs, Attract License	RECURRING			\$60,514.98
Year 4 TOTAL:				\$60,514.98

Year 5

Service Description	Type	Start Date	End Date	Term Price (USD)
Custom Bundle  Includes Insight License, Onboard License, Perform License, Candidate Text Messaging (CTM), Government Jobs, Attract License	RECURRING			\$63,786.05
Year 5 TOTAL:				\$63,786.05

ORDER TOTAL (USD) : **\$262,713.97**

## A. Terms and Conditions

1. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Service Order and the services to be furnished pursuant to this Service Order are subject to the terms and conditions set forth in NEOGOV's bid for Solicitation Number 25-04-0222 to the NC Sheriffs' Association Agreement (the "NCSA Agreement") and the most recently published version of the NEOGOV Services Agreement available at <https://www.neogov.com/service-specifications> with the following modifications: (i) the Effective Date (as defined in the NEOGOV Services Agreement) shall be the date set forth below, (ii) the SKU and pricing applicable to this purchase shall be as specified in this Service Order.. By signing below, Customer confirms it has the authority to use the NCSA Agreement for this purchase and that the use of the NCSA Agreement for this purchase is not prohibited by law or procurement regulations or standards applicable to Customer.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

## B. Special Conditions (if any).

1. Customer may terminate the Services within this Order Form by providing written notice to NEOGOV of its intent to terminate within forty-five (45) days from the Effective Date if such termination is attributable to Customer's failure to obtain City Council approval of the Services purchased herein. Termination shall be effective upon NEOGOV receipt of Customer's written notice to terminate the Order Form.

**"Statesboro, City of  
(GA)"**

Signature:

---

Print Name:

---

Date:

---

## SERVICES AGREEMENT

V050724

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
  - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities.



- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
  - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
    - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
    - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
- c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. **Term and Termination.**

- a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. **Maintenance; Modifications; Support Services.**

- a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) **Program Documentation; Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

## 9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

## 10. Data Processing and Privacy.

- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
  - d) Data Responsibilities.
    - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
    - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
  - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
  - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE



INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

#### 14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
  - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
  - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
  - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of



its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
  - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior written notice, which may be by direct notice or posting on the NEOGOV website. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
23. General.
- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
  - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
  - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
  - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
  - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.,

**Exhibit A**  
**Government Customer Addendum**

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

**Exhibit B**  
**Integration Terms Addendum**

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth



in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Olympia Gaines, Assistant to the City Manager

**Date:** July 8, 2024

**Re:** Security Enhancement Incentive Program Application

**Policy Issue:** Consideration of a motion to approve the application submitted by UP Statesboro LLC dba Cambridge @ Southern- The Pines and the Scion Group for funding under the Security Enhancement Incentive Program in amount of \$20,000.00.

**Recommendation:** Approval

**Background:** The attached documents includes the signed guidelines and an application for the Security Enhancement Incentive Program along with recommendations from the Statesboro Police Department.

**Budget Impact:** ARPA

**Council Person and District:** District 5

**Attachments:** Application



# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

To: Olympia Gaines, Assistant to the City Manager

cc: Chief Mike Broadhead, SPD

From: Captain Jared Akins, SPD

Re: Application of UP Statesboro LLC

Subject Property: Cambridge @ Southern- The Pines, 122 Lanier Drive, Statesboro, Ga 30458

Date: 6/17/24

Mrs. Gaines:

Pursuant to the application process for funding under the City's Security Enhancement Incentive Program (SEIP), I received an initial application and three vendor quotes from Niki Horne, Regional Manager for The Scion Group. The Scion Group is part owner and managing agent for Cambridge @ Southern- The Pines. The quotes were for installation of video surveillance cameras covering Cambridge @ Southern- The Pines Apartments, located at 122 Lanier Drive, Statesboro, Ga. Cambridge @ Southern- The Pines is located within the corporate limits of the City of Statesboro.

From a law enforcement standpoint, this application is consistent in part with the Program's goals. Cambridge @ Southern- The Pines has seen multiple acts of violence including one homicide since 2020. I have performed a site assessment for the property which recommended the installation of a modern camera system capable of networking into the Fusus system. The complex currently has no usable camera system. Per the City Clerk, City property taxes for the Pines are paid up. As of this memo, the Utility Billing Supervisor was on vacation, so I am unsure as to the status of the utility billing for the property.

The quotes obtained by The Scion Group and submitted for your consideration are for installing a comprehensive video surveillance system at The Pines and would therefore qualify for SEIP funding. The quotes were as follows (note that these are my interpretations of the specifications provided):

- |                                   |                             |
|-----------------------------------|-----------------------------|
| 1. AVS Solutions (Northport, AL): | \$98,084.57 for 22 cameras  |
| 2. Coram AI (Sunnyvale, CA):      | \$53,852.60 for 60 cameras  |
| 3. Dane Stone (Lubbock, TX):      | \$101,213.75 for 22 cameras |

Obtaining identical quotes for camera systems is almost impossible, as each business uses its own engineers to determine the appropriate number and type of cameras which can adequately cover





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

**Please complete this application and submit to:**

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

Include the following:

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

**Section I: General Information**

Property Owner: UP Statesboro LLC Date: 6/11/24  
Address: aka Cambridge @ Southern - The Pines  
122 Lanier Drive, Statesboro, GA 30458  
Telephone: 912-536-1169  
Email Address: whorne@thesciengroup.com

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

Property Owner Signature \_\_\_\_\_

Date 6/11/24

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

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

**Section II: Reserved for Statesboro Police Department**

---

**Checklist:**

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

Fiscal Year: 2024-2025  
Date Reviewed: 6-21-24  
Approval Amount: \$20,000.00

Lowest Bid Contractor: Coram AI

Total Paid Contract: \_\_\_\_\_

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





**VIA OVERNIGHT COURIER**

June 11, 2024

Statesboro Police Department  
25 West Grady Street  
Statesboro, GA 30458  
Attn: Security Enhancement Incentive Program

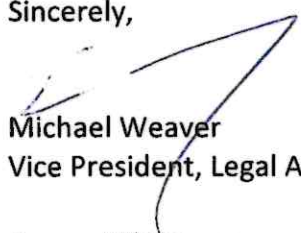
RE: Security Enhancement Incentive Program; Copper Beech Statesboro, Cambridge  
@ Southern – The Palms and Cambridge @ Southern – The Pines

Ladies and Gentlemen:

The Scion Group is part owner of and managing agent for the three referenced apartment properties located in Statesboro. Enclosed are applications for the Security Enhancement Incentive Program for each of the three properties, along with required supporting materials.

Please feel free to contact me directly, either by phone at 312-940-9271, or by email at [mweaver@thesciongroup.com](mailto:mweaver@thesciongroup.com), if you have any questions. The applications themselves also contain contact information for our regional manager in Statesboro, Niki Horne, if you require information from her. Thank you.

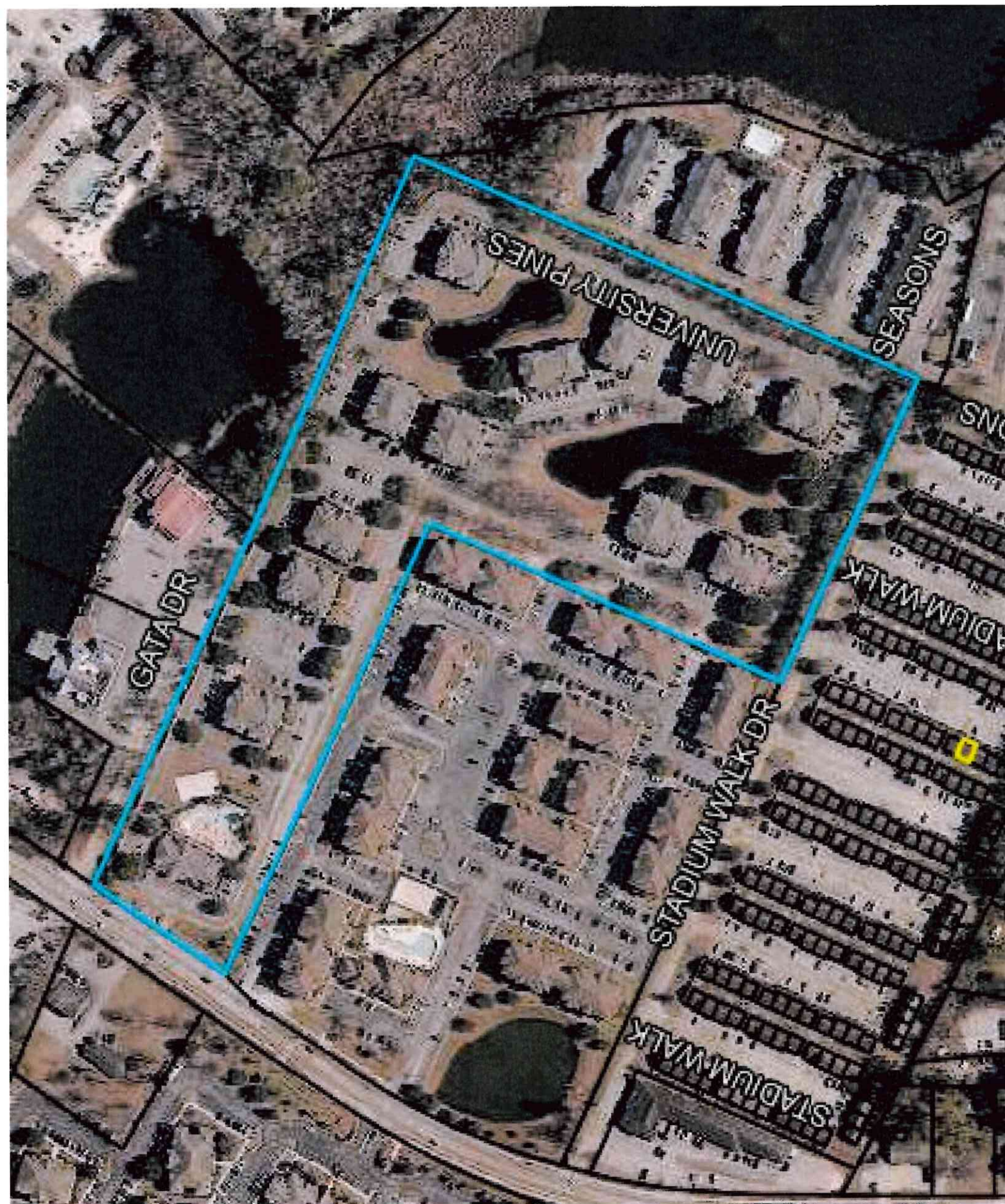
Sincerely,



Michael Weaver  
Vice President, Legal Affairs

Cc: Niki Horne







# CITY OF STATESBORO

## COUNCIL

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

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

**From:** Olympia Gaines, Assistant to the City Manager

**Date:** July 8, 2024

**Re:** Security Enhancement Incentive Program Application

**Policy Issue:** Consideration of a motion to approve the application submitted by UP Statesboro LLC dba Cambridge @ Southern- The Palms and the Scion Group for funding under the Security Enhancement Incentive Program in amount of \$20,000.00.

**Recommendation:** Approval

**Background:** The attached documents includes the signed guidelines and an application for the Security Enhancement Incentive Program along with recommendations from the Statesboro Police Department.

**Budget Impact:** ARPA

**Council Person and District:** District 5

**Attachments:** Application



# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

To: Olympia Gaines, Assistant to the City Manager

cc: Chief Mike Broadhead, SPD

From: Captain Jared Akins, SPD

Re: Application of Cambridge- Southern, LLC d/b/a Cambridge @ Southern- The Palms

Subject Property: Cambridge @ Southern- The Palms, 130 Lanier Drive, Statesboro, Ga 30458

Date: 6/17/24

Mrs. Gaines:

Pursuant to the application process for funding under the City's Security Enhancement Incentive Program (SEIP), I received an initial application and three vendor quotes from Niki Horne, Regional Manager for The Scion Group. The Scion Group is part owner and managing agent for Cambridge @ Southern- The Palms. The quotes were for installation of video surveillance cameras covering Cambridge @ Southern- The Palms Apartments, located at 130 Lanier Drive, Statesboro, Ga. Cambridge @ Southern- The Palms is located within the corporate limits of the City of Statesboro.

From a law enforcement standpoint, this application is consistent in part with the Program's goals. Cambridge @ Southern- The Palms has seen significant instances of violence since 2020. I have performed a site assessment for the property which recommended the installation of a modern camera system capable of networking into the Fusus system. The complex currently has no usable camera system. Per the City Clerk, City property taxes for the Palms are paid up. As of this memo, the Utility Billing Supervisor was on vacation, so I am unsure as to the status of the utility billing for the property.

The quotes obtained by The Scion Group and submitted for your consideration are for installing a comprehensive video surveillance system at The Palms and would therefore qualify for SEIP funding. The quotes were as follows (note that these are my interpretations of the specifications provided):

- |                                   |                             |
|-----------------------------------|-----------------------------|
| 1. AVS Solutions (Northport, AL): | \$115,942.00 for 28 cameras |
| 2. Coram AI (Sunnyvale, CA):      | \$53,852.60 for 60 cameras  |
| 3. Dane Stone (Lubbock, TX):      | \$120,678.75 for 28 cameras |

Obtaining identical quotes for camera systems is almost impossible, as each business uses its own engineers to determine the appropriate number and type of cameras which can adequately cover



# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

the property's footprint. That said, the bid from Coram AI is significantly lower than the other vendors while providing more camera views. All bids are attached to this memorandum.

Please feel free to contact me with any questions. All application documents, an aerial photo of Cambridge @ Southern- The Palms, and the three quotes are attached to this packet.

Recommendation: Approval of Coram AI as the lowest responsible bidder and approval of reimbursement by the City of Statesboro under the Security Enhancement Incentive Program





**VIA OVERNIGHT COURIER**

June 11, 2024

Statesboro Police Department  
25 West Grady Street  
Statesboro, GA 30458  
Attn: Security Enhancement Incentive Program

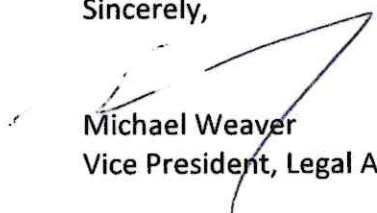
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@ Southern – The Palms and Cambridge @ Southern – The Pines

Ladies and Gentlemen:

The Scion Group is part owner of and managing agent for the three referenced apartment properties located in Statesboro. Enclosed are applications for the Security Enhancement Incentive Program for each of the three properties, along with required supporting materials.

Please feel free to contact me directly, either by phone at 312-940-9271, or by email at [mweaver@thesciongroup.com](mailto:mweaver@thesciongroup.com), if you have any questions. The applications themselves also contain contact information for our regional manager in Statesboro, Niki Horne, if you require information from her. Thank you.

Sincerely,



Michael Weaver  
Vice President, Legal Affairs

Cc: Niki Horne



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

**Please complete this application and submit to:**

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

Include the following:

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

**Section I: General Information**

Property Owner: Cambridge-Southern LLC Date: 6/11/24  
dba Cambridge @ Southern - The Palms  
Address: 130 Lanier Drive, Statesboro, GA 30458  
Telephone: 912-536-1169  
Email Address: whoone@the-sciongroup.com

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

Property Owner Signature \_\_\_\_\_

Date 6/11/24

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

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

**Section II: Reserved for Statesboro Police Department**

---

**Checklist:**

- Verify Property Owner and Address
- Proof of Property Ownership
- Verify City Bills are current
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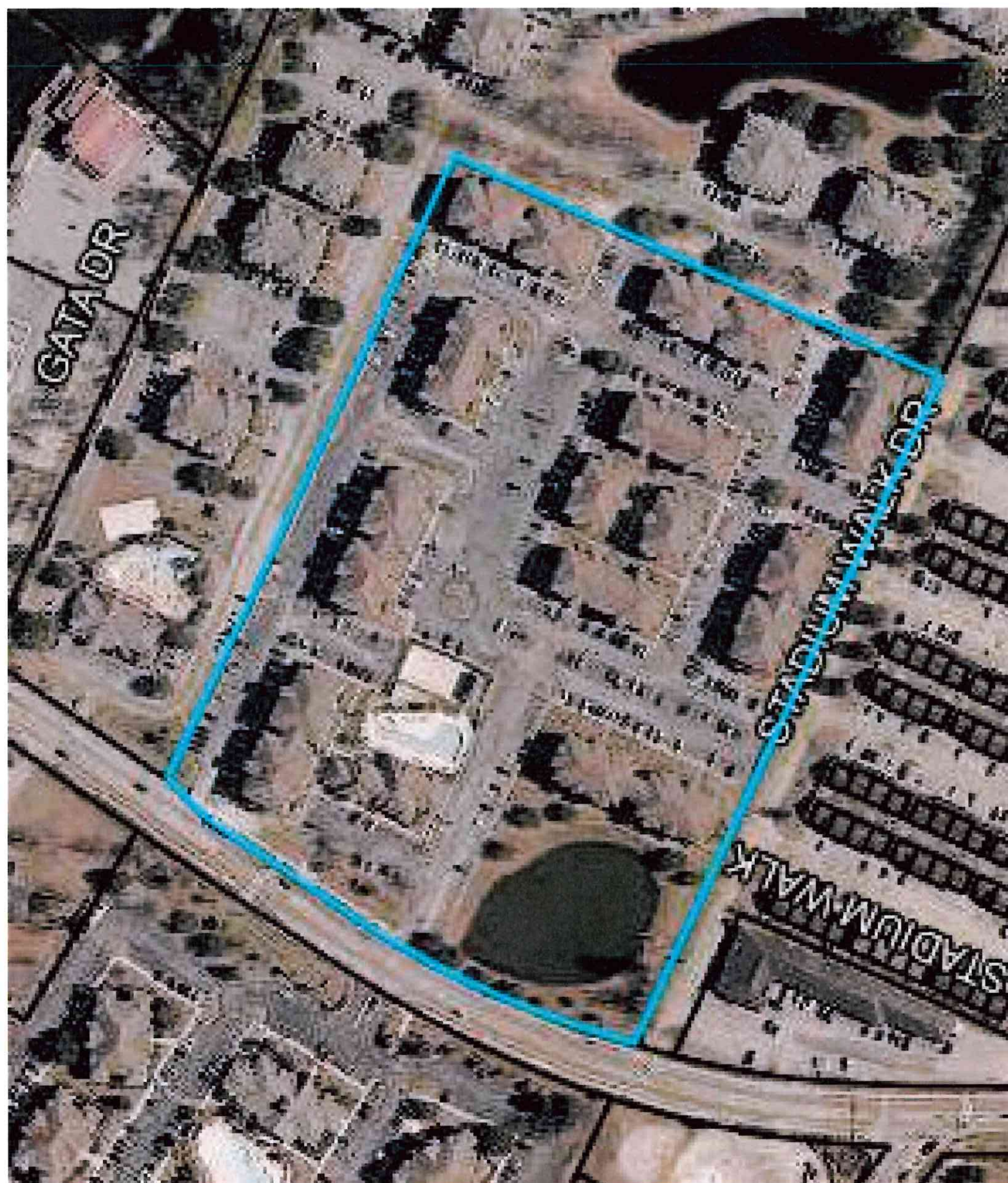
Fiscal Year: 2024 - 2025  
Date Reviewed: 6-21-24  
Approval Amount: \$20,000.00

Lowest Bid Contractor: Coram AI

Total Paid Contract: \_\_\_\_\_

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# CITY OF STATESBORO

## COUNCIL

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

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

**From:** Olympia Gaines, Assistant to the City Manager

**Date:** July 8, 2024

**Re:** Security Enhancement Incentive Program Application

**Policy Issue:** Consideration of a motion to approve the application submitted by Copper Beech Townhome Communities Twenty One, LLC dba Copper Beech Statesboro and the Scion Group for funding under the Security Enhancement Incentive Program in amount of \$20,000.00.

**Recommendation:** Approval

**Background:** The attached documents includes the signed guidelines and an application for the Security Enhancement Incentive Program along with recommendations from the Statesboro Police Department.

**Budget Impact:** ARPA

**Council Person and District:** District 5

**Attachments:** Application





# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

To: Olympia Gaines, Assistant to the City Manager

cc: Chief Mike Broadhead, SPD

From: Captain Jared Akins, SPD

Re: Application of Copper Beech Townhome Communities Twenty One, LLC and

Copper Beech Townhome Communities Thirty Six, LLC d/b/a Copper Beech Statesboro

Subject Property: Copper Beech Townhomes, 1351 and 1400 Statesboro Place Cir, Statesboro, Ga  
30458

Date: 6/17/24

Mrs. Gaines:

Pursuant to the application process for funding under the City's Security Enhancement Incentive Program (SEIP), I received an initial application and three vendor quotes from Niki Horne, Regional Manager for The Scion Group. The Scion Group is part owner and managing agent for Copper Beech Townhomes. The quotes were for installation of video surveillance cameras covering Copper Beech Townhomes, located at 1351 and 1400 Statesboro Place Circle, Statesboro, Ga. Copper Beech Townhomes is located within the corporate limits of the City of Statesboro.

From a law enforcement standpoint, this application is consistent in part with the Program's goals. Copper Beech Townhomes has seen instances of violence since 2020 including the shooting of a Statesboro Police officer. I have performed a site assessment for the property which recommended the installation of a modern camera system capable of networking into the Fusus system. The complex currently has a camera system which does not cover the complex as a whole. Per the City Clerk, City property taxes for Copper Beech are paid up. As of this memo, the Utility Billing Supervisor was on vacation, so I am unsure as to the status of the utility billing for the property.

The quotes obtained by The Scion Group and submitted for your consideration are for installing a comprehensive video surveillance system at Copper Beech and would therefore qualify for SEIP funding. The quotes were as follows (note that these are my interpretations of the specifications provided):

- |                                   |                             |
|-----------------------------------|-----------------------------|
| 1. AVS Solutions (Northport, AL): | \$144,953.41 for 19 cameras |
| 2. Coram AI (Sunnyvale, CA):      | \$63,881.12 for 72 cameras  |



# STATESBORO POLICE DEPARTMENT

Ph 912-764-9911

25 West Grady Street, Statesboro, Georgia 30458

Fx 912-489-5050

3. Dane Stone (Lubbock, TX):

\$152,091.25 for 20 cameras

Obtaining identical quotes for camera systems is almost impossible, as each business uses its own engineers to determine the appropriate number and type of cameras which can adequately cover the property's footprint. That said, the bid from Coram AI is significantly lower than the other vendors while providing more camera views. All bids are attached to this memorandum.

Please feel free to contact me with any questions. All application documents, an aerial photo of Copper Beech Townhomes, and the three quotes are attached to this packet.

Recommendation: Approval of Coram AI as the lowest responsible bidder and approval of reimbursement by the City of Statesboro under the Security Enhancement Incentive Program



**VIA OVERNIGHT COURIER**

June 11, 2024

Statesboro Police Department  
25 West Grady Street  
Statesboro, GA 30458  
Attn: Security Enhancement Incentive Program

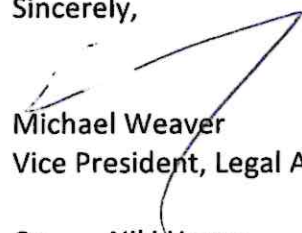
RE: Security Enhancement Incentive Program; Copper Beech Statesboro, Cambridge  
@ Southern – The Palms and Cambridge @ Southern – The Pines

Ladies and Gentlemen:

The Scion Group is part owner of and managing agent for the three referenced apartment properties located in Statesboro. Enclosed are applications for the Security Enhancement Incentive Program for each of the three properties, along with required supporting materials.

Please feel free to contact me directly, either by phone at 312-940-9271, or by email at [mweaver@thesciongroup.com](mailto:mweaver@thesciongroup.com), if you have any questions. The applications themselves also contain contact information for our regional manager in Statesboro, Niki Horne, if you require information from her. Thank you.

Sincerely,



Michael Weaver  
Vice President, Legal Affairs

Cc: Niki Horne





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

**Please complete this application and submit to:**

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

Include the following:

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

**Section I: General Information**

*Copper Beech Townhome Communities Twenty One LLC and*  
Property Owner: Copper Beech Townhome Date: 6/11/24  
*Communities Thirty Six, LLC, dba Copper Beech Statesboro*  
Address: 1400 Statesboro Place Circle, Statesboro, GA 30458  
Telephone: 912-536-1169  
Email Address: nhorne@thesciengroup.com

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

Property Owner Signature \_\_\_\_\_

Date 6/11/24

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

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

## **Section II: Reserved for Statesboro Police Department**

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### **Checklist:**

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

Fiscal Year: 2024/2025  
Date Reviewed: 6-21-24  
Approval Amount: \$20,000.00

Lowest Bid Contractor: Coram AI

Total Paid Contract: \_\_\_\_\_

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







# CITY OF STATESBORO

## COUNCIL

Phil Boyum, District 1  
Paulette Chavers, District 2  
Ginny Hendley, District 3  
John Riggs, District 4  
Shari Barr, District 5



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

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

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

**From:** Kathleen Field, Planning and Development Director

**Date:** July 9, 2024

**RE:** Request for TAD Financing at 202 West Main Street

**Policy Issue:** Request of \$50,000 of TAD Financing for "The Garage" fitness center

**Recommendation:** Staff and the TAD Advisory Committee recommend approval of the request from Christiana Gibson dba as 202 West Main Street, LLC for The Garage to be located at 202 West Main St.

**Background:** All parties have reviewed the pending application and have determined that it meets the criteria set out in the TAD Financing Policies and Procedures as well as the approved City's Redevelopment Plan. The project includes converting the current use from an automotive garage and vehicle storage. The proposed project will convert the building into a fitness center and include a real estate purchase, renovations, and improvements totaling over \$500,000. Financing will be provided by Morris Bank.

**Budget Impact:** No impact: \$50,000 to be paid from TAD Financing

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

# DEVELOPMENT AGREEMENT

Between City of Statesboro, Georgia

and

*202 WEST MAIN STREET, LLC*

*For The Garage*

*Private Improvements*

## DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of the \_\_\_\_ day of July, 2024, is made by and between the Mayor and City Council of Statesboro, Georgia, a municipal corporation in Bulloch County in the State of Georgia (the “**City**”), and 202 West Main Street, LLC., a Georgia limited liability company as developer, (the “**Developer**”). Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II or in the Redevelopment Plan, as appropriate.

### ARTICLE 1 RECITALS

**WHEREAS**, City is duly authorized to exercise the redevelopment powers granted to local governments in the State of Georgia pursuant to the Redevelopment Powers Law and in accordance with House Bill 795 enacted by the General Assembly in 2014 and approved in a referendum on November 4, 2014; and

**WHEREAS**, by a Resolution duly adopted in December, 2014 (the “**TAD Resolution**”), following a public hearing as required by law, the Mayor and Council City approved the South Main Area Redevelopment Plan and created the South Main Tax Allocation District (the “**TAD**”) effective December 31, 2014; and

**WHEREAS**, pursuant to a resolution adopted on October 25, 2017 the Bulloch County Board of Commissioners (“**County**”) gave the consent required under O.C.G.A. Sec. 36-44-8(1); and

**WHEREAS**, the Redevelopment Powers Law provides that City may enter into public-private partnerships to accomplish the redevelopment projects contemplated in the Redevelopment Plan; and

**WHEREAS**, the TAD Resolution expressed the intent of City, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the TAD; and

**WHEREAS**, the undertakings contemplated by the Redevelopment Plan include, among other renewal activity, development of “Private Infrastructure”; and

**WHEREAS**, Developer applied for \$50,000 in TAD assistance for installation of Private Infrastructure at 202 West Main Street with such application being approved by the TAD Advisory Committee as required;

**WHEREAS**, Developer is the owner of certain real property located within the TAD; and

**WHEREAS**, Developer seeks to undertake the installation of Private Infrastructure; and

**WHEREAS**, in order to induce and further facilitate the successful accomplishment of this portion of the Redevelopment Plan, City has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with State law to enter into this Development Agreement with Developer, pursuant to which, subject to the conditions described herein, the Tax

Allocation Increment collected in the TAD will be used to reimburse Developer for certain Redevelopment Costs advanced by Developer in connection with the Private Infrastructure; and

**WHEREAS**, Developer agrees, pursuant to the terms of this Agreement, to undertake this critical revitalization in City and to develop the Private Infrastructure consistent with the Redevelopment Plan, which revitalization would not be economically feasible without the reimbursements being provided through the TAD as contemplated herein; and

## **AGREEMENT**

**NOW THEREFORE**, City and Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

### **ARTICLE 2 GENERAL TERMS**

**Section 2.1 Definitions.** Unless the context clearly requires a different meaning, the following terms are used herein with the following meanings:

“Act of Bankruptcy” means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if, within 60 days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within 60 days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

“Administrative Fee” means an annual administrative fee payable to City from the Special Fund as provided in Section 3.3, to reimburse City for actual and/or imputed administrative costs, including reasonable charges for the time spent by public employees or agents of City in connection with the management and accounting of the Special Fund, in the amount of 1% of Positive Tax Increment per year until all TAD bonds or other alternative financing instruments have been paid off and closed.. Such Administrative Fee shall not reduce or otherwise diminish the total Reimbursement Costs payable to Developer.

“Advances” means advances by Developer or any other Person or entity to pay any costs that constitute Reimbursement Costs for which Developer may be entitled to reimbursement pursuant to Section 6.2.

“Affiliate” means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b), and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term “control” means the possession,



directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“City” means Statesboro, Georgia, a municipal corporation in the State of Georgia.

“City Manager” shall mean the appointed or interim Statesboro City Manager of any person that City Manager has indicated in writing to Developer to be his/ her designee for the purposes of this Agreement.

“Developer” means 202 West Main Street, LLC, a Georgia limited liability company, developer of the Private Infrastructure.

“Development Team” means Developer and its development partners.

“Disbursements” means the funds deposited into the Special Fund available to Developer for reimbursement of Advances.

“Effective Date” means July \_\_\_, 2024, the effective date of this Agreement.

“Environmental Laws” means, including but without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. Sec.6901 *et seq.*, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.*, as amended, the Clean Air Act, 42 U.S.C. Sec. 7401 *et seq.*, as amended, the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 *et seq.*, as amended, and any other applicable federal law relating to health, safety or the environment.

“Force Majeure” means any event or circumstance which is (a) beyond the reasonable control of the Person whose performance is required by this Agreement and (b) caused by fire, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, acts of God, unusual and unanticipated delays in transportation, unusual and unanticipated delays in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, severe weather conditions, or delays caused by City in excess of 30 days. Developer will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the Force Majeure event or occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delay to the Private Infrastructure.

“General Contractor” means an experienced, licensed, bondable and reputable general contractor selected by Developer.

“Hazardous Substances” means any hazardous or toxic substance or waste as defined by any applicable Environmental Laws, together with (if not so defined by any such Environmental Laws) petroleum, petroleum products, oil, PCBs, asbestos, and radon.

“Legal Requirements” means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license,

authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

“Person” includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, a public body, or any other entity.

“Plans” means the Site Plan and the construction plans for the Private Infrastructure as the same may be modified from time to time, including any Material Modifications.

“Project Approvals” means all approvals, consents, waivers, orders, agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the Private Infrastructure, or otherwise necessary or desirable for the ownership, acquisition, construction, equipping, use or operation thereof, whether obtained from a governmental authority or any other person.

“Private Infrastructure” means those improvements identified and more fully described in Developer’s application for TAD financing, namely environmental testing and related legal expenses.

“Redevelopment Costs” has the meaning given that term by O.C.G.A. Sec. 36-44-3(8) and as used in this Agreement, means Redevelopment Costs of the TAD and any other Redevelopment Costs (as defined in the Redevelopment Powers Law) contemplated by this Agreement and provided for in the Redevelopment Plan.

“Redevelopment Plan” means the Redevelopment Plan for the TAD approved by City pursuant to the TAD Resolution, following a public hearing as required by law, as may be amended from time to time.

“Redevelopment Powers Law” means the Redevelopment Powers Law, O.C.G.A. Sec. 36-44-1, *et seq.*, as may be amended from time to time.

“Reimbursement Costs” means the redevelopment costs authorized to be paid or reimbursed by the Redevelopment Plan.

“Site” means the real property on which the Private Infrastructure will be located within the TAD, as more specifically identified as 202 West Main Street and commonly known as The Garage.

“Special Fund” means the bank account established by City for the depositing of Tax Allocation Increment and payment of Disbursements as permitted under this Agreement.

“State” means the State of Georgia.

“TAD” means that South Main Tax Allocation District created by City effective December 31, 2014, pursuant to the Redevelopment Powers Law and the TAD Resolution and as further described in the Redevelopment Plan.

“TAD Resolution” has the meaning provided in the recitals above.

“Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected on real and personal property within the TAD attributable to the ad valorem millage rate levied annually by City and County.

**Singular and Plural.** Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

**Section 3.1 Representations and Warranties of Developer.** Developer hereby represents and warrants to City that:

(a) Organization and Authority. Developer is in good standing and authorized to transact business in the State of Georgia as a domestic limited liability company. Developer’s officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors’ right generally and to general principles of equity.

(c) Organizational Documents. Developer’s organizational documents are in full force and effect as of the Effective Date, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.

(d) Bankruptcy. No Act of Bankruptcy has occurred with respect to Developer.

(e) No Litigation. There is no action, suit or proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.

(f) No Undisclosed Liabilities. Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement.

(g) Principal Office. The address of Developer's principal place of business is 133 A Nature Way, Statesboro, GA 30458

(h) Licenses and Permits. Developer will at all appropriate times possess all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Private Infrastructure

(i) Project Location. The Private Infrastructure is located wholly within City and further, wholly within the boundaries of tax parcels owned by Developer as such parcels are identified by the Board of Tax Assessors for Bulloch County, Georgia.

(j) Utilities. All utility services necessary and sufficient for the construction and operation of the Private Infrastructure will be obtained when needed and will at all appropriate times be available through dedicated public rights of way or through perpetual private easements. Developer shall be responsible for all utilities installation.

(k) Liens. Other than as to City, there are no material liens of record of laborers, subcontractors or materialmen on or respecting the Private Infrastructure on the Effective Date.

(l) Title. As of the Effective Date, Developer holds fee simple title to the Site.

(m) Tax Allocation Increment. Developer acknowledges that City has made no representation as to the amount of Tax Allocation Increment to be generated by the TAD and that Developer has had the opportunity to investigate and make its own conclusions as to the amount of Tax Allocation Increment to be generated by the TAD.

**Section 3.2 Representations and Warranties of City.** City hereby represents and warrants to Developer that:

(a) Organization and Authority. City is a municipal corporation duly created and existing under the laws of the State. City has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of City, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of City as a condition to the valid execution, delivery, and performance by City of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of City in accordance with its terms,

subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) TAD Resolution. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption. No amendment of or supplement to the TAD Resolution is contemplated by City.

(e) Redevelopment Agent. City has been duly designated as Redevelopment Agent for the TAD as contemplated by the Redevelopment Powers Law.

(f) Recitals. The Recitals in Article I of this Agreement relating to actions taken by public bodies are true and correct.

(g) Redevelopment Plan and TAD. The Redevelopment Plan and the TAD have been duly adopted and created by City

## **ARTICLE 4 DEVELOPMENT AND CONSTRUCTION**

### **Section 4.1 Construction of the Private Infrastructure**

(a) Developer will use commercially reasonable efforts to develop and construct, or cause the development and construction of, the Private Infrastructure with diligence and good faith in a good and workmanlike manner and in substantial conformance with the TAD financing application and the descriptions thereof set forth therein, all subject to Force Majeure. City acknowledges that during the term of this Agreement modifications to the Private Infrastructure as contemplated on the Effective Date may occur. Developer will construct, or cause the construction of, the Private Infrastructure in accordance with all applicable Legal Requirements.

(b) Upon completion of the construction of the Private Infrastructure, Developer will provide City with a final cost summary of all costs and expenses associated with the Private Infrastructure, a certification that it has been completed, and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

**Section 4.2 Approvals Required for the Project.** Developer will obtain or cause to be obtained all necessary Project Approvals for the Private Infrastructure and will comply with all Legal Requirements of any governmental body regarding the use or condition of the Private Infrastructure. Developer may, however, contest any such Legal Requirement or Project Approval by an appropriate proceeding diligently prosecuted. City agrees to process zoning and permit applications in a prompt and timely manner in accordance with its normal rules and procedures.



## **ARTICLE 5**

### **DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER**

**Section 5.1 Litigation.** Developer will notify City in writing, within fifteen (15) business days of its having knowledge thereof, of any actual or pending litigation or adversarial proceeding in which a claim is made against Developer or against the Site or the Private Infrastructure in any case which Developer reasonably considers may impair Developer's ability to perform its obligations under this Agreement, and of any judgment rendered against Developer in any such litigation or proceeding. Developer will notify City in writing and within fifteen (15) business days of any matter that Developer reasonably considers may result or does result in a material adverse change in the financial condition of Developer or in the financial condition or operation of the Private Infrastructure.

**Section 5.2 Maintenance of the Project.** Developer agrees that, for as long it has a real property interest in the Private Infrastructure, it will at its own expense (i) keep the Private Infrastructure, or cause it to be kept, in as reasonably safe condition in accordance with applicable Legal Requirements as its operations permit, and (ii) keep the Private Infrastructure in good repair and in good operating condition. .

**Section 5.3 Liens and Other Charges.** Developer will duly pay and discharge, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the Private Infrastructure unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the Private Infrastructure.

**Section 5.4 Compliance with Laws, Contracts, Licenses, and Permits.** Developer will comply in all material respects with (a) all applicable laws related to the Private Infrastructure, (b) all material agreements and instruments related to or regarding the Private Infrastructure by which it may be bound, (c) all restrictions, covenants and easements affecting the Private Infrastructure (d) all applicable decrees, orders and judgments related to or regarding the Private Infrastructure, and (e) all licenses and permits required by applicable laws and regulations for the ownership, use, or operation of the Private Infrastructure.

**Section 5.5 Taxes.** To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Site and the Private Infrastructure or arising in respect of the use or possession thereof, and will provide to City, within ten days after a written request therefor, validated receipts showing the payment of such taxes when due. Developer will have the right to appeal an assessment for ad valorem tax purposes.

**Section 5.6 Insurance.** To the extent of its interest therein, Developer, or its Affiliates, will keep the Private Infrastructure continuously insured consistent with its normal operating policies and subject to its customary deductibles and limitations, but Developer may at any time elect to be self-insured. Any such insurance maybe provided through blanket insurance policies covering one or more facilities owned or operated by Developer and through any combination of underlying and umbrella policies as Developer may select.

**Section 5.7 Further Assurances and Corrective Instruments.** City and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that the rights of City and Developer hereunder and the ability of Developer to construct the Private Infrastructure are not impaired thereby.

**Section 5.8 Performance by Developer.** Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates.

## **ARTICLE 6**

### **DISBURSEMENT; SPECIAL FUND; FINANCING ALTERNATIVES**

#### **Section 6.1 Advances.**

- (a) Developer shall may make or cause to be made Advances sufficient to fully install and construct all Private Infrastructure.
- (b) Developer may submit a Requisition to City for its review and approval for reimbursement for any such Advances in accordance with Section 6.2.

**Section 6.2 Disbursement.** Subject to substantial compliance by Developer with all of the material terms and conditions of this Agreement, the funds deposited into the Special Fund will be available for disbursement to Developer for reimbursement of Advances at such times and in such amounts as determined ("Disbursement") in accordance with the following procedures:

- (a) Developer may submit Requisitions to City upon paid Advances toward construction and installation of the Private Infrastructure.
- (b) The construction for which Reimbursement Costs are included in the Requisition must be reviewed and approved by City or its appointed consultant to verify the approval of the construction, the cost of completed construction, and compliance with this Agreement.
- (c) In no event shall Disbursements to Developer exceed a sum total of \$50,000..
- (d) City shall pay Disbursements within thirty days from approval of submitted Requisitions.

#### **Section 6.3 Limited Liability.**

- (a) The payment of all Disbursements required to be paid by City under this Agreement shall be special or limited obligations of City payable only from the Special Fund. City will have no liability to honor any Requisition except from amounts on deposit in the Special Fund.

(b) To the extent permitted by State law, no director, officer, employee or agent of City will be personally responsible for any liability arising under or growing out of the Agreement.

(c) City shall not be obligated to disburse any funds to any person under this Agreement other than as directed by Developer or as otherwise permitted under this Agreement.

**Section 6.4 Special Fund.** City will deposit the Tax Allocation Increment into the Special Fund as property tax payments are received. Any funds obtained from TAD bonds or other financing arrangements entered into by City shall also be deposited into the Special Fund.

**Section 6.5 Forfeiture of Disbursements.** Developer shall forfeit Disbursements on any Requisitions for Reimbursement Costs not received by City within 18 months of the Effective Date of this Agreement.

## **ARTICLE 7 INDEMNIFICATION**

**Section 7.1 Indemnification.** Developer will defend, indemnify, and hold City and its agents, employees, officers, and legal representatives (collectively, the “Indemnified Persons”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys’ fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of the Private Infrastructure and, to the extent caused by construction of other elements of the Private Infrastructure pursuant to a construction contract directly between the contractor and the Developer, sustained in connection with the construction of such elements. Notwithstanding anything to the contrary in this Article, (1) Developer’s indemnification obligation under this Article is limited to the policy limits available under the insurance policies required under Section 5.6; (2) Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person’s own negligence, recklessness or intentional act or omission; and (3) Developer will not be obligated to indemnify any Indemnified Persons to the extent that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other Indemnified Person or Persons.

**Section 7.2 Notice of Claim.** If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to Developer within ten (10) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. If an Indemnified Person does not provide this notice within the ten-business-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

**Section 7.3 Defense.** Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by Developer with the concurrence of the Indemnified Person. In such case, Developer will also control any negotiations

to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

**Section 7.4 Separate Counsel.** If Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that materially and adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Developer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**Section 7.5 Survival.** The provisions of Article VII will remain in effect until the expiration of one (1) years after completion of the Private Infrastructure

## **ARTICLE 8 DEFAULT**

### **Section 8.1 Default by Developer.**

- (a) The following will constitute a "Default" by Developer:
  - (i) Failure of Developer to materially and timely comply with and perform any of its covenants, conditions or obligations set forth in this Agreement;
  - (ii) The declaration of an "event of default" by any lender under any Loan Documents, if any, with respect to Project Financing or a breach of Section 5.2;
  - (iii) An Act of Bankruptcy of Developer;
  - (iv) Any material representation or warranty made by Developer in this Agreement or subsequently made by it in any written statement or document furnished to City and related to the transactions contemplated by this Agreement is false, inaccurate or fraudulent in any material respect as of the date such representation or warranty is made; and
  - (v) Any material report, certificate or other document or instrument furnished to City by Developer in relation to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect; or if any report, certificate or other document furnished to City on behalf of Developer, to the extent that Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to City.

**Section 8.2 Remedies.** If a Default by Developer occurs and is continuing 60 days after receipt of written notice to Developer from City specifying the existence of such Default (or within a reasonable time thereafter if such Default cannot reasonably be cured within such 60-day period and Developer begins to diligently pursue the cure of such Default within such 60-day period), the Default will become an “Event of Default,” and City will be entitled to elect any or all of the following remedies: (i) terminate this Agreement and discontinue further funding hereunder, (ii) seek any remedy at law or in equity that may be available as a consequence of Developer’s default; (iii) pursue specific performance of this Agreement or injunctive relief; or (iv) waive such Event of Default. Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties or obligations hereunder.

**Section 8.3 Remedies Cumulative.** Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder, at law or in equity.

**Section 8.4 Agreement to Pay Attorneys’ Fees and Expenses.** In the event of an Event of Default by Developer, if City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of Developer contained herein, Developer agrees that it will on demand therefor pay to City, as applicable, the reasonable fees of such attorneys and such other reasonable expenses so incurred by City, the amount of such fees of attorneys to be without regard to any statutory presumption.

**Section 8.5 Default by City.** The following will constitute a “Default” by City: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of 60 days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer; provided that in the event such breach or failure can be corrected but cannot be corrected within said 60-day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

**Section 8.6 Remedies Against City.** Upon the occurrence and continuance of a Default by City hereunder, Developer may seek any remedies available at law or in equity and may assert a claim for attorney’s fees, reasonable expenses and actual costs.

## **ARTICLE 9 MISCELLANEOUS**

**Section 9.1 Term of Agreement; Survival.** This Agreement will commence on the Effective Date and will expire on the earlier to occur of the date on which all Reimbursement Costs have been fully reimbursed to Developer from the Special Fund

**Section 9.2 Notices.** Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:



**If to Developer:**

Christina Gipson  
133 A Nature Way  
Statesboro, Ga 30458

**If to City:**

Statesboro City Manager  
50 E Main St  
Statesboro Georgia 30458

With a copy to: City Attorney at same address

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, and any communication so delivered in person will be deemed to be given when receipted for by, or actually received by the party identified above.

**Section 9.3 Amendments and Waivers.** Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

**Section 9.4 Invalidity.** In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

**Section 9.5 Applicable Law.** This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia. Venue for any legal action resulting from this Agreement shall be in the court of appropriate jurisdiction in Bulloch County.

**Section 9.6 Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**Section 9.7 Approval by the Parties.** Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

**Section 9.8 Additional Actions.** The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

**CITY OF STATESBORO, GEORGIA**

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Mayor Jonathan McCollar

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Attested by Leah Harden, City Clerk

**202 West Main Street, LLC**

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Christina Gipson, Managing Member

# City of Statesboro

## Public Utilities Department



**To:** Mr. Jason Boyles  
Assistant City Manager

**From:** Steve Hotchkiss  
Director of Public Utilities

**Date:** 7-16-2024

**RE:** Natural Gas Firm Contract Changes

**Policy Issue:** Firm Gas Supply Contract

**Recommendation:** Consideration of a motion to grant the Municipal Gas Authority approval to transact with Southern Natural Gas on behalf of the City of Statesboro to permanently acquire firm capacity through the South System 4 project. In the amount of 350 Dth/day, to be effective at a date in 2028 after the South System 4 is complete.

**Background:** Due to the rapid growth in Statesboro and the surrounding area it has been determined that additional firm gas supply will be needed in the coming years. Southern Natural Gas is currently planning a system upgrade to supply more gas in this area of the state. The projected completion date for the expansion is sometime in 2028, a more accurate date will be supplied as work progresses. We are requesting an increase of 350 Dth/day, which represents approximately a ten percent increase in capacity.

New firm capacity is difficult to acquire in this region of the state and it has been made more difficult by the huge growth of industrial customers in our area.

This opportunity may be the only chance we have in the next few years to add firm supply. The added cost of the contract will be between \$15,969 and \$18,950 per month and will be added into the cost of gas we receive each month. It is the opinion of staff and our consultants at the Municipal Gas Authority that we should take this opportunity to add to our firm gas supply.

**Budget Impact:** None, Contract will not take effect until 2028.

**Council Person and District:** All

**Attachments:** Authorization Form



### Authorization for Firm Contract Changes

The Municipal Gas Authority of Georgia presents the firm service acquisition described below effective at a date in 2028 to be determined (or when Southern Natural's South System 4 project is completed and in service) for the City of Statesboro, after formal city approval, if required, by July 31, 2024.

The purpose of this form is to grant Gas Authority approval to transact with Southern Natural on behalf of the City of Statesboro to permanently acquire firm capacity through the South System 4 project. The form also serves to make the City of Statesboro aware of the indicative monthly demand charges for the new capacity. The South System 4 project has a term of twenty years. The City of Statesboro also has the option to withdraw from this agreement for any reason by July 31, 2024. The Gas Authority understands the receipt point will be Rose Hill. This project is subject to FERC approval.

As indicated below the City of Statesboro is authorizing the firm service changes described below.

<b>Firm Services to be Added: Description</b>	<b>Daily Quantity</b>	<b>Monthly Demand Cost</b>  Indicative rage range (final cost to be provided by Southern Natural)
Southern Natural Zone 3 FT  Delivery to Statesboro point ID 933600	350 Dth/day	\$15,969 – \$18,950

The change to firm services is: ☐ Approved ☐ Declined

On behalf of City of Statesboro:

\_\_\_\_\_  
Name, Title (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

104 TownPark Drive  
Kennesaw, GA 30144  
770-590-1000 [www.gasauthority.com](http://www.gasauthority.com)



# City of Statesboro

## Public Utilities Department



**To:** Jason Boyles  
Assistant City Manager

**From:** Steve Hotchkiss  
Public Utilities Director

**Date:** 7-16-2024

**RE:** Change Order #1 for Candler County Industrial Park Gas Main project.

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to approve Change Order #1 in the amount of \$57,800.00 to Southern Utility Group for the Candler County Industrial Park Project. To be paid for with funds included in the approved CIP Project Budget NGD-11, using system revenues and carryover funds.

**Background:** In April of this year Council approved a contract with Southern Utility Group to install natural gas mains in the Candler County Industrial Park. The pricing received was extremely competitive, and they have agreed to extend those prices to cover a small gas main extension on the Georgia Southern University South Campus. The extension will consist of approximately 2600' of 4-inch polyethylene natural gas main along the Akins Boulevard Extension,

**Budget Impact:** The total project cost will increase from \$92,740.00 to \$150,540.00.

**Council Person and District:** All

**Attachments:** Change order #1

## CHANGE ORDER NO. 1

Owner: City of Statesboro  
Engineer: Municipal Gas Authority of Georgia  
Contractor: Southern Fiber Company, LLC  
DBA: Southern Utility Group  
Project: Candler County Industrial Park Gas Main  
Contract Name: Candler County Industrial Park Gas Main  
Date Issued: July 17, 2024  
Owner's Project No.: 24-001  
Engineer's Project No.: 24-001  
Effective Date of Change Order: July 17, 2024

The Contract is modified as follows upon execution of this Change Order:

Description: Construction of a 4-inch polyethylene natural gas main along Akins Boulevard Extension in Statesboro, GA, as shown on Drawing Nos. C7.0 and C7.1 of plans entitled "Roadway Extension, South Campus, Georgia Southern University", dated December 14, 2020. Construction activities include the installation of approximately 2,600 linear feet of 4-inch polyethylene natural gas main, line valves, other related appurtenances and soil erosion control measures. All materials are furnished by the Contractor.

Attachments: Drawing Nos. C7.0 and C7.1 of plans entitled "Roadway Extension, South Campus, Georgia Southern University", dated December 14, 2020, by Maxwell-Reddick and Associates.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 92,740.00	Original Contract Times: Substantial Completion: August 23, 2024 Ready for final payment: September 22, 2024
Increase due to this Change Order: \$ 57,800.00	Increase this Change Order: Substantial Completion: 30 calendar days Ready for final payment: 30 calendar days
Contract Price incorporating this Change Order: \$ 150,540.00	Contract Times with all approved Change Orders: Substantial Completion: September 22, 2024 Ready for final payment: October 22, 2024

### Recommended by Engineer

By: \_\_\_\_\_  
Name: Bruce M. Bagnasco, PE  
Title: Senior Analyst - Engineer  
Date: \_\_\_\_\_

### Accepted by Contractor

\_\_\_\_\_  
Clay Sanders  
CEO / Owner

### Authorized by Owner

By: \_\_\_\_\_  
Name: Steve Hotchkiss  
Title: Utilities Director  
Date: \_\_\_\_\_

### Approved by Funding Agency (if applicable)

NOT APPLICABLE

# City of Statesboro

## Public Utilities Department



**To:** Jason Boyles  
Assistant City Manager

**From:** Steve Hotchkiss  
Public Utilities Director

**Date:** 7-08-2024

**RE:** Change Order #2 from Southern Civil for WWTP Blower and Pump Upgrade project.

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to approve Change Order #2, in the amount of \$78,455.00, to Southern Civil for the Blower and Pump Upgrades Project at the Waste Water Treatment Plant to be paid for with funds included in the project budget #WTP-24, that was approved by council on 8-9-23.

**Background:** In August of 2023, Council approved CIP project WTP-24 for upgrades to Blowers and Pumps at the WWTP, as part of our efforts to modernize and maintain equipment at the plant. During the construction process, questions arose from City staff and the contractor concerning the routing of the proposed electrical supply for the pumps and blowers given that a great deal of current infrastructure obstructed installation.

An electrical engineer was asked to come to the WWTP and make recommendations to remedy the problem. His recommendations included additional power supply, conduits, pull boxes, and a concrete duct bank to protect the power supply from damage in the future. He also recommended changing the locations of the proposed power panels and transformer.

**Budget Impact:** The total project cost will increase from \$2,050,447.00 to \$2,128,902.00.

**Council Person and District:** All

**Attachments:** Change order #2



June 28, 2024

Hussey Gay Bell  
329 Commercial Drive  
Savannah, GA 31406

ATTENTION: George Kimbrell

REFERENCE: Statesboro WWTP Blower Upgrades  
Electrical Change Order Proposal

Dear Mr. Kimbrell,

As requested, we are submitting the following change order proposal for the above referenced project:

- Blower Building Feeders
  - Remove and reroute the exiting roof drain in the corner of the electrical room. It will be turned 90 Deg. to penetrate the adjacent wall. It will be extended in PVC from approximately the concrete beam, through the wall, and down to the ground. The splash block will be relocated
  - Provide a screw cover aluminum pull box inside the electrical room and on the exterior.
  - Credit for the in-grade pull boxes on the power house side of the road.
  - Credit for one pull box on the blower building side of the road.
  - Credit for one pull box outside of the blower building door.
  - The conduits to the blower building will be installed in a concrete duct bank.
  - The pull box outside the blower building door will be moved closer to the aeration tank 4 concrete structure.
  - The conduits will penetrate the wall between the air pipe and aeration tank 4 wall.
  - The new panels and transformer will be moved to aeration tank 4 wall in the blower room.
- Influent Pump Station
  - Provide a screw cover pull box on top of the MCC-EB
  - Provide a screw cover pull box on the Screening Building exterior.
  - Extend a new feeder for the Influent Pump Station. Two sets: 2 ½”C W/3No.250MCM, 1No.2(G)
  - Extend two spare 2 ½” conduits from the interior pull box, through the exterior pull box to the Influent Pump Station.
  - Provide a screw cover aluminum pull box.



- The existing conduit will be terminated to the top of the pull box/docking station and reused for the new feeder from MCC-EB.
- The new feeders will be extended to the existing MTS in the Influent Pump Station using the existing conduit.

**Total Price: \$78,455.00**

- Influent Pump Station Adder:
  - Provide and Install a NEMA 3R Docking Station with Rotary Transfer Switch

**Adder Price: \$18,296.00**

If you have any questions or comments, please feel free to contact me.

Thanks,

*Matt Deal*

Matt Deal  
Southern Civil, LLC  
Phone: (912) 334-0540  
Email: mdeal@southerncivilllc.com



# City of Statesboro

## Public Utilities Department



**To:** Jason Boyles  
Assistant City Manager

**From:** Steve Hotchkiss  
Public Utilities Director

**Date:** 07-08-24

**RE:** EPA Mandated Lead Service Line Inventory

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to award a contract to Mark Turner Grading, Inc. in the amount of \$275.00 per hour (not to exceed a total cost of \$120,000) to complete a water service line inventory by excavation and verification of approximately 636 existing water services. This project will be funded by Operating Revenues.

**Background:** New EPA requirements under the Lead and Copper Rule Revisions (LCRR) state that all community water systems must develop an initial inventory of water service lines in an effort to strengthen actions to protect communities from lead in drinking water. Establishing an inventory of service line materials and identifying the location of lead service lines are key steps in getting them replaced. All community water systems must submit an initial inventory to their state agency (Georgia Environmental Protection Division) by October 16, 2024.

After researching and contacting several utility contractors in the area, we were unsuccessful in finding anyone to complete this inventory verification. The City of Smyrna recently requested proposals for the excavation and verification of their water service lines and received five (5) proposals from qualified contractors. In an effort to meet the fast approaching October deadline, we would like contract Mark Turner Grading, Inc. (Smyrna's low bidder) to complete the project for the City of Statesboro by "piggybacking" Smyrna's request for proposal (RFP) documentation.

**Budget Impact:** The project will be funded from Operating System Revenues.

**Council Person and District:** All

**Attachments:** City of Smyrna Bid Tabulation

CITY OF SMYRNA  
PURCHASING DEPARTMENT  
2800 KING STREET  
SMYRNA, GEORGIA 30080  
678-631-5406

TO: Bo Jones, Assistant Director – Water, Sewer, Utilities

FROM: Kelly Brown, Purchasing Manager

DATE: December 22, 2022

SUBJECT: Recommendation – RFP 23-012 Excavation and Verification of Water Service Lines

The City of Smyrna requested proposals for the excavation and verification of water service lines. New EPA requirements include obtaining a water service line inventory by excavation and verification and removal of lead and galvanized service lines in our distribution system. This information will be provided in a local, state and federal database. We received 5 proposals on Friday, December 16, 2022. Based on Contractor's hourly rate and line-item pricing we recommend award to Mark Turner Grading, Inc. and HD Excavations & Utilities, LLC. Please see pricing below per line-item.

		Ardito	HD Excavation	Kemi	K.M. Davis	Mark Turner	
<i>PART I. CONTRACTOR'S HOURLY RATE</i>							
Contractor's Hourly Rate based on one piece							
of equipment one truck and minimum of 3 employ	HOUR	\$350.00	\$280.00	\$950.00	\$370.00	\$275.00	
<i>PART II. ROADWAY PATCH / REPAIR</i>							
a) 8 inches GAB, 6 inches Concrete	SQ FT	\$10.25	\$45.00	\$700.00	\$40.00	\$61.11	
b) Trench CAP 1 foot larger GDOT Spec (1401)	SQ FT	\$10.25	\$45.00	\$700.00	\$600.00	\$61.11	
c) Tack Coat @	GAL	\$50.00	\$50.00	\$50.00	\$18.00	\$25.00	
d) 2 inches Type E or F Asphalt @	TN	\$550.00	\$550.00	\$485.00	\$400.00	\$650.00	
<i>PART III. CONCRETE</i>							
a) 8 inches GAB, 6 inches Concrete	SQ FT	\$10.25	\$45.00	\$750.00	\$20.00	\$61.11	
b) 4 inches concrete	SQ FT	\$9.95	\$12.00	\$200.00	\$18.00	\$7.50	
<i>PART IV. LANDSCAPE</i>							
a) Seed and Straw	EA	\$20.00	\$20.00	\$300.00	\$15.00	\$20.00	
b) Sod (Type)	EA	\$25.00	\$25.00	\$500.00	\$50.00	\$25.00	
c) Pine Straw	EA	\$5.00	\$10.00	\$200.00	\$10.00	\$10.00	
d) Landscape Complete	SQ FT	\$5.00	\$7.50	\$95.00	\$2.50	\$5.00	
<i>PART V.</i>							
a) Relocate meter out of sidewalk	EA	\$650.00	\$750.00	\$1,800.00	\$1,000.00	\$875.00	
b) Replace curb stop	EA	\$350.00	\$125.00	\$900.00	\$400.00	\$850.00	
c) Replace meter	EA	\$40.00	\$100.00	\$1,800.00	\$170.00	\$125.00	
d) Install backflow	EA	\$40.00	\$350.00	\$2,000.00	\$100.00	\$163.00	

It is the recommendation of Purchasing and Public Works that this contract be awarded to Mark Turner Grading, Inc. and HD Excavations & Utilities, LLC. Please prepare any necessary paperwork to present to Mayor and Council for approval.

# City of Statesboro

## Public Utilities Department



**To:** Jason Boyles  
Assistant City Manager

**From:** Matt Aycok  
Assistant Public Utilities Director

**Date:** 07-08-2024

**RE:** Professional Services Agreement with Hussey Gay Bell Engineering Inc. for  
FY2025 Quail Run Subdivision Sewer Extensions

**Policy Issue:** Purchasing

**Recommendation:** Consideration of a motion to award a contract to Hussey Gay Bell Engineering, Inc. in the amount of \$79,100 to provide survey, design, permit, bid and contract administration services for the extension of sanitary sewer services to the Quail Run subdivision. If approved, this project will be funded using American Rescue Plan Act (ARPA) funds as approved in FY2025 CIP Project WWD-32-H.

**Background:** As part of the City's ongoing efforts to extend utility services to current unserved areas, the decision was made to initiate the process to install sewer services in the Quail Run Subdivision. This subdivision is currently served by City water. However, sewer services have not been available. This sewer extension project has been in the CIP for many years and was to be funded originally from system revenues until the recent availability of ARPA funding.

**Budget Impact:** This project was approved to be paid for with ARPA funds in FY2025 under CIP Project # WWD-32-H.

**Council Person and District:** All

**Attachments:** Hussey Gay Bell Engineering, Inc. Proposal for Engineering Services

June 20, 2024

Mr. Steve Hotchkiss  
Director of Public Works  
City of Statesboro  
P.O. Box 348  
Statesboro, GA 30459

**Re: Proposal for Professional Services for the Quail Run Sewer Improvements  
City of Statesboro, Georgia**

Dear Mr. Hotchkiss:

Hussey Gay Bell is pleased to present our proposal for engineering services for the extension of sewer service to the residents of the Quail Run subdivision. Currently, the City of Statesboro only provides water service to the neighborhood. The proposed sanitary sewer system will transport wastewater to a proposed lift station and force main being constructed as part of the Stockyard Road Subdivision project.

The scope of the project includes planning, design, permitting and construction services for the installation of:

- Approximately 3,300 LF of 8" Sanitary Sewer.
- A connection to the proposed lift station by others.
- 

The specific scope of services is as follows:

**I. SUPPORT SERVICES**

- (a) **Topographic Survey** - HGB will perform a topographic survey to locate existing facilities, physical ground elevations and underground utilities based on apparent and obvious appurtenances to serve as a basis for design of the new components.
- (b) **Wetlands Delineation** - HGB will delineate wetlands along the project route and survey wetlands boundaries for use in wetland permitting, if necessary.
- (c) **Wetlands Permitting** - Wetlands impacts are not expected with this project and wetlands permitting is not included in this proposal. If wetlands permitting is necessary for the project, HGB will provide a fee proposal based on the permitting services required for the project.
- (d) **Easement Plat Preparation** - HGB will provide easement plats necessary for obtaining easements for the project on a per property basis.



- (e) **Easement Acquisition** – HGB will obtain a subconsultant for assistance with the acquisition of required easements. An allowance is provided in this proposal.
- (f) **Geotechnical Investigation** – A geotechnical investigation is not expected to be required for this project and not included in this proposal.

## II. DESIGN

- (a) **Preliminary Design** - The preliminary design will include a concept report, preliminary plans and exhibits showing the proposed lift stations and alignment for the proposed force main. The preliminary design packages will be submitted to the City of Statesboro staff for review and approval at the 30% design phase.
- (b) **Final Design** - HGB will prepare final (100%) construction plans and specifications. These documents will be submitted to the City of Statesboro staff for final review and approval.

## III. PERMITTING

- (a) **Permitting** - HGB will submit application packages for the necessary permits required for this project. Some agencies to which permit applications may be required include Georgia EPD and the Georgia Soil and Water Conservation Commission.

## IV. BIDDING

- (a) **Bidding and Award** - HGB will assist the City of Statesboro with the bidding process including advertising the project, distributing bid packages, attending pre-bid meetings, addressing RFI's, preparing addenda, attending bid openings, evaluation of bid proposals and providing a recommendation of award.

## V. CONSTRUCTION SERVICES

- (a) **Contract Administration** - HGB will provide contract overview and administration services including attending a pre-construction meeting with the City of Statesboro and the Contractor, reviewing shop drawings, responding to RFIs, reviewing change order requests, reviewing pay requests, attending progress meetings and reviewing project close-out documents.
- (b) **Construction Overview** - HGB will provide periodic construction observation services during the construction phase of the project upon request from the City of Statesboro at the hourly rate in the attached Schedule of Hourly Rates.

- (c) **As-builts and Close-out Documents** - HGB will prepare as-built drawings based on contractor-supplied information, provide all O&M manuals, project warranties and all other necessary close-out documents to complete the project.

Our fee structure is as follows:

<b>I.</b>	<b><u>Support Services</u></b>		
(a)	Topographic Survey	\$	14,000.00
(b)	Wetlands Delineation	\$	5,900.00
(c)	Wetlands Permitting	\$	N/A
(d)	Easement Plat Preparation per Property	\$	500.00
(e)	Easement Acquisition Assistance	\$	6,000.00
(f)	Geotechnical Investigation	\$	N/A
<b>II.</b>	<b><u>Design</u></b>		
(a)	Preliminary Design (30%)	\$	10,200.00
(b)	Final Design (100%)	\$	12,000.00
<b>III.</b>	<b><u>Permitting</u></b>		
(a)	Permitting	\$	7,000.00
<b>IV.</b>	<b><u>Bidding</u></b>		
(a)	Bidding and Award	\$	6,500.00
<b>III.</b>	<b><u>Contract Administration</u></b>		
(a)	Contract Overview and Administration	\$	12,750.00
(b)	Construction Observation	\$	Hourly
(c)	As-builts and Close-out Documents	\$	4,250.00

We appreciate the opportunity to present this proposal and will gladly accept a signed copy as our authorization to proceed with this project.

Sincerely,  
**HUSSEY, GAY, BELL & DEYOUNG, INC.**



C.J. Chance, P.E.  
COO of Georgia Operations

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

## GENERAL CONDITIONS

These GENERAL CONDITIONS are attached to and made a part of the Letter Agreement dated June 20, 2024, between the **CITY OF STATESBORO, GA** (Client) and **HUSSEY, GAY, BELL & DEYOUNG, INC.** (Engineer) and pertain to the project described therein.

### 1. CLIENT'S RESPONSIBILITIES.

1.1 The Client shall make available access by the Engineer to public and private property as is required to perform such investigations as are appropriate to obtain data for development of the Project.

1.2 The Client shall designate in writing a Representative for the work under this Agreement. The Client's Representative shall have complete authority to transmit the Client's instructions, policy and decisions pertaining to the project.

1.3 The Client shall furnish, in writing, any limitations in the overall project budget. This information shall be furnished at the beginning of the project.

### 2. ENGINEER'S RESPONSIBILITIES.

2.1 Services performed by the Engineer under this agreement will be performed in a manner consistent with the standard of care exercised by other members of the profession currently engaged in similar work in the area and practicing under similar conditions. No representation, either expressed or implied, or no guarantee or warranty is included or intended in this agreement.

2.2 Based on the mutually accepted program of work and Project budget requirements, the Engineer will prepare, for approval by the Client, documents consisting of drawings and other documents appropriate for the Project, and shall also submit to the Client, if part of the Scope of Work, a Statement of Probable Cost for the Project. The Engineer will make every reasonable effort to perform services to accommodate the Client's budgetary limitations pertaining to total project construction cost. However, such limitations will not be cause or reason to require the Engineer to furnish any product or instrument of service that is not consistent with the standard of care as described in Article 2.1.

2.3 A change in scope of work, after the start of work, may influence the fees and the schedule as stated in this proposal. Delay in providing information requested and/or review of documents in a reasonable amount of time is a change in the scope of work. The Client will be notified, as soon as reasonably possible, when a change order has occurred. The notification will include cost and design schedule impact. The fee for changes in the scope of work will be per Article 3, Additional Services, in the General Conditions.

3. ADDITIONAL SERVICES.

3.1 Additional services will be provided upon written agreement signed by both parties. Additional services shall be paid for by the Client as provided in these General Conditions in addition to the compensation for the services described in the Letter Agreement. The following services, if not described in the Letter Agreement, shall be considered Additional Services:

3.1.1 Providing a program study for the Project.

3.1.2 Providing financial feasibility or other special studies.

3.1.3 Providing planning surveys, site evaluation, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions, required for approvals of governmental authorities or others having jurisdiction over the Project.

3.1.4 Providing coordination of Work performed by separate contractors or by the Client's own forces.

3.1.5 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Engineer.

3.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

3.1.7 Providing services of consultants other than contracted engineering services for the Project.

3.1.8 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice.

3.2 Payment for Additional Services shall be as agreed upon in writing by both parties. Payment shall be based on a lump sum derived from a definitive scope of work developed by the Client and Engineer or on the basis of hourly rate and expenses. Time charges shall be in accordance with the Engineer's Schedule of Hourly Rates, which is attached hereto and is a part of this Agreement. Reimbursable Expenses are as defined in ARTICLE 4 of these General Conditions. Payment for consultants other than the Engineer or services by others shall be paid for at 1.1 times their invoiced amount. Payment for travel by Company or private vehicle shall be made at the rate of \$0.55 per mile.

4. REIMBURSABLE EXPENSES.

4.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Engineer and the Engineer's employees in the interest of Project for the expenses listed in the following Subparagraphs:

4.1.1 Expense of transportation in connection with the Project; living expenses in connection with out-of-town travel; long distance communications; and fees paid for reviews or seeking approval of authorities having jurisdiction over the Project.

4.1.2 Expense of reproductions, postage and handling of Drawings, Specifications, and other documents, excluding reproductions for the office use of the Engineer.

4.1.3 Expense of data processing and photographic production techniques when used in connection with Additional Services.

4.1.4 If authorized in advance by the Client, expenses of overtime work requiring higher than regular rates.

4.1.5 Expense of renderings, models and mark-ups requested by the Client.

4.1.6 Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client in excess of that normally carried by the Engineer.

## 5. PAYMENT TO THE ENGINEER.

5.1 Billing will be accomplished monthly with payment due upon receipt of the Engineer's invoice. Payment will be credited first to any interest owed to Engineer, and then to principal. Client recognizes that prompt payment of Engineer's invoices is an essential aspect of the overall consideration Engineer requires for providing service to Client. Client agrees to pay all charges not in dispute within 30 days of invoice date. Any charges held to be in dispute shall be called to Engineer's attention within ten days of receipt of Engineer's invoice. If Client contests an invoice, Client shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

5.2 If the Client fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

5.2.1 Amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

5.2.2 Engineer may, after giving seven days written notice to Client, suspend services under this Agreement until Client has paid in full all amounts due for services, expenses, and other related charges. Client hereby waives any and all claims against Engineer for any such suspension.

5.3 If after the Effective Date any government entity takes a legislative action that imposes taxes, fees or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Client shall reimburse Engineer for the cost of such invoiced new



taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the original terms of this Agreement.

## 6. CONSTRUCTION COST.

6.1 It is recognized that neither the Engineer nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Engineer.

## 7. OWNERSHIP OF DOCUMENTS.

7.1 Drawings, Specifications, field data, notes, reports, calculations, test data, estimates and other documents as instruments of service are and shall remain the property of the Engineer whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the Client's use and occupancy of the Project. The Client shall also be permitted to retain electronic copies of all data, drawings, models, specifications and other documents that have been prepared in connection with specific projects. The Client may utilize the aforementioned work products for which the Engineer has been paid. Reuse of such data or information by the Client for any purpose other than that for which prepared shall be at the Client's sole risk, and the Client agrees to defend and indemnify Engineer for all claims, damages, costs, and expenses arising out of such reuse by the Client.

7.2 One set of deliverables including maps/prints/reports will be submitted for each project as appropriate. Terms for provision of additional copies and other deliverable requirements will be established as part of each project scope of work. Electronic copies of all deliverables will be made available to the Client if requested. The exact file format of the deliverable will depend on the project goals and software utilized by the Engineer, and shall be coordinated with the Client as part of the project. The Engineer shall retain these records for a period of two (2) years following their completion during which period additional paper copies and electronic files will be made available to the Client at reasonable times.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Engineer's rights.

7.4 Only documents that are hard copies and have been signed and sealed by a representative of Engineer are documents of record for this project. The documents of record have been produced for this project only and for a given time. The documents are not to be used for any other project, or any other location, or and after two years beyond their date of issuance. The use of these documents on other projects or at a time other than as stated may have an adverse effect. All other documents, including electronic files, are documents for information only and are not documents of record.

8. TERMINATION OF AGREEMENT.

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the Client upon at least seven days' written notice to the Engineer in the event that the Project is permanently abandoned.

8.3 In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all services performed to termination date, together with Reimbursable Expenses then due.

9. ABANDONED OR SUSPENDED WORK.

9.1 Nothing in this Agreement nor in any document, report or opinion of the Engineer shall infer or imply that the Engineer's Services will be furnished on a contingent basis.

9.2 If the Project or any part thereof is abandoned or suspended in whole or in part by the Client for any reason other than for default by the Engineer, the Engineer shall be paid for all services performed prior to receipt of written notice from the Client of such abandonment or suspension.

10. INDEMNIFICATION.

10.1 The Engineer shall indemnify and hold the Client harmless from claims, liability, losses, and causes of action to the extent caused by any willful or negligent act, error, or omission of the Engineer, including those parties contracted by the Engineer as subcontractors, incidental to the performance of the Services under this Agreement.

11. LIMITATION OF LIABILITY.

11.1 Work to be performed and services rendered by the Engineer under this Agreement are intended for the sole benefit of the Client. Nothing herein shall confer any rights upon others or shall refer any duty on the part of the Engineer to any person or persons not a party to this agreement including, but not limited to, any contractor, sub-contractor, supplier, or any agent, employee, insurer, or surety of such person or persons.

11.2 The Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for the Contractor's failure to enforce safety requirements set forth by Federal, State and Local agencies. The Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor,

Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

11.3 The Client agrees to limit the Engineer's and its employees' liability to the Client and to all construction Contractors and Subcontractors on the project, due to the Engineer's negligent acts, errors, or omissions to meet the professional service standard of care requirements, such that the total aggregate liability of the Engineer to those named shall not exceed \$2,000,000 and the per claim liability shall not exceed \$1,000,000. This Client standard liability cap shall apply to all projects under this agreement including associated addenda, and any change orders for specific projects. This standard liability cap may be adjusted for distinct individual projects by mutual written consent of both parties as warranted by specific project conditions.

11.4 Engineer, its principals, employees, agents or consultants shall perform no services relating to the investigation, detention, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials except as specifically provided for in the Letter Agreement. The Engineer shall have no liability for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials") except as specifically provided for in the Letter Agreement.

## 12. MISCELLANEOUS PROVISIONS.

12.1 This Agreement shall be governed by the law of the principal place of business of the Engineer.

12.2 The Client and the Engineer, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the Client nor the Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

12.3 This Agreement represents the entire and integrated agreement between the Client and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Engineer.

***Revised 3-10-16***

**SCHEDULE OF HOURLY RATES**

Rate Effective  
3/1/2023

Principal Engineer	235.00
Professional Engineer (Testimony and Preparation)	395.00
Engineer V / Associate	215.00
Engineer IV	195.00
Engineer III	180.00
Engineer II	175.00
Engineer I	165.00
Assistant Engineer	150.00
Technician III	140.00
Technician II	130.00
Technician I	120.00
Landscape Architect	160.00
Senior Project Representative	125.00
Project Representative	110.00
Registered Land Surveyor III	190.00
Registered Land Surveyor II	165.00
Registered Land Surveyor I	150.00
3-Man Survey Crew	200.00
2-Man Survey Crew	190.00
1-Man Survey Crew	165.00
Senior Administrative	130.00
Administrative	85.00

SCHEDULE OF REIMBURSABLE RATES  
January 2019

**REPRODUCTION COSTS PER PAGE:**

**Plan Sheets – Bond (B/W)**

11 x 17 / 12 x 18	\$ 0.60
24 x 36	\$ 1.50
30 x 42	\$ 2.15

**Plan Sheets – Bond (Color - Line)**

11 x 17 / 12 x 18	\$ 3.25
24 x 36	\$24.00
30 x 42	\$35.00

**Plan Sheets – Bond (Color – Solid Fill)**

11 x 17 / 12 x 18	\$ 4.75
24 x 36	\$48.00
30 x 42	\$70.00

**Plan Sheets – Mylar (B/W)**

24 x 36	\$15.60
30 x 42	\$22.75

**Specifications (B/W)**

8.5 x 11	\$ 0.20
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**CD / Flash Drives**

Actual costs including media costs  
and staff time at standard rates

**OVERNIGHT DELIVERY:** Cost + 10%

**AUTO MILEAGE:** \$0.54 per mile

**AIRFARE:** Actual Cost  
(Economy Class – Domestic; Business Class – Foreign)

**ROOM & BOARD:** Actual Cost



# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Ginny Hendley  
John C. Riggs  
Shari Barr



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

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

**To:** Mayor and Council

**Date:** July 11, 2024

**RE:** July 16, 2024 City Council Agenda Items

**Policy Issue:** Acceptance of Councilmember Phil Boyum's resignation as City Council District 1 Representative effective immediately or effective August 1<sup>st</sup>.

**Background:** Councilmember Phil Boyum announced he will submit his resignation letter from City Council at the July 16th meeting with an effective date of August 1st.

**Council Person and District:** District 1

**Attachments:**

Mon, Jun 24 at 2:38 PM

Phil Boyum



**Councilman Phil Boyum**



2m · 

Since the word is out: I will be resigning my position as District 1 Councilmember in order to move closer to my parents full-time as they advance in years. I'll submit my resignation letter at the July 16th meeting, so the remaining council members have time to call for a special election in November. It's been an honor to serve the citizens of Statesboro for nearly 12 years and I am proud to leave the city in the best financial shape of the last two decades.

Also gave a statement to the Herald.

It's been an honor but my time has come. Family first. 🖐️



# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
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Shari Barr



Jonathan M McCollar, Mayor  
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Leah Harden, City Clerk  
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50 EAST MAIN STREET • P.O. BOX 348  
STATESBORO, GEORGIA 30459-0348

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

**From:** Cain Smith, City Attorney

**Date:** July 10, 2024

**RE:** July, 2024 City Council Agenda Items

**Policy Issue:** Consideration of resolution to set special election for District 1 vacancy on November 5, 2024

**Recommendation:** Approval

**Background:** Councilman Boyum has proposed to tender his resignation as District 1 representative on July 16, 2024. In the event said resignation is tendered by Councilman Boyum and accepted by Mayor and Council, this resolution would allow for a special called election to fill the District 1 vacancy on November 5, 2024.

**Budget Impact:** None

**Council Person and District:** Phil Boyum, District 1

**Attachments:** Resolution

RESOLUTION 2024-20: A RESOLUTION CALLING FOR A SPECIAL ELECTION TO FILL THE UNEXPIRED TERM OF THE VACANT DISTRICT ONE COUNCIL SEAT; FIXING THE QUALIFICATION FEE FOR CANDIDATES, and AUTHORIZING PUBLICATION

THAT WHEREAS, at the Regular City Council Meeting on July 16, 2024 the Mayor and City Council accepted the resignation of Councilman Phil Boyum, and declared the District 1 City Council Seat vacant;

WHEREAS Section 2-3 of the Charter of the City of Statesboro provides that in the event a vacancy occurs on the City Council for any reason other than the expiration of the term of office a Special Election to fill the unexpired term shall be held in accordance with the Georgia Election Code, O.C.G.A., Title 21;

WHEREAS, O.C.G.A. § 21-2-131 requires the governing body to fix the candidate qualification fee, and authorize the publication of a notice of such fee at least THRITY-FIVE (35) DAYS prior to a special election;

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

Section 1. That a Special Election is hereby called for the purpose to filling the unexpired term of the vacant District 1 City Council seat;

Section 2. That the Special Election called for the purpose of filling the unexpired term of the vacant District 1 City Council seat shall occur on November 5, 2024 from the hours of 7:00 a.m. to 7:00 p.m.;

Section 3. Pursuant to O.C.G.A. § 21-2-131 the qualification fee for candidates for this Special Election to fill the unexpired term of the vacant District 1 City Council seat is hereby set at THREE PERCENT (3%) of the total gross salary of the office in the preceding calendar year which is \$330.00.

Section 4. That the dates and times for candidates to qualify for this Special Election shall begin **at 8:30 a.m. on Tuesday, July 30, 2024 and end at 5:00 p.m. on Thursday, August 1, 2024;**

Section 5. That the place for candidates to qualify for this Special Election is the Office of the City Clerk located in City Hall at 50 East Main Street, Statesboro, Georgia 30458;

Section 6. That the last day to register to vote for this Special Election is **October 7, 2024.**

Section 7. That the City Clerk, Leah Harden, is hereby authorized and directed to publish notice of this qualifying fee as well as all other notices required by law for this Special Election.

Section 8. That this Resolution shall be and remain effective from and after its date of adoption

Adopted this 16th day of July, 2024

CITY OF STATESBORO, GEORGIA

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Jonathan McCollar, in his capacity as  
Mayor of the City of Statesboro

Attested to by:

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