



**July 18, 2023 5:30 pm**

1. Call to Order by Mayor Pro Tem Shari Barr
2. Invocation and Pledge of Allegiance by Councilmember John Riggs
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 06-20-2023 Work Session Minutes
    - b) 06-20-2023 Council Minutes
    - c) 06-20-2023 Executive Session Minutes
5. Consideration of a motion to approve **Resolution 2023-30**: A Resolution amending the Housing Assistance Policy of the City of Statesboro.
6. Public Hearing and Consideration of a Motion to Approve:
  - A) **APPLICATION AN 23-05-03**: Jared O’Sako requests annexation of an approximately 54.06 acre property in order to develop a single-family detached subdivision located on Cawana Road.
  - B) **APPLICATION RZ 23-05-04**: Jared O’Sako requests a Zoning Map Amendment from the R-40 (Single-Family Residential) to the R-6 (Single-Family Residential) zoning district in order to develop approximately 142 homes on 54.06 acres of property located on Cawana Road.
7. Public Hearing and Consideration of a Motion to Approve: **APPLICATION SE 23-06-01**: Encore Capital Management LLC, request a special exception from the R-3 (Medium Density Residential) zoning district in order to allow for a real estate property office on approximately 4.399 acres of property located at 1301 Fair Road.
8. Public Hearing and Consideration of a Motion to Approve: **APPLICATION RZ 23-06-02**: Mitchell Ball request a Zoning Map Amendment from the R-20 (Single-family residential) zoning district to the R-2 (Townhouse Residential) zoning district in order to develop approximately 78 units on 11.54 acres at 380 Westside Road.
9. Public Hearing and First Reading of **Ordinance 2023-07**: An Ordinance amending Appendix A Zoning of the Statesboro Code of Ordinances in order to implement Article XXXII creating security requirements for apartment complexes, namely camera systems and controlled vehicular access.

10. Public Hearing and First Reading of **Ordinance 2023-08**: An Ordinance amending Chapter 18 Businesses of the Statesboro Code of Ordinances in order to implement Article XI creating licensing and operational requirements for event spaces.
11. Consideration of a motion to approve **Ordinance 2023-09**: An Ordinance amending Section 82-176 of the Statesboro Code of Ordinances regarding Aid to Construction (ATC) fees.
12. Public Hearing and Consideration of a motion to approve **Resolution 2023-33**: A Resolution to increase Council compensation.
13. Consideration of a motion to approve **Resolution 2023-34**: A Resolution to adopt the first amendment to the City of Statesboro Schedule of Fees, Rates, and Fines for Fiscal Year 2024.
14. Consideration of a motion to approve **Resolution 2023-35**: A Resolution authorizing execution of documents with Truist for Refunding Revenue Bond necessary to refinance the installation of public infrastructure in the Old Register TAD.
15. Consideration of a motion to approve **Resolution 2023-36**: A Resolution authorizing and directing City of Statesboro to appropriate available and uncommitted funds in its budget for the current fiscal year and future fiscal year budgets in an amount equal to the sum of an deficiency in the payment of debt service, if any, on the City of Statesboro, Georgia Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), Series 2023, anticipated to be issued and delivered on or about August 15, 2023.
16. Consideration of a motion to approve **Resolution 2023-37**: A Resolution to accept 2022 Assistance To Firefighters Grant for The City Of Statesboro, Georgia in the amount of \$101,374.54 with a 10% match in the amount of 10,137.45. These funds will be used to purchase new Self-Contained Breathing Apparatus Air Compressor and Cascade System as well as the Fire Department Physician Program.
17. Consideration of a motion to approve a sole source purchase and installation from Municipal Emergency Services (MES) Inc. in the amount of \$70,856.70 for a Revolveair SCBA Air Compressor and Cascade system. This purchase is paid for from AFG grant funds.
18. Consideration of a motion to approve an Intergovernmental Agreement with the City of Brooklet to provide sewer treatment services.
19. Consideration of a motion to approve award of contract in the not to exceed amount of \$380,000 to Goodwyn Mills Cawood (GMC), in collaboration with Bulloch County, for the Statesboro-Bulloch County Long Range Transportation Plan. Fifty percent (50%) matching funds pledged by the City of Statesboro from the 2018 TSPLOST fund.
20. Consideration of a motion to approve a Memorandum of Understanding (MOU) between the City of Statesboro and Bulloch County for resurfacing of Cawana Road.

21. Consideration of a motion to award a contract to Sikes Brothers Inc. in the amount of \$1,942,128.35 for the FY2023 annual resurfacing project for work based on unit prices in the contractor's bid. This project is paid for by GDOT LMIG funds and 2018 TSPLOST funds.
22. Other Business from City Council
23. City Managers Comments
24. Public Comments (General)
25. 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)
26. Consideration of a Motion to Adjourn



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CITY OF STATESBORO  
WORK SESSION MINUTES  
JUNE 20, 2023

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Mayor & Council Work Session

50 East Main Street

3:00 PM

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A Work Session of the Statesboro City Council was held on June 20, 2023 at 3:00 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Paulette Chavers, Venus Mack, John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles, Assistant to the City Manager Olympia Gaines, and Public Information Officer Layne Phillips. Absent was Councilmember Phil Boyum.

### **1. Unified Development Code**

Caleb Racicot with TSW presented an update of the urban forest standards of the draft City of Statesboro Unified Development Code. The May work session included a review of the how the draft UDC would build upon the 35% tree canopy standard which included the preservation of large canopy trees, larger replacement trees, irrigation and maintenance and under brushing standards. Further standards discussed include the elimination of small canopy trees from calculations and placing a cap on genus of trees used on a site. These discussions were focused on single family developments. After some research we have come up with four additional options which are modifications of the current standards. Option one would be an expansion to the amenity space in all residential districts, except R-2 and R-40. Option two would require every new single family home to have a least one medium or one large tree at all times. Option three would require every single family lot to have at least two medium or large trees at all times. And option four would require every single family lot to meet reduced canopy-based requirement. Mr. Racicot stated that options two and three would be the easiest for the city to administer.

Mayor Pro Tem Shari Barr asked about combining option one and option two as a requirement.

Mr. Racicot stated Statesboro has a lot of smaller lots so there is a balancing act that needs to be considered.

After further discussion direction was given to include options one and two as an either or option and that if 10% of the trees are preserved that would apply to the amenity space.

A second public meeting will take place on July 10<sup>th</sup>, an update will be presented to Mayor and Council at the August work session and the first reading with either be at the second meeting in August or the first meeting in September.

At 3:35 pm Councilmember Venus Mack joined the meeting.

Mayor Pro Tem Shari Barr asked where we are on the regulation of scooters in Statesboro.

City Manager Charles Penny stated that between Caleb and staff a report will sent to Mayor and Council with a recommendation on scooter regulations.

## **2. Food Bank Building Plans**

Shelia Leach with the Statesboro Food Bank began her presentation stating in 2021 the food bank learned that their current facility was to be torn down to create a senior apartment complex. The board of trustees decided it would be best to purchase land and build a new facility. The City of Statesboro Mayor and City Council along with the Bulloch County Commissioners partnered with the Food Bank with one million dollars of relief funds they received from the federal government. A site was chosen and purchased on Northside Drive West and \$760,000 remains for the facility's development and construction. Ms. Leach showed a rendition of what the new building would look like which includes a 6500 sq. feet warehouse and a 5,500 sq. feet public area. The planning and construction began with concept studies done by four GSU interior design students. A bid was sent out to 19 architects and builders, five responses were received. The consulting architect is Frank D'Angelo, the consulting civil engineer is Parker Engineering and the builder is Pearce Building Systems. The total budget for the new facility is \$2,023,729, taking away \$240,000 for the land purchase and \$180,000 of in kind contributions leaving a remaining balance of \$1,600,729. Other funding sources include \$145,000 from the Food Bank's new building fund and the remaining \$760,000 from the city and county contribution. The remaining \$696,000 are being sought through an educational campaign to individuals, businesses, foundations, agencies and corporations. The timeframe begins with a ground breaking on June 27<sup>th</sup> moving into the warehouse in October and then moving into the public area in November. A grand opening will take place in January 2024.

Councilmember Paulette Chavers asked what the process is for individuals in need to receive food.

Ms. Leach stated the food bank has two inventories of food, one is USDA and one is local. In order to receive the USDA food the federal government requires paperwork to be filed on individuals who receive food out of that inventory. The local food inventory goes to anyone in need, no paperwork required. Nobody is turned away. The food bank is open Monday, Tuesday, Wednesday, Friday and food pick up is from 11 am to 2 pm.

## **3. City Campus Update**

Dominique Halaby, Associate Provost for Innovation and Commercialization gave an update on the expansion to the incubator paid for with the 2 million in funds received from EDA and a City of Statesboro match of \$500,000. The Downtown Development Authority owns the property. Now the rendering submitted in EDA grant application consists of seven suites and a fab lab. There have been discussions in terms of a training space so, we made it a point to move the spacing to create more meeting, more co-working, training space. When we were going through this process, we saw an opportunity to go through the Downtown Development Authority to solicit additional funding from the state. The rendering used to solicit additional state funding was created by DPR Architect increasing the footprint with more collaboration and meeting space. The challenge was we had to have an affirmative response from the state before we could issue bids. We ended up with just one bid over \$4 million with a budget of \$2.5 million. So we have to revert back to the original plan to save the \$2 million though we want to make sure we can put in place the commitments we have to the Department of Commerce, to the EDA, and equally to the City of Statesboro to incorporate a facility that has a degree of flexibility though it may not be as large as we were hoping for but satisfy all the terms in the agreement. The largest conference room can accommodate 35 individuals. Mr. Halaby presented a rendering that was submitted in the current bid package which are due back June 29<sup>th</sup>. We had a good response from the mandatory pre bid last week. We anticipate to have a signed contract by August 1<sup>st</sup> and construction to begin first of September.

Dominique introduced Patrick Woock, the new Director for the Business Innovation Group. Mr. Woock stated when he got here one thing he looked at is how do we "create" entrepreneurs. We need to have a pathway to do that by creating a program that works with individuals for 12 months. It begins with a little idea and bringing it to the end to where you get funding. We don't just want to create things but bring the community in, bring the entrepreneurs in to our center and to inspire them. It is about access to resources and making them available to everyone in the community.

#### **4. Small Business Recruiter**

Alan Gross the small business recruiter gave a strategy and progress report. The strategy begins with “what is my story” and “who am I telling it to” these two questions are answered through data. Instead of presenting 50 pages of data to potential businesses highlight major points of interest such as the new jobs coming to our area, new developments, and three post-secondary schools. Another point of interest are developments that have come to the area such as Publix. Additional data points is that hotel/motel revenues have increased 100% over the past ten years, 59% of Statesboro’s population is 18-34 years old, new development growth such as the west district and Tormenta stadium and Statesboro is an economic draw for the entire region. Residents of surrounding counties come here for employment, entertainment and shopping. Potential opportunities are for women’s beauty products, pet supplies, home good products, fine dining, boutique hotel, downtown mixed-use development, and/or a downtown sports complex. The two main targets for “who am I telling” is site selectors and developers. Downtown and within Statesboro bring in two different types of retailers. The ultimate goal is to be the first point of contact for these site selectors and developers interested in Statesboro. Networking with potential businesses as well as property owners of vacant space in the city is key to bringing potential retailers to Statesboro.

#### **5. Apartment Security Ordinance**

City Attorney Cain Smith began his presentation of the draft ordinance stating it would become a part of Appendix A (Zoning) being Section 3201 of the Statesboro Code of Ordinances. The definition of an apartment complex is a commonly owned parcel containing more than 25 residential units available for short and long term rental or lease. This article shall not apply to apartment complexes existing as of the date this article is approved, but shall apply to any newly constructed apartment complexes, apartment complexes changing ownership, or any apartment complexes being renovated/modified which requires a building permit. This article would not apply to rental communities like Park Place or individually owned condos. Mr. Smith stated he worked closely with Police Chief Mike Broadhead on this. Section 3202 (a) *Camera System* states “every apartment complex shall have video cameras located at all vehicular entrances and exits to the Apartment complex. These systems shall be connected with Fusus or any other data collection system then in use by the Statesboro PD. Video footage must be retained and archived for a minimum of seven days and available for inspection by Statesboro PD in the course of investigating criminal behavior.” Additionally along with the camera systems at those vehicular entrances and exits Section 3202 (b) *Controlled Access* states “every apartment complex shall have controlled, gated access at all vehicular entrances and exits.” That is the extent of the ordinance as it stands. There is not a similar one from any local jurisdiction in the state.

Councilmember Venus Mack asked about the apartment complexes like Park Place that is owned by several different owners. What can we do to get some type of access?

City Attorney Cain Smith stated essentially when it comes down to these condos and those are individually owned units it comes down to condemnation of the entire condominium development. There are a couple of places in Atlanta and a place in Greensboro North Carolina where they did that. It is exceedingly difficult.

Councilmember John Riggs asked about Stadium Walk and it being individually owned units how do we get lights back in there.

Police Chief Mike Broadhead stated we could work with them if they have a Homeowners Association or some kind of ownership association and we could pay to erect something like a flock camera in the common areas that would take a photograph of every plate coming and going. And if there is some city owned property adjacent to it we could place cameras there as well.

City Manager Charles Penny stated we talked about making some grant money available from the ARPA funds interest in the amount of \$80,000. Once we figure out what we want to do we would have to write up something for these grants. There was council discussion about reaching out to the individuals in these individually owned developments asking them to place cameras there.

City manager Charles Penny stated we will come back to you about this in the next session. Once we develop the grant opportunities then that gives us something we can write to them.

## 6. Event Venue Ordinances

City Attorney Cain Smith presented the event venues draft ordinance stating it would become a part of Chapter 18 Article XI of the Statesboro Code of Ordinances. He stated he worked closely with Police Chief Mike Broadhead on this ordinance as well. The definition of an *event* is a private party, live musical concert, performing arts presentation or performance and/or any other type of entertainment. An *event center* is a non-residential location hosting private parties, live musical concerts, performing arts presentations or performances and/or any other type of entertainment that does not hold a valid city alcohol license with a maximum occupancy load exceeding 25 persons. Event centers may host private functions with guest list and no ticket being required. Cover charges are expressly prohibited. And a *host* is a person renting the event center in order to hold an event. Nothing in this section applies to places holding a valid city alcohol license.

Regulations set out in Section 18-321 (a) states that no person, firm, partnership, corporation or other entity shall hold or cause to be held an event without a valid event center license, (b) Statesboro Fire and Police Departments may enter any event in order to assess life safety issues and compliance with this article and may terminate event upon failure to abide by life/safety regulations, (c) host, if applicable and responsible party representing the event center shall be present throughout all events in order to ensure the safety and welfare of event attendees, (d) alcohol is expressly prohibited unless a valid special event or catered event permit is obtained for that time and date, (e) Statesboro Fire department occupancy requirements shall be in effect throughout all events, (f) private parties may only be held with a written contract that shall be available for inspection upon request of Statesboro Fire or Police representatives, and (g) event centers shall have live camera coverage throughout the interior and exterior perimeter and retain footage for no less than seven days following end of event. Camera system must be connected with Statesboro PD Fusus or other currently existing real-time intelligence ecosystem utilized by Statesboro PD.

Section 18-322 sets out the application for a license. Also included in Section 18-323 is the probation, suspension, revocation of license; administrative hearing, administrative hearing fee. Pursuant to City Ordinance 6-9 the administrative judge shall have exclusive jurisdiction over any action brought against any license.

After some council discussion direction was given to strike the word *interior* from Section 18-321 (g) regarding camera coverage.

## 7. Replacement Housing Criteria – Policy Change

Justin Williams presented policy amendments to the Housing Rehabilitation Program. The changes are not dramatic we need to be sure to add additional time to affordability period for replacement housing. There are two sections in the policy needing updates; Section VI-C adding language that refers to the reconstruction of a home increasing the affordability period to ten years and in Section X-B(2) remove the word “replacement” and adding a new section for replacement housing.

City Manager Charles Penny stated that this item is on this evening’s agenda for consideration.

The meeting was adjourned at 5:16 pm.

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Jonathan McCollar, Mayor

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Leah Harden, City Clerk



CITY OF STATESBORO  
COUNCIL MINUTES  
JUNE 20, 2023

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

**1. Call to Order**

Mayor Jonathan McCollar called the meeting to order

**2. Invocation and Pledge**

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

**ATTENDANCE**

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

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

**3. Recognitions / Public Presentations**

**A) Presentation of a retirement award to Jerry Lee Mikell (Wastewater Treatment Plant Operator) who is retiring effective July 1, 2023 after 30 years of service.**

Mayor McCollar presented a retirement award to Jerry Lee Mikell who is retiring effective July 1, 2023 after 30 years of service.

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

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

**A) Approval of Minutes**

**a) 06-06-2023 Council Minutes**

**b) 06-06-2023 Executive Session Minutes**

**B) Consideration of a motion for approval of surplus and disposition of multiple items (e.g. vehicles, equipment, etc.) in the Public Works Streets and Parks Division.**



A motion was made to approve the consent agenda.

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

**6. Public Hearing and Consideration of a Motion to Approve: APPLICATION AN 23-04-01: Bel Air Estates Inc. requests Annexation of an approximately 36.55 acre property in order to develop a single-family detached subdivision located on Beasley Road (Tax Parcel # MS91000013 000).**

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 Venus Mack
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT:</b>	

Director of Planning and Development Kathy Field requested that the public hearing be for the annexation as well as the rezone request (RZ 23-04-01) and that they be approved separately.

Mayor McCollar granted the request.

Lamar Smith spoke in favor of both requests.

Susan Riley spoke against both requests.

A motion was made to close the public hearing.

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

A Motion was made to approve **APPLICATION AN 23-04-01**: Bel Air Estates Inc. requests Annexation of an approximately 36.55 acre property in order to develop a single-family detached subdivision located on Beasley Road (Tax Parcel # MS91000013 000).

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

**7. Public Hearing and Consideration of a Motion to Approve: APPLICATION RZ 23-04-02: Bel Air Estates Inc. requests a Zoning Map Amendment from the R-40 (Single-Family Residential) to the R-6 (Single-Family Residential) zoning district in order to develop approximately 124 homes on approximately 36.55 acres of property located on Beasley Road (Tax Parcel# MS91000013 000).**

\*See the public hearing for the annexation request as it includes the rezone request as well.\*

A motion was made to approve **APPLICATION RZ 23-04-02**: Bel Air Estates Inc. requests a Zoning Map Amendment from the R-40 (Single-Family Residential) to the R-6 (Single-Family Residential) zoning district in order to develop approximately 124 homes on approximately 36.55 acres of property located on Beasley Road (Tax Parcel# MS91000013 000).

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

**8. Public Hearing and Consideration of a Motion to Approve: APPLICATION RZ 23-05-01: Joseph Lanier requests a Zoning Map Amendment from the R-15 (Single-Family Residential) zoning district to the R-6 (Single-Family Residential) zoning district on a portion of an approximately 2.59 acre property in order to develop single family homes at 218 Hill Street (Tax Parcel S39000043 000).**

A motion was made to open the public hearing.

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

Mitchell Ball representing the applicant 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 Venus Mack
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT:</b>	

A motion was made to approve **APPLICATION RZ 23-05-01**: Joseph Lanier requests a Zoning Map Amendment from the R-15 (Single-Family Residential) zoning district to the R-6 (Single-Family Residential) zoning district on a portion of an approximately 2.59 acre property in order to develop single family homes at 218 Hill Street (Tax Parcel S39000043 000).

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

**9. Public Hearing and Consideration of a Motion to Approve: APPLICATION RZ 23-05-02: Jamee & Michael Chalker requests a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the LI (Light Industrial) zoning district in order to place a higher intensity granite fabrication shop at 2735 Northside Drive West (Tax Parcel# S08 000072 000).**

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 John Riggs
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT:</b>	

Michael Chalker the applicant spoke in favor of the request.  
No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **APPLICATION RZ 23-05-02**: Jamee & Michael Chalker requests a Zoning Map Amendment from the CR (Commercial Retail) zoning district to the LI (Light Industrial) zoning district in order to place a higher intensity granite fabrication shop at 2735 Northside Drive West (Tax Parcel# S08 000072 000).

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

**10. Public Hearing and Consideration of a motion to approve Resolution 2023-24: 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 Venus Mack
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT:</b>	

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>	Mayor Pro Tem Shari Barr
<b>SECONDER:</b>	Councilmember John Riggs
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT:</b>	

A motion was made to approve **Resolution 2023-24**: 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>	Councilmember John Riggs
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT:</b>	

**11. Consideration of a motion to approve Resolution 2023-25: A Resolution to adopt the second amendment to the fiscal year 2023 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated.**

A motion was made to approve Resolution 2023-25: A Resolution to adopt the second amendment to the fiscal year 2023 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated

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

**12. Consideration of a Motion to approve Resolution 2023-26: A Resolution to adopt the Fiscal Year 2024 Budget for each fund of the City of Statesboro, Georgia, appropriating the amount shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriations.**

A motion was made to approve Resolution 2023-26: A Resolution to adopt the Fiscal Year 2024 Budget for each fund of the City of Statesboro, Georgia, appropriating the amount shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding available for appropriations.

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

**13. Consideration of a Motion to Approve Resolution 2023-27: A Resolution adopting the Statesboro Schedule of Rates, Fees and Fines.**

A motion was made to approve Resolution 2023-27: A Resolution adopting the Statesboro Schedule of Rates, Fees and Fines.

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

**14. Consideration of a Motion to Approve Resolution 2023-28: A resolution authorizing the Mayor to execute an FY24 Operational Service Agreement with the Coastal Regional Commission of Georgia for public transportation services in assistance with the Georgia Department of Transportation.**

A motion was made to approve Resolution 2023-28: A resolution authorizing the Mayor to execute an FY24 Operational Service Agreement with the Coastal Regional Commission of Georgia for public transportation services in assistance with the Georgia Department of Transportation.

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

**15. Consideration of a Motion to approve Resolution 2023-29: A Resolution accepting the right of way of "Gesmon Neville Lane" as a public street to be owned and maintained by the City of Statesboro.**

A motion was made to approve Resolution 2023-29: A Resolution accepting the right of way of "Gesmon Neville Lane" as a public street to be owned and maintained by the City of Statesboro.

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

**16. Consideration of a motion to approve Resolution 2023-30: A Resolution amending the Housing Assistance Policy of the City of Statesboro.**

A motion was made to table Resolution 2023-30: A Resolution amending the Housing Assistance Policy of the City of Statesboro until we can consult with a GICH representative about grant opportunities and professional advice on this project.

<b>RESULT:</b>	Approved 3-2
<b>MOVER:</b>	Councilmember Phil Boyum
<b>SECONDER:</b>	Councilmember John Riggs
<b>AYES:</b>	Boyum, Riggs, Barr
<b>ABSENT</b>	
<b>NAYS:</b>	Councilmembers Venus Mack & Paulette Chavers

**17. Consideration of a motion to approve Resolution 2023-31: A Resolution to accept a grant from the Governor’s Office of Planning and Budget for the City of Statesboro Police Department in the amount of \$565,942.30.**

A motion was made to approve Resolution 2023-31: A Resolution to accept a grant from the Governor’s Office of Planning and Budget for the City of Statesboro Police Department in the amount of \$565,942.30.

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

**18. Second reading and consideration of a motion to approve Ordinance 2023-05: An Ordinance amending Sections 2-55 and 2-57 of the Statesboro Code of Ordinances in order to expand the One Boro Commission membership to sixteen members and to incorporate the mission and scope of authority of the Healthy Boro mayoral ad hoc committee.**

Councilmember Phil Boyum stated his objection to having 16 members on a committee.



A motion was made to approve **Ordinance 2023-05**: An Ordinance amending Sections 2-55 and 2-57 of the Statesboro Code of Ordinances in order to expand the One Boro Commission membership to sixteen members and to incorporate the mission and scope of authority of the Healthy Boro mayoral ad hoc committee.

<b>RESULT:</b>	Approved 4-1
<b>MOVER:</b>	Councilmember Paulette Chavers
<b>SECONDER:</b>	Councilmember Venus Mack
<b>AYES:</b>	Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	
<b>NAYS:</b>	Councilmember Phil Boyum

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

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>	Councilmember John Riggs
<b>SECONDER:</b>	Councilmember Paulette Chavers
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

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

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>	Mayor Pro Tem Shari Barr
<b>SECONDER:</b>	Councilmember Venus Mack
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

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

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>	Mayor Pro Tem Shari Barr
<b>SECONDER:</b>	Councilmember Venus Mack
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

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

A motion was made to approve an Amendment to Probation Service Contract between City and Judicial Alternatives of Georgia to increase monthly fees paid for regular supervision to \$45/ month and intensive probation to \$55/ month, both representing \$10 monthly increases.

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

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

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

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

**24. Consideration of a motion to approve the updated contract for Municipal Court Software with Justice One formerly Courtware Government Software Solutions to increase per paid citation from \$6 to \$9 (paid by the violator), or \$1500 per month, whichever is greater.**

A motion was made to approve the updated contract for Municipal Court Software with Justice One formerly Courtware Government Software Solutions to increase per paid citation from \$6 to \$9 (paid by the violator), or \$1500 per month, whichever is greater.

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

**25. Consideration of a motion to approve an agreement with Condrey and Associates in the amount of \$52,500.00 to conduct a classification and compensation study beginning July 2023.**

A motion was made to approve an agreement with Condrey and Associates in the amount of \$52,500.00 to conduct a classification and compensation study beginning July 2023.

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

**26. Consideration of a motion authorizing the Mayor to execute purchase agreements for right-of-way acquisition to perform sidewalk construction on W. Main Street. Right-of-way and easement acquisition will be funded by 2018 TSPLOST funds.**

A motion was made to authorize the Mayor to execute purchase agreements for right-of-way acquisition to perform sidewalk construction on W. Main Street. Right-of-way and easement acquisition will be funded by 2018 TSPLOST funds.

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

**At 7:10 pm Councilmember John Riggs left the meeting.**

**27. Consideration of a motion authorizing the Mayor to execute purchase agreements for right-of-way acquisition on Gentilly Road for sidewalk construction. Right-of-way and easement acquisition will be funded by 2018 TSPLOST funds.**

A motion was made to authorize the Mayor to execute purchase agreements for right-of-way acquisition on Gentilly Road for sidewalk construction. Right-of-way and easement acquisition will be funded by 2018 TSPLOST funds.

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

**28. Consideration of a motion to amend contract in the amount of \$18,677.70 with McLendon Enterprises for concrete work to correct curb & gutter conditions not found during project design with the West Main Street Drainage Improvements project. This project will be paid for by the Stormwater fund balance.**

A motion was made to amend contract in the amount of \$18,677.70 with McLendon Enterprises for concrete work to correct curb & gutter conditions not found during project design with the West Main Street Drainage Improvements project. This project will be paid for by the Stormwater fund balance.

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

**At 7:14 pm Councilmember John Riggs rejoined the meeting.**

**29. Consideration of a motion to approve an amendment to the current Georgia Transportation Infrastructure Bank agreement for an extension of spend down date. The city would like to request a 3-year spend down extension. Funds will be used to supplement eligible costs to include right of way (ROW) acquisition and construction costs.**

Mayor McCollar stated a correction to this agenda item to read “2-year spend down extension” not 3-year.

A motion was made to approve an amendment to the current Georgia Transportation Infrastructure Bank agreement for an extension of spend down date. The city would like to request a 2-year spend down extension. Funds will be used to supplement eligible costs to include right of way (ROW) acquisition and construction costs.

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

**30. Consideration of a motion to approve an award of contract to Hubbard and Hudson Construction for renovations of Fire Station 2 in the amount of \$443,800.00. This project will be funded from 2019 SPLOST.**

A motion was made to approve an award of contract to Hubbard and Hudson Construction for renovations of Fire Station 2 in the amount of \$443,800.00. This project will be funded from 2019 SPLOST.

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

**31. Consideration of a motion to approve a Development Agreement with GATA Partners LLC to use \$119,572.00 in TAD funds for installation of private infrastructure within the development commonly known as Mulberry on the Mile located at 233 South Mulberry Street within the South Main Tax Allocation District (TAD 1).**

A motion was made to approve a Development Agreement with GATA Partners LLC to use \$119,572.00 in TAD funds for installation of private infrastructure within the development commonly known as Mulberry on the Mile located at 233 South Mulberry Street within the South Main Tax Allocation District (TAD 1).

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

**32. Consideration of a motion to approve the purchase of a Freightliner knuckle boom Collection truck with a 2024 Freightliner M2 Chassis per Source well (formally NJPA) contract from Solid Waste Applied Technology (SWAT) in the amount of \$212,000.00.**

A motion was made to approve the purchase of a Freightliner knuckle boom Collection truck with a 2024 Freightliner M2 Chassis per Source well (formally NJPA) contract from Solid Waste Applied Technology (SWAT) in the amount of \$212,000.00.

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

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

**34. City Managers Comments**

City Manager Charles Penny stated at the last meeting it was brought up about the Elks Lodge alcohol license. This facility previously had an alcohol license however the facility burned a couple years back and has recently been rebuilt. The grandfathering time for this type of non-conforming use has lapsed. At this time the city cannot accept an application from them because it is located in a residential zoning area. It would take action on the behalf of the City Council to allow us to accept an alcohol application for the Elks Lodge.

A motion was made to approve **Resolution 2023-32**: A resolution waiving the requirements of Chapter 6 and allow processing of an alcohol application for 335 James Street.

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

Mr. Penny reported that a couple meetings ago a discussion took place regarding pay for the Mayor and City Council. The current pay for Councilmembers is \$7500, Mayor Pro Tem \$9250, and for Mayor \$18,500 with the last increase occurring in 2006.

Mayor McCollar requested the Mayors salary remain the same.

A motion was made to direct City Attorney Cain Smith to advertise in the paper the intention of council to increase their compensation from \$7,575.00 to \$11,000.00 and to increase Mayor Pro Tem compensation from 9,342.00 to 13,500.00.

<b>RESULT:</b>	Approved 3-2
<b>MOVER:</b>	Councilmember Venus Mack
<b>SECONDER:</b>	Councilmember Paulette Chavers
<b>AYES:</b>	Chavers, Mack, Riggs
<b>ABSENT</b>	
<b>NAYS:</b>	Councilmember Phil Boyum and Mayor Pro Tem Shari Barr

Mr. Penny stated in the previous work session we were given an update by at the Business Innovation Group regarding the expansion with the grant money received from EDA and with the city’s commitment of \$500,000 for the project asked for input from council.

Councilmember Phil Boyum stated his concern about the training facility is with the city’s contribution in return we were going to get a space for public service trainings. The existing plan does not include a training space to accommodate more than 35 people which is not enough room for some city departments or any type of regional trainings.

City Manager Charles Penny stated he asked if they could look into expanding the meeting area to accommodate 75 to 100 people and Dominique did say they were going to go back to the architect.

Mr. Penny reported on the discussion regarding ice cream trucks which took place at the last meeting. We did some research we found there are no provisions for ice cream trucks in our ordinance. So we wanted to come back to council and say if this is something you want us to do we can make the provisions prepared to bring back to you in ordinance form.

Direction was given to proceed with preparing of an ordinance for ice cream trucks.

Mr. Penny stated that if the Mayor or any Council planned on attending dinner on Saturday evening during the GMA Annual Convention to let him know. He also reminded everyone about the ground breaking for the Food Bank next Tuesday June 27, 2023 at 11:00 am.

**35. Public Comments (General): None**

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

At 7:52 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 Venus Mack
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	



At 8:02 pm a motion was made to exit executive session.

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

Mayor McCollar called the regular meeting back to order.

A motion was made to appoint Beth Harrell, Charly Kinship, Helen Rosko, and Helen Sanders to the Greener Boro Commission, appoint Bob Townsend to the Tree Board and to appoint LaDowndra Robbs Holly Sawyer, and Ellen Murphy to the Keep Statesboro-Bulloch Beautiful Advisory Board.

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

A motion was made to move forward with the first reading of the presented Apartment security draft ordinance from the previous work session.

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

A motion was to move forward with the first reading of the presented Event Center draft ordinance from the previous work session with the removal of “interior” from section 18-321(g).

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

### 37. 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 Venus Mack
<b>AYES:</b>	Boyum, Chavers, Mack, Riggs, Barr
<b>ABSENT</b>	

The meeting was adjourned at 8:05 pm.

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

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

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

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

**Date:** July 10, 2023

**RE:** July 18, 2023 City Council Agenda Items

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

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

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

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Housing Rehabilitation Policy Resolution

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

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

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

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

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

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

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

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

APPROVED this 18<sup>th</sup> day of July, 2023 by the Mayor and Council of the City of Statesboro.

ATTEST:

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

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

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

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

**Date:** July 7, 2023

**RE:** June 18, 2023 City Council Agenda Items

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

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

**Background:** Jared O'Sako requests Annexation of an approximately 54.06 acre property in order to develop a single-family detached subdivision located on Cawana Road.

**Budget Impact:** None

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

**Attachments:** Annexation Ordinance

# CITY OF STATESBORO



## COUNCIL

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

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

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

**To:** Charles Penny, City Manager  
**From:** Justin Williams, Planning & Housing Administrator  
**Date:** July 7, 2023  
**RE:** Cawana Road Annexation: AN 23-05-03

Below is the information regarding this annexation for City Council:

### **Cawana Road Subdivision**

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

This development is located in a potential annexation area in *Statesboro Comprehensive Plan*, therefore the general strategy for development is extremely flexible. The development is adjacent to the “Developing Urban Neighborhood” character area, which generally has a mix of uses in terms of residence types.

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

### **Utility & Infrastructure Revenue**

Calculations for the extension of utilities into the area completed by the Water/Sewer Division determined that the extension of utilities onto the site would be incurred by the developer. These extensions would be maintained by the City. The applicant would be required to pay for both the water and sewer extensions, the taps into the system per unit, as well as the aid to construction fee for each. The Aid to Construction fee is a specific fee associated with the impact that a development would have on the City Wastewater Treatment Plant, and is used exclusively to assist in maintaining this plant. This specific fee is under review and is

estimated to increase to meet current inflation rates, and has been calculated in this briefing to reflect the likely cost upon project development.

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

<b>Infrastructure Revenue to the City</b>			
	Water Tap	Sewer Tap	Aid to Construction
Per Unit Revenue	\$1220	\$600	\$800
Subdivision Total Cost	\$172,020	\$84,600	\$112,800

### **Tax Implications**

As of 2022, the City of Statesboro currently has a millage rate of 7.308 mills. The land value of the property without infrastructure is currently listed by the Bulloch Tax Assessor at \$262,900. Considering that value, the 40% assessed amount will be \$105,160. Within the first year, the general tax rate of the land would be \$768.51. At this time the developer has not specified a price point for each individual home, but equivalent general construction trends within the municipality have shown at minimum, homes starting at \$200,000.

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

### **Economic Impacts**

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

It has been noted by the City Staff, and recommended that a traffic study be conducted to ensure the all traffic issues can be mitigated with the development, and ensure that the increase in density is not significantly reduced upon construction of the units.

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

<b>Total Project Revenue</b>		
	Without Annexation	Proposed Development
Land Value	\$171,600	\$28,200,000
Water/Sewer Improvement	\$0	\$369,400
Property Tax Value (Yearly)	\$0	\$82,434.24

**Subject Property**





# Proposed Development



Ordinance 2023- \_\_:  
AN ORDINANCE TO ANNEX PROPERTY  
INTO THE CITY OF STATESBORO

WHEREAS, the Mayor and City Council of the City of Statesboro, Georgia have received and accepted a petition signed by Laura Hollingsworth, representing 100 percent of the property to be annexed; and

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

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

Section 1. The area contiguous to the City of Statesboro as described in Appendix A, which is attached to and incorporated as part of this ordinance, is hereby annexed into the City of Statesboro and is made a part of said city. Said property also being known as Bulloch County tax map parcel 107 000003 000 and further described under Appendix A:

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

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

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

Section 5. This property shall be zoned R-6 (Single-Family Residential) and located within the Established Residential Neighborhood character area on the City of Statesboro Future Development Map pursuant to the vote of the Statesboro City Council held on July 18, 2023, subsequent to a public hearing regarding the zoning of said property.

Section 6. All ordinances and parts of ordinances in conflict with this ordinance are repealed.  
APPROVED this 18<sup>th</sup> day of July, 2023 by the Mayor and Council of the City of Statesboro.

ATTEST:

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

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

Appendix A

Property to be annexed on the surveys below and more further describes as approximately 54.06 +/- acres of undeveloped land located on Cawana Road (Tax Parcels # 107 00003 000).



# CITY OF STATESBORO

## COUNCIL

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



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

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

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

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

**Date:** July 7, 2023

**RE:** June 18, 2023 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends the Approval of the Zoning Map Amendment

**Background:** Jared O'Sako requests a Zoning Map Amendment from the R-40 (Single-Family Residential) to the R-6 (Single-Family Residential) zoning district in order to develop approximately 142 homes on 54.06 acres of property located on Cawana Road.

**Budget Impact:** None

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

**Attachments:** Development Services Report RZ 23-05-04



# ZONING SERVICES REPORT

P.O. Box 348  
Statesboro, Georgia 30458

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

<b>RZ 23-05-04 ZONING MAP AMENDMENT REQUEST CAWANA ROAD</b>	
<b>LOCATION:</b>	Cawana Road
<b>EXISTING ZONING:</b>	R-40 (Single-Family Residential - County)
<b>ACRES:</b>	54.06 acres
<b>PARCEL TAX MAP #:</b>	107 000003 000
<b>COUNCIL DISTRICT:</b>	District 5 (Barr) – (Projected)
<b>EXISTING USE:</b>	Vacant Lot
<b>PROPOSED USE:</b>	Single-Family Subdivision

**PETITIONER** Jared O’Sako – DR Horton  
**ADDRESS** 30 Silver Lake Road; Bluffton SC, 29909

**REPRESENTATIVE** Haydon Rollings – Hussey Gay Bell  
**ADDRESS** 1100 Brampton Ave, #1; Statesboro GA, 30458

<b>PROPOSAL</b>
The applicant is requesting an Annexation by the 100% method of approximately 54.06 acres of property on Cawana Road. The applicant also requests a Zoning Map Amendment from the R-40 (Single-Family Residential) to the R-6 (Single-Family Residential) zoning district to allow for the development of approximately 149 Single-Family Homes.
<b>STAFF/PLANNING COMMISSION RECOMMENDATION</b>
<b><u>RZ 23-05-04 – CONDITIONAL APPROVAL</u></b>

Case # RZ 23-05-04

Cawana Rd  
Parcel: 107 000003 000

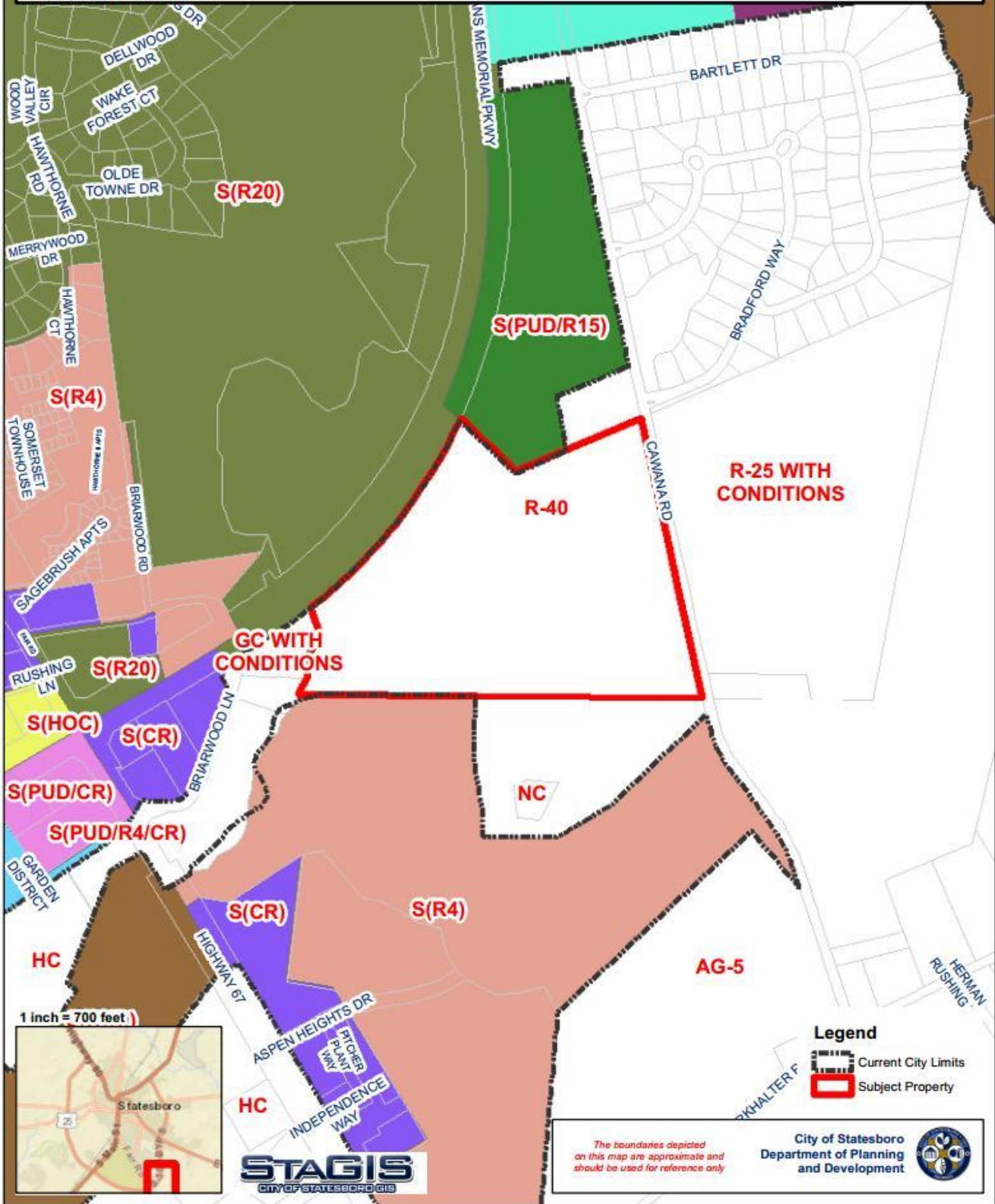
# Location Map



Case # RZ 23-05-04

Cawana Rd  
Parcel: 107 000003 000

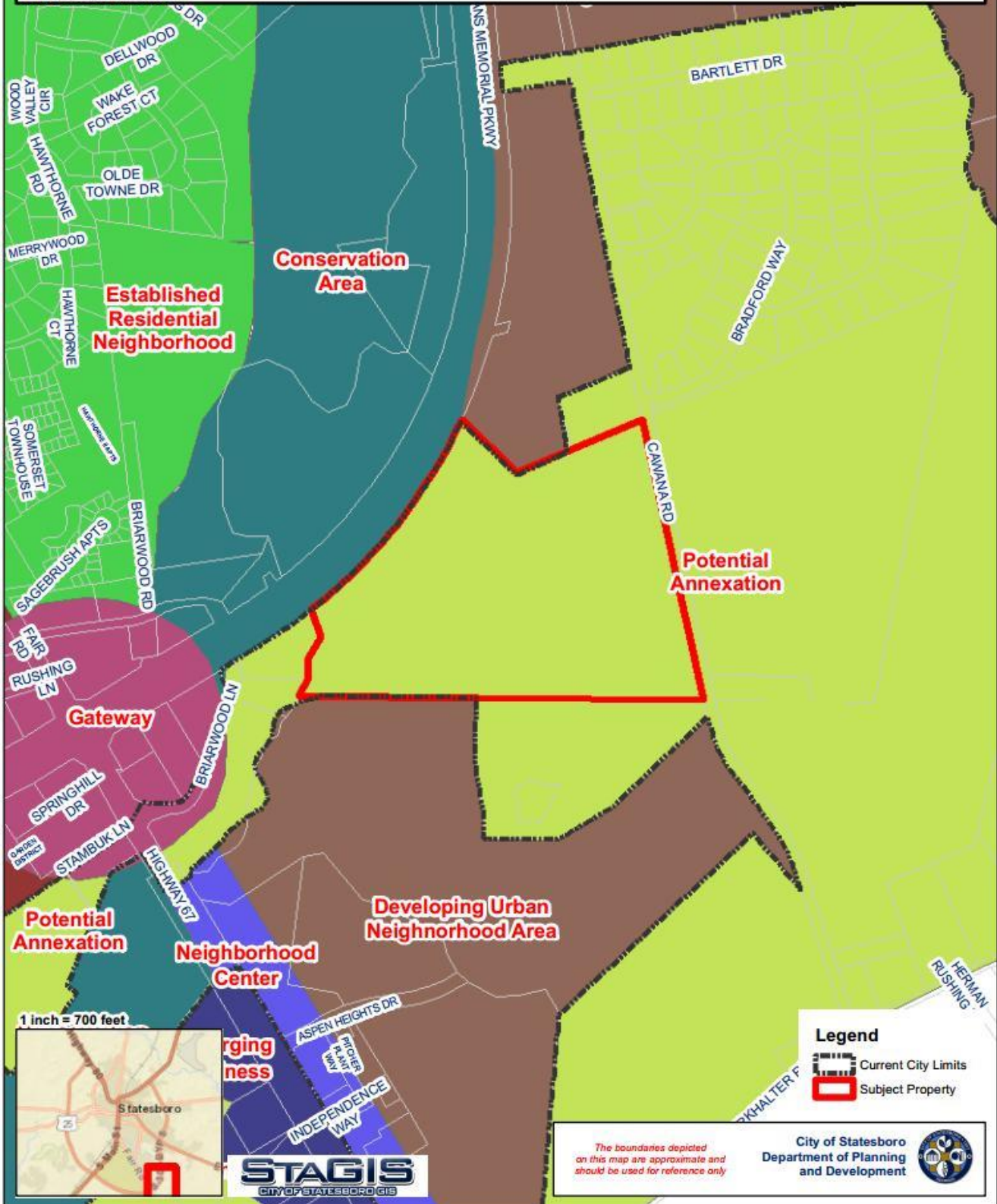
# Current Zoning



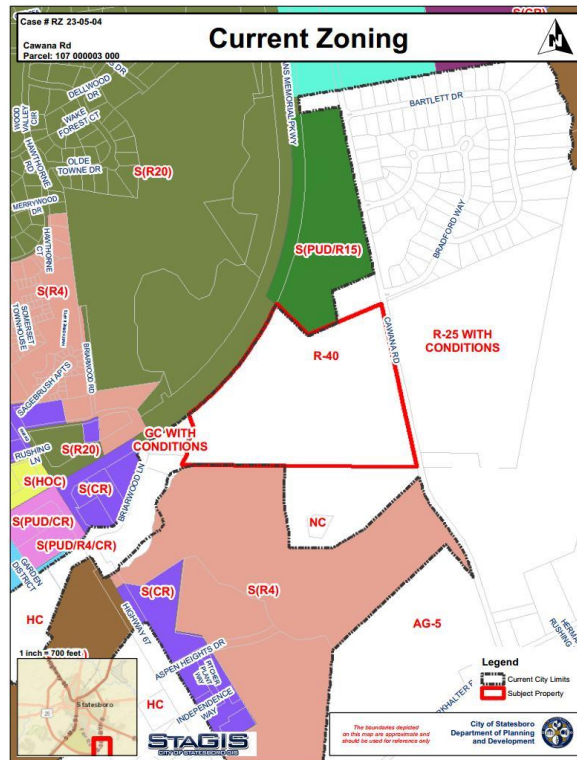
Case # RZ 23-05-04

Cawana Rd  
Parcel: 107 000003 000

# Future Landuse Map







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

# SKETCH PLAN



## **SUBJECT SITE**

The subject site is a vacant lot with of approximately 54 acres with a proposed buffering parcel to remove any issues with contiguity between City and County Property.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* shows this as a part of the “Potential Annexation” character area, which calls for a diverse mix of housing density types, which is reflected in the approval of other surrounding developments.

## **ENVIRONMENTAL SITE ANALYSIS**

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

## **COMMUNITY FACILITIES AND TRANSPORTATION**

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

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

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

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

- The proposed use is an increase in the density of zoning in the surrounding area. Although there are nearby subdivisions in the area, the road network may be of concern.

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

- Although an appraisal has not been conducted on the property, it is Staff’s opinion that the proposal will not likely reduce the overall value of property in the area.

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

- The property would serve as a higher use by providing additional housing to the area. Development standards for the R-6 are limited under the current ordinance, but development would be under the revisions of the Unified Development Code. In addition, any wetland disturbance must be resolved through the Army Corps of Engineers.

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

- As the site has not been developed, the general use allowed will create additional housing in the community, which is likely to continue primarily in the southern section of the City.

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

- This property is not currently in the City as large scale land developments at this time are not easily located. This project is adjacent to the Bypass, and would be of a lower density than some of the surrounding developments in the area.
- 6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
- The property has no existing development on it at this time.
- 7. The extent the proposed change would impact the following:**
- Population density in the area.
    - The population density would increase as a result of this new development in the area.
  - Community facilities.
    - There will need to be some expansion of the existing facilities in the area to ensure that the property can be appropriately served.
  - Living conditions in the area.
    - The addition of this property would increase the housing stock in the city. At this time, new single-family housing is an unmet need and new stock is vital due to projections of population increase in the region.
  - Traffic patterns and congestion.
    - Congestion of this road **will** be an issue. At this time, there is a significant amount of proposed development on the road, and peak traffic times do cause significant concerns regarding the overall movement patterns found on the road.
  - Environmental aspects.
    - There are wetlands on the proposed site, but these are primarily on the western edge of the property. It is unknown at this time if there will be significant impacts to them, but that will be determined during the development process.
  - Existing and future land use patterns.
    - Development in the area is primarily low-density, single-family residential development, although there are churches, and proposed townhomes on this road.
  - Property values in the adjacent areas.
    - This development will likely continue the trend of increasing the overall value of land in this area.
- 8. Consistency with other governmental land use, transportation, and development plans for the community.**
- The *2019-2029 Statesboro Comprehensive Plan* locates this property within a Potential Annexation Area, which generally recommends development through a mix of housing types, as well as some commercial developments. This does show overall consistency with this plan. The *2035 Long Range Transportation Plan* show the necessity of improving the Cawana Road are nearest to Burkhalter Road.

**Subject Property**



**Eastern Property**



**Northern Property**



**Southern Property**



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

Staff recommends **Approval of RZ 23-05-04**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Zoning Map Amendment does not grant site and/or building plan approval as submitted. Project will be required to meet all City Ordinances and applicable building codes.
- (2) Prior to construction commencement, the applicant must ensure that the completion of a traffic study is submitted to the City Engineering Department for the purpose of confirming any possible traffic calming opportunities.
- (3) Prior to construction commencement on any proposed lot, a subdivision plat as well as the by-laws and restrictive covenants shall be reviewed and approved by staff in addition to any other applicable City of Statesboro Subdivision Regulations.

At the special called meeting of the Planning Commission on July 5, 2023, the Commission recommended approval of the Zoning Map Amendment and staff conditions with a 5-0 vote.

# CITY OF STATESBORO

## COUNCIL

Phil Boyum, District 1  
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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:** Justin Williams, Planning & Housing Administrator

**Date:** July 7, 2023

**RE:** June 18, 2023 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends the Approval of the Special Exception.

**Background:** Encore Capital Management LLC, request a special exception from the R-3 (Medium Density Residential) zoning district in order to allow for a real estate property office on approximately 4.399 acres of property located at 1301 Fair Road.

**Budget Impact:** None

**Council Person and District:** Riggs (District 4)

**Attachments:** Development Services Report SE 23-06-01





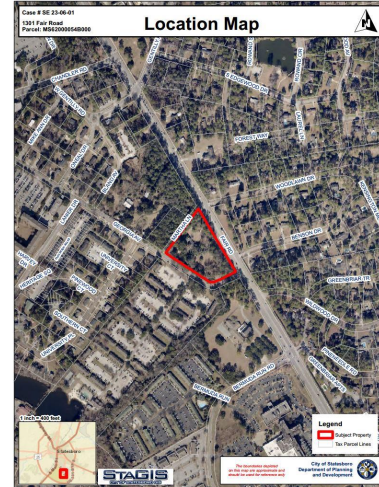
*City of Statesboro-Department of Planning and Development*  
**ZONING SERVICES REPORT**

P.O. Box 348  
 Statesboro, Georgia 30458

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

**SE 23-06-01  
 SPECIAL EXCEPTION REQUEST  
 1301 FAIR ROAD**

<b>LOCATION:</b>	1301 Fair Road
<b>EXISTING ZONING:</b>	R-3 (Medium-Density Residential)
<b>ACRES:</b>	4.41 acres
<b>PARCEL TAX MAP #:</b>	MS62000054B000
<b>COUNCIL DISTRICT:</b>	District 4 (Riggs)
<b>EXISTING USE:</b>	Vacant House
<b>PROPOSED USE:</b>	Business Office (Phase 1)



**PETITIONER**            Encore Capital Management, LLC  
**ADDRESS**             1800 Chandler Road; Statesboro GA, 30458

**REPRESENTATIVE**   Stephen T. Rushing  
**ADDRESS**             P.O. Box 327; Statesboro GA, 30458

**PROPOSAL**

The applicant requests a special exception to locate an real estate office building on a 4.41 acre property zoned R-3 (Medium-Density Residential) at 1301 Fair Road.

**STAFF/PLANNING COMMISSION RECOMMENDATION**

**SE 23-06-01 CONDITIONAL APPROVAL**

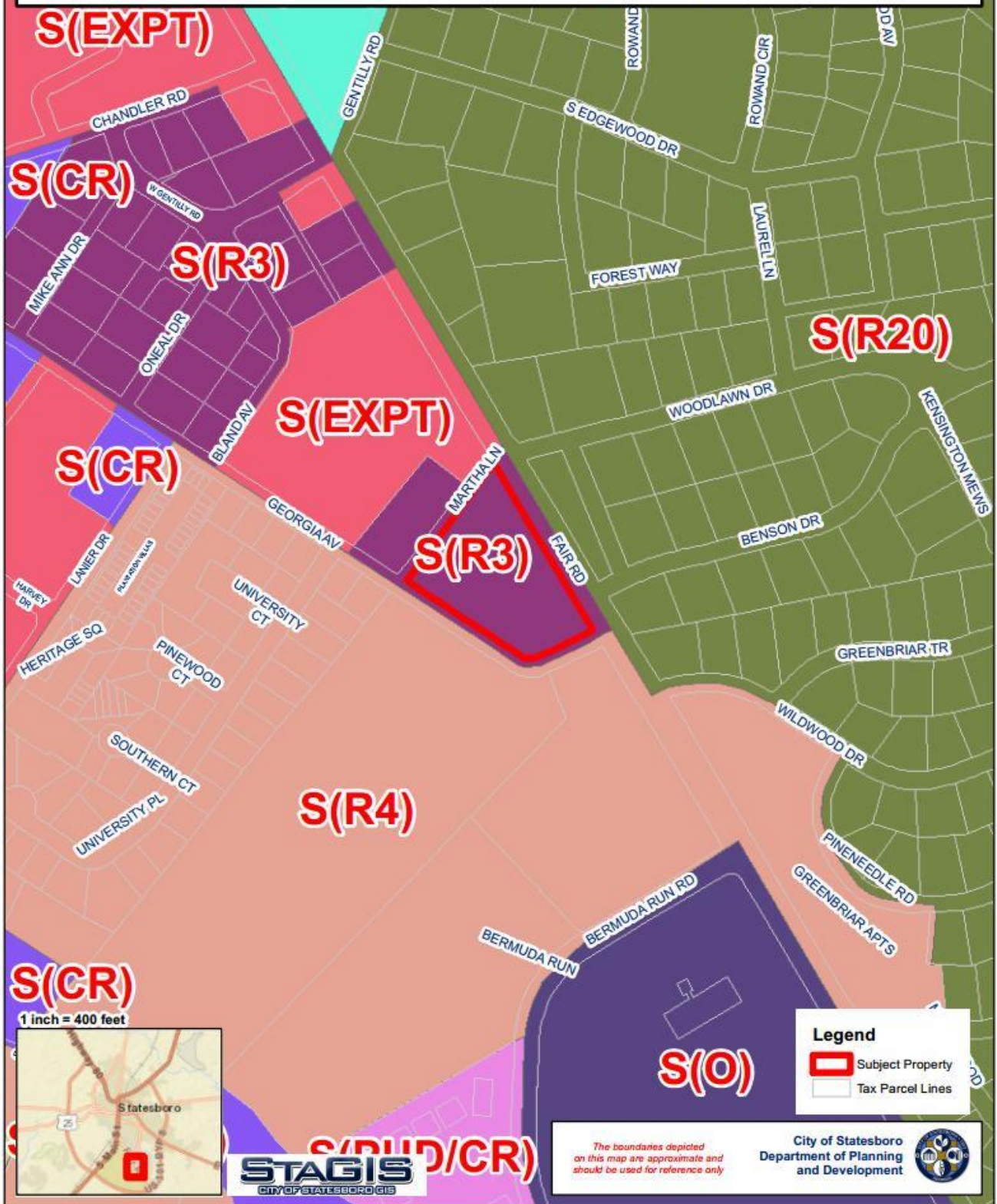
Case # SE 23-06-01  
 1301 Fair Road  
 Parcel: MS62000054B000

# Location Map



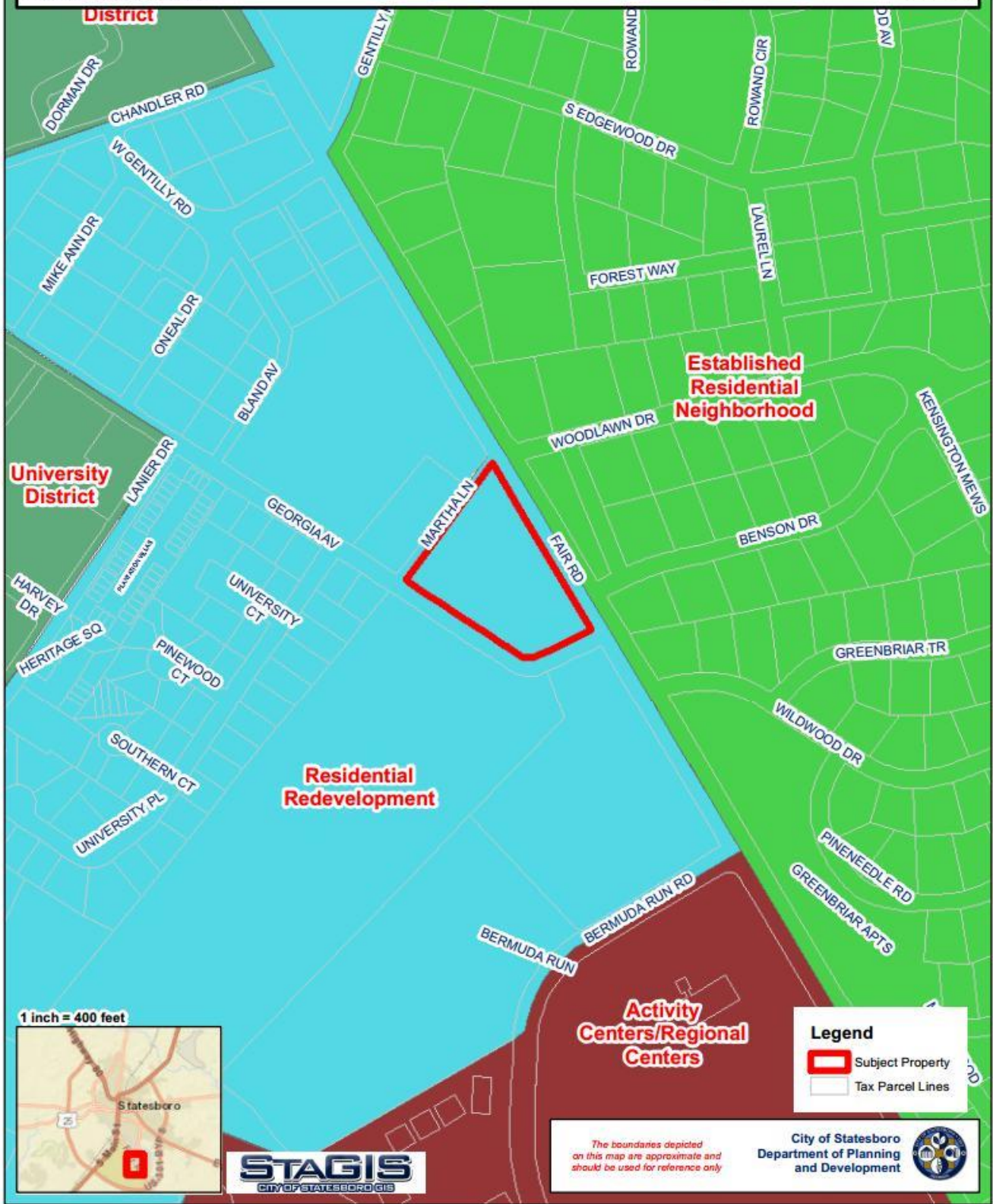
Case # SE 23-06-01  
1301 Fair Road  
Parcel: MS62000054B000

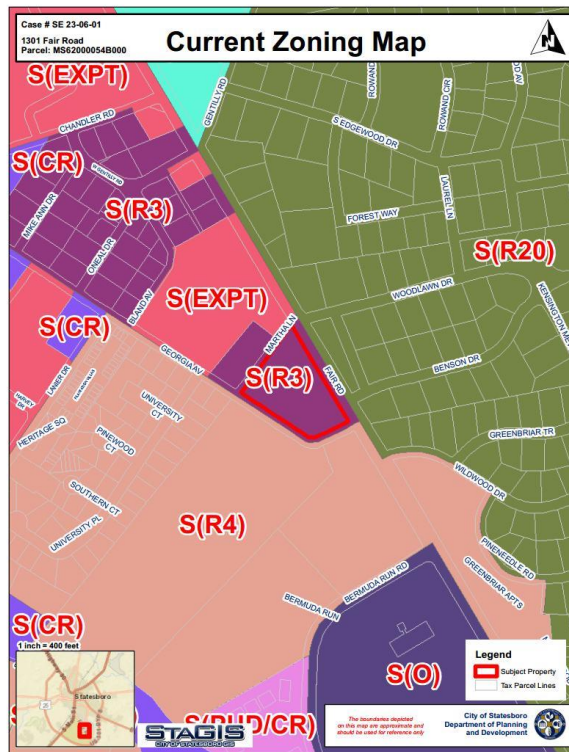
# Current Zoning Map



Case # SE 23-06-01  
1301 Fair Road  
Parcel: MS62000054B000

# Future Landuse Map





### SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1:</b> Exempt	GSU Botanical Garden
Northeast	<b>Location Area #2:</b> R-20 (Single-Family Residential)	Single-Family Home
East	<b>Location Area #3:</b> CR (Commercial Retail)	Car Dealership
Northwest	<b>Location Area #4:</b> Exempt	GSU Botanical Garden
Southeast	<b>Location Area #5:</b> R-20 (Single-Family Residential)	Single-Family Home
South	<b>Location Area #6:</b> R-4 (High-Density Residential)	Apartment Complex
Southwest	<b>Location Area #7:</b> R-4 (High-Density Residential)	Apartment Complex
West	<b>Location Area #8:</b> R-4 (High-Density Residential)	Apartment Complex

## **SUBJECT SITE**

The subject site is a mostly undeveloped lot located on 4.41 acres. There is one house located on the site. Surrounding properties include primarily single-family homes and apartments. In addition, the property is located next to the Georgia Southern Botanical Gardens.

The applicant has expressed the intent to develop a real estate office on the site, and to continue the designated use for the remainder of property by developing Medium-Density residential properties, specifically duplexes.

The *City of Statesboro 2019 – 2029 Comprehensive Master Plan* designates the subject site as a part of the “Residential Redevelopment”, which is characterized by lower density, single-family attached and detached dwellings.

## **ENVIRONMENTAL SITE ANALYSIS**

The subject property does not contain wetlands and is not located in a special flood hazard area.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

The subject property has access to City Sewer and Water.

## **CONDITIONAL ZONING STANDARDS OF REVIEW**

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

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

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

- In accordance with state requirements, the project would require submission to the Georgia Soil and Water Conservation Commission to ensure erosion controls are in place, and the site would be required to meet the City Drainage Ordinance.

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

- The development of the project is meant to be held on the property proper and is not likely to generate substantial traffic issues in the area.

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

- Off street parking will be provided on the site, and will be needed separately under the provisions of the Ordinance when the single-family attached phase begins on the project.

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

- Public utilities are available in the area, and it is unlikely to cause any significant changes to the area.

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

- No adverse effect is expected on surrounding commercial properties. The nature trail next to the property might be affected.

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

- There is a preliminary site plan included in the document.

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

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

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

- The proposed use is not generally consistent with the subject site's character area ("Residential Redevelopment") but will be in support of a consistent use as shown in the *2019 – 2029 Comprehensive Master Plan*.



<b>C1.0</b> SHEET NUMBER 1	DATE: APRIL 13, 2010 JOB NO.: 20023-004 SCALE: AS SHOWN	<b>FAIR ROAD OFFICE DEVELOPMENT</b> 1301 FAIR ROAD STATESBORO, BULLOCH COUNTY, GA <b>CONCEPTUAL SITE LAYOUT PLAN</b>		NOTES: 1. THIS DRAWING IS A PRELIMINARY CONCEPTUAL SITE LAYOUT PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN APPROVAL OF PARSONS & BRINCKERHOFF, INC.	PARSONS & BRINCKERHOFF 1000 BROADWAY, SUITE 2000 ATLANTA, GA 30309 TEL: 404.521.5000 FAX: 404.521.5001 WWW.P&B.COM	MARIETTA REGIONAL AIRPORT 10000 AIRPORT DRIVE MARIETTA, GA 30067 TEL: 770.429.4000 FAX: 770.429.4001 WWW.MARIETTA-REGIONAL.COM	PRELIMINARY NOT FOR CONSTRUCTION
		NOTES: 1. TRACT A: 1.14 ACRES 2. TRACT B: 2.28 ACRES 3. TOTAL AREA: 3.42 ACRES 4. ZONING: M-10 5. MAXIMUM BUILDING HEIGHT: 35 FT 6. MAXIMUM BUILDING FOOTPRINT: 100,000 SQ FT 7. MAXIMUM BUILDING VOLUME: 3,500,000 CU FT 8. MAXIMUM BUILDING AREA: 100,000 SQ FT 9. MAXIMUM BUILDING PERCENTAGE: 29.25% 10. MAXIMUM BUILDING COVERAGE: 29.25% 11. MAXIMUM BUILDING SETBACK: 10 FT 12. MAXIMUM BUILDING SIDESETBACK: 10 FT 13. MAXIMUM BUILDING FRONTSETBACK: 25 FT 14. MAXIMUM BUILDING REARSETBACK: 25 FT 15. MAXIMUM BUILDING SIDESETBACK: 25 FT 16. MAXIMUM BUILDING FRONTSETBACK: 25 FT 17. MAXIMUM BUILDING REARSETBACK: 25 FT 18. MAXIMUM BUILDING SIDESETBACK: 25 FT 19. MAXIMUM BUILDING FRONTSETBACK: 25 FT 20. MAXIMUM BUILDING REARSETBACK: 25 FT 21. MAXIMUM BUILDING SIDESETBACK: 25 FT 22. MAXIMUM BUILDING FRONTSETBACK: 25 FT 23. MAXIMUM BUILDING REARSETBACK: 25 FT 24. MAXIMUM BUILDING SIDESETBACK: 25 FT 25. MAXIMUM BUILDING FRONTSETBACK: 25 FT 26. MAXIMUM BUILDING REARSETBACK: 25 FT 27. MAXIMUM BUILDING SIDESETBACK: 25 FT 28. MAXIMUM BUILDING FRONTSETBACK: 25 FT 29. MAXIMUM BUILDING REARSETBACK: 25 FT 30. MAXIMUM BUILDING SIDESETBACK: 25 FT					



**Subject Property**



**Eastern Property**



**Northern Property**



**Southern Property**



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

Staff recommends **Approval of SE 23-06-01**. 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 special exception does not grant the right to develop on the property without adherence to the City Code and approval by the Department of Planning & Development.
2. Development of the main office building must be built in accordance with the provisions of the O (Office & Business) zoning district.

At the special called meeting of the Planning Commission on July 5, 2023, the Commission recommended approval of the Special Exception and staff conditions with a 5-0 vote.

# CITY OF STATESBORO

## COUNCIL

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



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

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

**Date:** July 7, 2023

**RE:** June 18, 2023 City Council Agenda Items

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

**Recommendation:** Planning Commission recommends the Approval of the Zoning Map Amendment

**Background:** Mitchell Ball request a Zoning Map Amendment from the R-20 (Single-family residential) zoning district to the R-2 (Townhouse Residential) zoning district in order to develop approximately 78 units on 11.54 acres at 380 Westside Road.

**Budget Impact:** None

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

**Attachments:** Development Services Report RZ 23-06-02



*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)

**RZ 23-06-02  
 ZONING MAP AMENDMENT  
 WESTSIDE ROAD**

<b>LOCATION:</b>	Westside Road
<b>EXISTING ZONING:</b>	R-20 (Single-Family Residential)
<b>ACRES:</b>	11.54 Acres
<b>PARCEL TAX MAP #:</b>	S39 000043 000
<b>COUNCIL DISTRICT:</b>	District 2 (Chavers)
<b>EXISTING USE:</b>	Wooded Lot
<b>PROPOSED USE:</b>	Townhouse Development



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

**REPRESENTATIVE** Evan Bennett – Hussey Gay Bell  
**ADDRESS** 321 Commercial Drive; Savannah, GA 31406

**PROPOSAL**

The applicant requests a zoning map amendment from the R-20 (Single-Family Residential) zoning district to the R-2 (Townhouse Residential) zoning district, in order to construct 78 townhome units on Westside Road.

**STAFF/PLANNING COMMISSION RECOMMENDATION**

**RZ 23-06-02 CONDITIONAL APPROVAL**

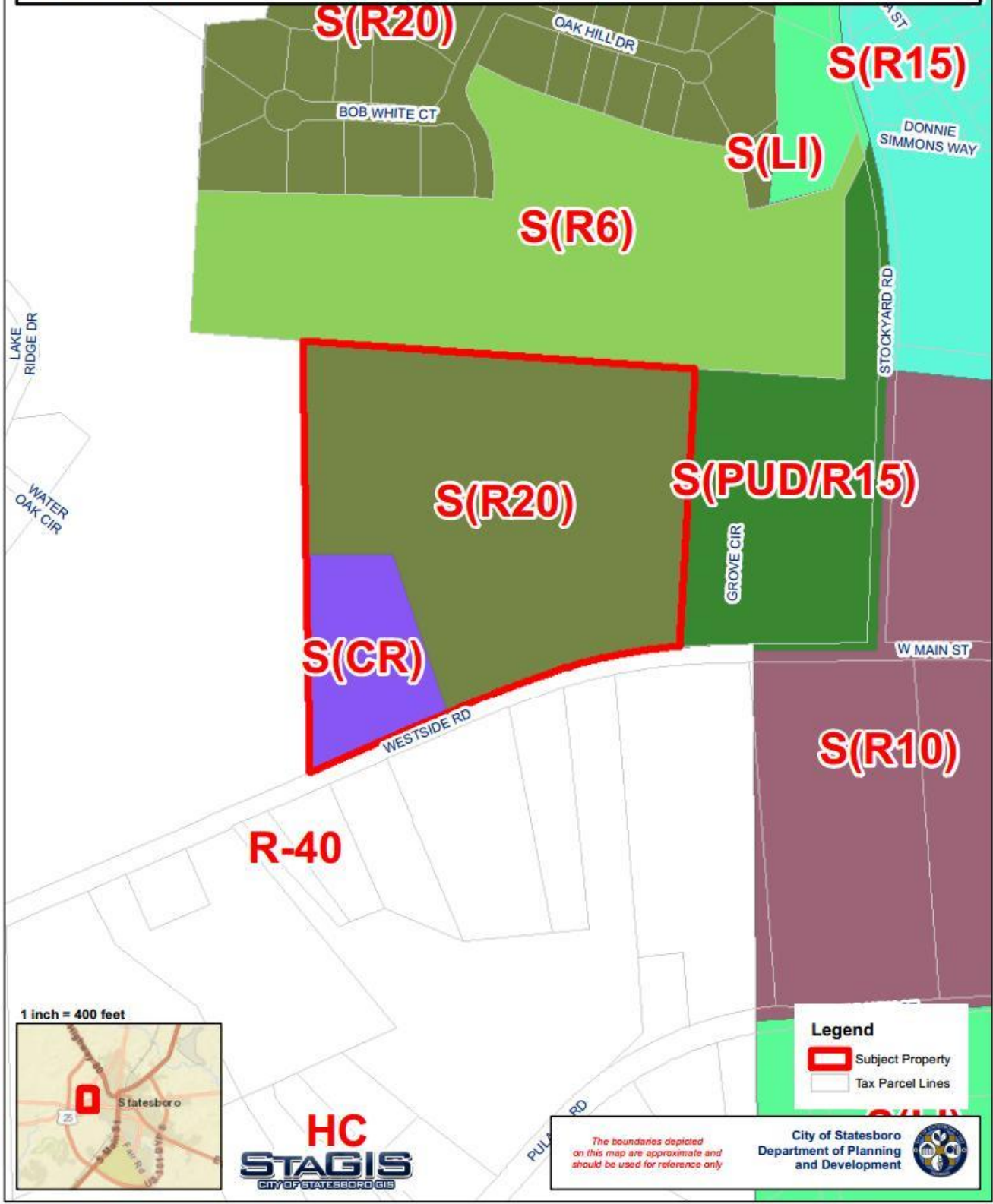
Case # RZ 23-06-02  
Westside Rd  
Parcel: MS30000025 002

# Location Map



Case # RZ 23-06-02  
Westside Rd  
Parcel: MS30000025 002

# Current Zoning Map



**Legend**

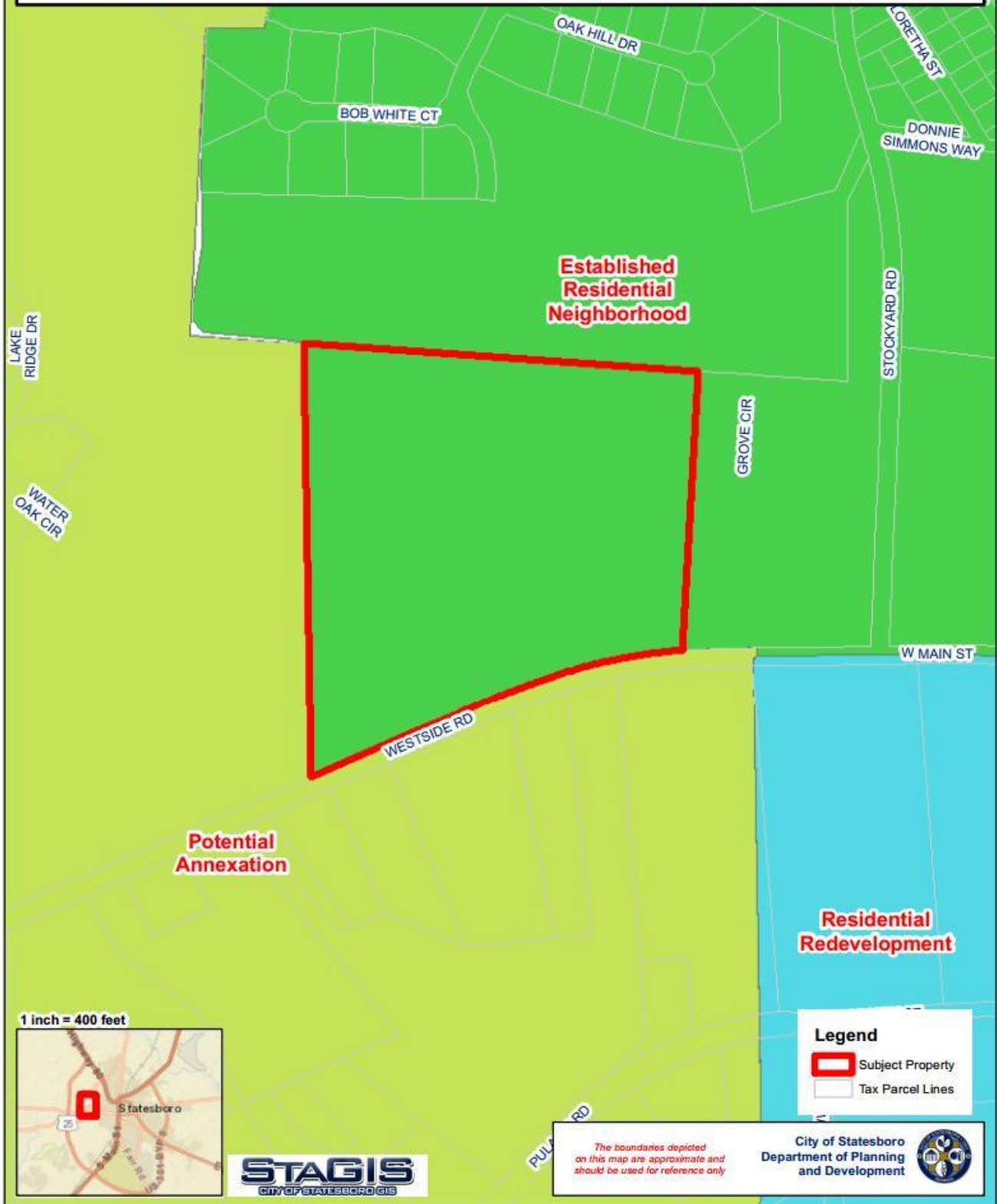
- Subject Property
- Tax Parcel Lines

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

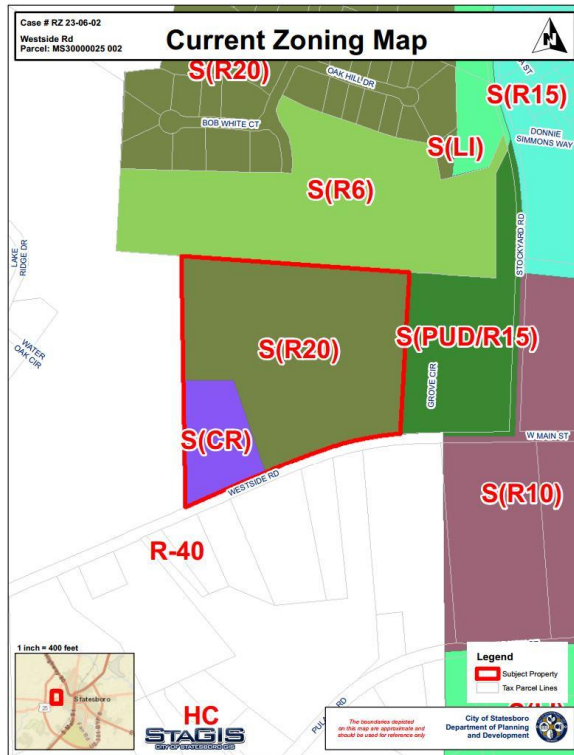


Case # RZ 23-06-02  
Westside Rd  
Parcel: MS30000025 002

# Future Landuse Map







### SURROUNDING LAND USES/ZONING

Location	Parcel Location & Zoning Information	Land Use
North	<b>Location Area #1</b> R-6 (Single-Family Residential)	Vacant
Northeast	<b>Location Area #2:</b> R-6 (Single-Family Residential)	Vacant
East	<b>Location Area #3:</b> PUD (Planned Unit Development)	Single-Family Subdivision
North West	<b>Location Area #4:</b> R-6 (Single-Family Residential)	Vacant
Southeast	<b>Location Area #5:</b> R-40 (Single-Family Residential: County)	Commercial Retail
South	<b>Location Area #7:</b> R-40 (Single-Family Residential: County)	Single Family Dwelling
Southwest	<b>Location Area #8:</b> R-40 (Single-Family Residential: County)	Single Family Dwelling
West	<b>Location Area #9:</b> CR (Commercial Retail)	Event Center

## **SUBJECT SITE**

The subject site consists of a recently subdivided parcel consisting of approximately 11.54 acres and was once adjoined to the Belle House.

The intent of the applicant is to develop a townhome development directly adjacent to the existing “Grove” subdivision and the proposed R-6 single-family subdivision located to the North of the property which is being developed by the same owner.

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

## **ENVIRONMENTAL SITE ANALYSIS**

The property does appear to contain wetlands on the northern edge of the site. There are no flood zones being projected on the site. There are some heritage and historic trees on the site, which under townhome guidelines would require some retention.

## **COMMUNITY FACILITIES AND TRANSPORTATION**

This site has access to City of Statesboro although, there have been gravity feeding issues identified on this site and the adjacent site to the North. This will require the installation of a lift station to support the utilities.

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

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

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

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

- The surrounding area is made up of a variety of uses, to include an elementary school, a single family subdivision, and an event center. .

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

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

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

- This development would provide additional housing units in the area, and does not meet International Fire Code requirements for additional entryways.

- 4. The relative gain to the public, as compared to the hardship imposed upon the property owner.**
  - The property is currently underutilized and would result in a significant improvement of usage if redeveloped.
- 5. The suitability of the subject property for the zoned purposes.**
  - After a review of the site, and the development area, this project does appear suitable.
- 6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.**
  - The property has had no development on the site outside of the Belle House, but this property has since been subdivided.
- 7. The extent the proposed change would impact the following: population density in the area; community facilities; living conditions in the area; traffic patterns and congestion; environmental aspects; existing and future land use patterns; property values in the adjacent areas; and**
  - The proposed change would increase the density in the area, and significant care should be taken to ensure that traffic is mitigated appropriately on Westside Road.
- 8. Consistency with other governmental land use, transportation, and development plans for the community.**
  - The proposed use is inconsistent with the subject site's character area ("Established Residential Neighborhood") as stated in the *2019 – 2029 Comprehensive Master Plan*, but the development can provide sufficient connectivity to adjacent developments that would ensure a suitable use.

**Subject Property**



**Western Property**



**Southwestern Property**



**Southeastern Property**



# Exhibit One



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

Staff recommends Approval of **RZ 23-06-02**. If this petition is approved by the Mayor and City Council, it should be subject to the applicant's agreement to the following enumerated condition(s):

- (1) Approval of this Zoning Map Amendment does not grant the right to develop on the site without approval. All construction must be approved by the City.
- (2) Prior to construction commencement on any proposed lot, a subdivision plat as well as the by-laws and restrictive covenants shall be reviewed and approved by staff in addition to any other applicable City of Statesboro Subdivision Regulations.

At the special called meeting of the Planning Commission on July 5, 2023, the Commission recommended approval of the Zoning Map Amendment and staff conditions with a 5-0 vote.

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
John C. Riggs  
Shari Barr



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

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

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

**From:** Cain Smith, City Attorney

**Date:** July 7, 2023

**RE:** July 18, 2023 City Council Agenda Items

**Policy Issue:** *First Reading of Ordinance 2023-07 amending Appendix A Zoning of the Statesboro Code of Ordinances in order to implement Article XXXII creating security requirements for apartment complexes, namely camera systems and controlled vehicular access.*

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

**Background:** Mayor and Council voted to advance Ordinance to First Reading at the June 20, 2023 work session

**Budget Impact:** N/A

**Council Person and District:** All

**Attachments:** Proposed Ordinance



**Ordinance 2023-07:**

Appendix A Zoning

ARTICLE XXXII Apartment Security

Section 3201 Definition and Applicability

As used herein the following words or phrases shall have the following meaning:

*Apartment Complex* means a commonly owned parcel containing more than twenty-five (25) residential units available for short and long term rental or lease located within the municipal limits of Statesboro, Georgia.

This Article shall not apply to Apartment Complexes existing as of August 1, 2023. This Article shall apply to any newly constructed Apartment Complexes, to Apartment Complexes being renovated or modified to the extent that a building permit is required or Apartment Complexes that have changed ownership.

Section 3202 Regulations

- (a) *Camera System* Every Apartment Complex shall have video cameras located at all vehicular entrances and exits to the Apartment Complex. These systems shall be connected with Fusus or any other data collection system then in use by Statesboro PD. Video footage must be retained and archived for a minimum of seven days and available for inspection by Statesboro PD in the course of investigating criminal behavior.
- (b) *Controlled Access* Every Apartment Complex shall have controlled, gated access at all vehicular entrances and exits.

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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 7, 2023

**RE:** July 18, 2023 City Council Agenda Items

**Policy Issue:** *First Reading of Ordinance 2023-08 amending Chapter 18 Businesses of the Statesboro Code of Ordinances in order to implement Article XI creating licensing and operational requirements for event spaces.*

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

**Background:** Mayor and Council voted to advance Ordinance to First Reading at the June 20, 2023 work session

**Budget Impact:** N/A

**Council Person and District:** All

**Attachments:** Proposed Ordinance

Georgia Municipal Association City of Excellence

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

**Ordinance 2023-08:**

CHAPTER 18 BUSINESSES

ARTICLE XI EVENT SPACES

Section 18-320 Definitions

As used herein the following words or phrases shall have the following meaning:

*Event* means a private party, live musical concert, performing arts presentation or performance and/or any other type of entertainment.

*Event space* means a non-residential location hosting private parties, live musical concerts, performing arts presentations or performances and/or any other type of entertainment that does not hold a valid City alcohol license with a maximum occupancy load exceeding 25 persons. Event spaces may host private functions with guest list and no ticket being required. Cover charges are expressly prohibited.

*Host* means a person or entity renting the Event Space in order to hold an Event

Section 18-321 Regulations

- (a) No person, firm, partnership, corporation or other entity shall hold or cause to be held an Event without a valid event space license issued pursuant to this article.
- (b) Statesboro Fire and Police Departments may enter any Event in order to assess life safety issues and compliance with this Article and may terminate Event upon failure to abide by life/safety regulations.
- (c) Host, if applicable, and responsible party representing the Event Space shall be present throughout all Events in order to ensure the safety and welfare of Event attendees
- (d) Alcohol is expressly prohibited unless a valid special event or catered event permit is obtained for that time and date,
- (e) Statesboro Fire department occupancy requirements shall be in effect throughout all Events.
- (f) Private parties may only be held with a written contract that shall be available for inspection upon request of Statesboro Fire or Police representatives.
- (g) Event Space shall have live camera coverage around the exterior perimeter and retain footage for no less than seven days following end of Event. Camera system must be connected with Statesboro PD Fusus or other currently existing real-time intelligence ecosystem utilized by Statesboro PD.

Section 18-322 Application for License

Any person desiring to obtain a license to operate, engage in, conduct or carry on any Event Space shall make application to the city clerk or her designated representative. Prior to submitting such application, a non-refundable fee of \$250.00 shall be paid to the city clerk to defray, in part, the cost of regulation required by this article. The city clerk shall issue a receipt showing that such regulatory fee has been paid. License must be annually renewed.

## Section 18-323

Probation, suspension, revocation of license; administrative hearing, administrative hearing fee.

(a) An administrative judge nominated by the city manager and approved by mayor and city council pursuant to City Ordinance 6-9 shall have exclusive jurisdiction over any action brought against any licensee holding a license issued pursuant to this chapter seeking to revoke, suspend or place the licensee on probation. Said action may be brought by the city solicitor, the city manager, or the police chief, or their respective designees.

(b) The administrative judge may suspend, revoke or impose terms and conditions of probation on the licensee, or any combination of suspension and terms and conditions of probation for one or more of the following reasons:

1. The violation by the licensee, or licensee's employees or agents of any state or federal law or regulation or any provision of this chapter or other ordinance of the city, at any time adopted, relating to the sale, use, possession, or distribution of alcoholic beverages.
2. The violation by the licensee, or licensee's employees or agents of any federal or state law or of any local ordinance of the city which is related to building codes, fire codes, smoking, excise tax, property tax, health, solid waste disposal, illegal gambling, or controlled substances.
3. The operation of the licensee's business in such a manner as to constitute a threat to public safety, welfare or health or in such a manner as to constitute a nuisance, or the operation of a licensed business where violations of federal, state, or local laws or ordinances frequently or regularly occur.
4. The making of any untrue or misleading statement in the application for a license or any renewal thereof or the omission from such application or renewal of any information required in the application.
5. Permitting any person to engage in any activity on the premises for which the license is issued or within the place of business, which is in violation of the laws or regulations of any federal or state law or of any local ordinance of the city, which is related to building codes, fire codes, smoking, excise tax, property tax, health, solid waste disposal, illegal gambling, alcohol, or other controlled substances.

# CITY OF STATESBORO

## COUNCIL

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Paulette Chavers  
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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, 2023

**RE:** July 18, 2023 City Council Agenda Items

**Policy Issue:** Consideration of amendment to City Ordinance Section 82-176 regarding Aid to Construction (ATC) fees

**Recommendation:** Approval with waiver of formalities contained in Section 2-2-4.

**Background:** Current ATC fee is expressed as \$1.60 per gallon per day in Section 82-176, which was adopted and set in 1990. Schedule of rates and fees references \$3.20 per gallon per day ATC fee. Proposed amendment would remove the inconsistency and allow for further adjustment without need for ordinance revision

**Budget Impact:** Unknown

**Council Person and District:** All

**Attachments:** Proposed Amendment

**Ordinance 2023-09:**

City Ord 82-176

(b)Purpose. The aid-to-construction fee shall be set by the city council as an aid to paying the cost of expanding the city's wastewater treatment facilities, including future expansion of the plant or facilities, including legal, engineering, construction and administrative costs divided by five million gallons per day of expected wastewater use or \$1.60 per gallon per day, whichever is greater.

City Ord 82-176

(b)Purpose. The aid-to-construction fee shall be set by the city council as an aid to paying the cost of expanding the city's wastewater treatment facilities, including future expansion of the plant or facilities, including legal, engineering, construction and administrative costs divided by five million gallons per day of expected wastewater use or ~~\$1.60 per gallon per day~~, the gallon per day rate contained in the City of Statesboro schedule of fines and fees, whichever is greater.

# CITY OF STATESBORO

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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, 2023

**RE:** July 18, 2023 City Council Agenda Items

**Policy Issue:** *Public Hearing and Consideration of resolution to increase Council compensation*

**Recommendation:** Consideration

**Background:** Last increase in Council compensation went into effect in January, 2006. Proposed resolution would increase annual Council pay from \$7,575 to \$11,000 and Mayor Pro Tem pay from \$9,342 to \$13,500 and go into effect on January 2, 2024.

**Budget Impact:** \$17,235 annually

**Council Person and District:** All

**Attachments:** Proposed resolution

RESOLUTION 2023-33: A RESOLUTION TO INCREASE THE PAY OF THE CITY COUNCIL

THAT WHEREAS, the Mayor and City Council desire to increase the pay of the governing body members to offset inflation since the last increase, and to have comparable salaries to similar Georgia cities; and,

WHEREAS, the OCGA 36-35-4 authorizes the Mayor and City Council to set the pay and benefits of the governing body, but requires that prior to any change in compensation being voted upon, that a Notice of Intent be published in the official newspaper of the City once a week for three consecutive weeks; and

WHEREAS, the City Clerk has published the required three consecutive notices in the Statesboro Herald; and

WHEREAS, the OCGA 36-35-4 further states that no increase in salary of the governing body members may become effective until after the next municipal election has taken place and the members sworn in;

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

Section 1. That the salaries of the governing body are hereby increased from the amounts that went into effect in January, 2006, to the amounts shown below, to become effective in January, 2024:

Mayor: no change from \$18,500 annually.

Mayor Pro Tem: increase from \$9,250 to \$13,500 annually.

Councilmember: increase from \$7,575 to \$11,000 annually.

Section 2. The increases authorized herein shall not become effective until the first meeting in January, 2024, after the swearing-in of those governing body members duly elected in the November, 2023 municipal election.

Adopted this 18<sup>th</sup> day of July, 2023.

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

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



# CITY OF STATESBORO

**COUNCIL**

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
John C. Riggs  
Shari Barr



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

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

**To:** Mr. Charles Penny, City Manager

**From:** Cindy S. West, Finance Director

**Date:** July 10, 2023

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

**Background:** The Aid to Construction Fee was previously included in an Ordinance. The current Ordinance is being amended to reference the City's Rates, Fees and Fines Schedule. Therefore, an amendment to the FY2024 Rates, Fees and Fines Schedule needs to be amended to reflect the change from \$1.60 to \$3.20. Also included are the increase in Elderly/Low Income Credits for the base increase in Sanitation and Water Sewer Charges. These increase were discussed at the Council Retreat in March and at the Budget Work Session in May. The changes are highlighted in yellow.

**Budget Impact:** N/A

**Council Person and District:** All

**Attachments:** N/A

RESOLUTION 2023-34: A RESOLUTION TO ADOPT THE FIRST AMENDMENT TO THE CITY OF STATESBORO SCHEDULE OF FEES, RATES, AND FINES FOR FISCAL YEAR 2024.

THAT WHEREAS, the City Council viewed and approved the City of Statesboro Schedule of Fees, Rates, and Fines that incorporates all departments inclusive for Fiscal Year 2024.

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

WHEREAS, the Mayor and City Council have reviewed a proposed First Amendment to the Schedule of Fees, Rates, and Fines from the City Manager that includes proposed rates for Aid to Construction Fee (ATC) and to increase the Elderly/Low Income Credit for Sanitation and Water Sewer.

WHEREAS, the Mayor and City Council wish to adopt this First Amendment for Fiscal Year 2024;

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

Section 1. That the proposed changes to the Schedule of Fees, Rates, and Fines, attached hereto as Attachment #1 and incorporated herein as a part of this Resolution, are hereby adopted as the First Amendment for the City's Fiscal Year 2024 Schedule of Fees, Rates, and Fines.

Section 2. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 18th day of July, 2023.

CITY OF STATESBORO, GEORGIA

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By: Jonathan M. McCollar, Mayor

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Attest: Leah Harden, City Clerk

**ATTACHMENT #1**

**FY 2024 FIRST SCHEDULE OF FEES, RATES AND FINES AMENDMENT**

Page 15: Fee Credit: Elderly/Low Income Credit Monthly Fee Reduction to Bill \$7.00

Page 23: Fee Credit: Elderly/Low Income Credit Monthly Fee Reduction to Bill to  
Residential Domestic Accounts Inside the City \$5.00

Fee Credit: Elderly/Low Income Credit Monthly Fee Reduction to Bill to  
Residential Domestic Accounts Outside the City \$10.00

Aid to Construction Fee \$3.20

# CITY OF STATESBORO

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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, 2023

**RE:** July 18, 2023 City Council Agenda Items

**Policy Issue:** Consideration of resolution authorizing execution of documents with Truist relating to a Refunding Revenue Bond necessary to refinance the installation of public infrastructure in the Old Register TAD

**Recommendation:** Approval

**Background:** Revenue Bond was issued for this project in August, 2019 as an interest only bond which is soon to expire. This refinance is necessary and covers the full \$4,750,000 principal at 5.95% interest

**Budget Impact:** Unknown

**Council Person and District:** All

**Attachments:** Proposed Resolution

CITY OF STATESBORO, GEORGIA

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BOND RESOLUTION

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Adopted July 18, 2023

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PROVIDING FOR THE ISSUANCE OF  
CITY OF STATESBORO, GEORGIA  
TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND  
(OLD REGISTER TAD PROJECTS), SERIES 2023  
IN THE PRINCIPAL AMOUNT  
OF \$4,750,000

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## BOND RESOLUTION

THIS BOND RESOLUTION (this “**Resolution**”), adopted July 18, 2023, by the Mayor and City Council of the City of Statesboro (the “**City**”);

### PREAMBLE

WHEREAS, in accordance with the Constitution and the laws of the State of Georgia, including particularly Chapter 44 of Title 36 of the Official Code of Georgia Annotated (“**O.C.G.A.**”), as amended (the “**Redevelopment Powers Law**”), the Mayor and Council of the City of Statesboro adopted a resolution on August 7, 2018, approving a redevelopment plan and associated tax allocation district identified as “Tax Allocation District #2: Old Register”; and

WHEREAS, the City and Bulloch County (the “**County**”) entered into an intergovernmental agreement dated as of August 7, 2018, and the City and the Bulloch County School District (the “**School District**”) entered into an intergovernmental agreement dated as of August 9, 2018 (together, the “**Intergovernmental Agreements**”), providing for the inclusion of the “County Positive Tax Allocation Increment” and the “School District Positive Tax Allocation Increment,” as defined by the Intergovernmental Agreements, to be used toward the improvements to be made inside Tax Allocation District #2: Old Register; and

WHEREAS, pursuant to the Redevelopment Powers Law, the City is authorized to finance certain Redevelopment Costs, as defined in the Redevelopment Powers Law, and in accordance with such powers issued its CITY OF STATESBORO TAX ALLOCATION DISTRICT REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2019, in the principal amount of \$4,750,000 (the “**Series 2019 Bond**”) on August 6, 2019; and

WHEREAS, the Series 2019 Bond was authorized pursuant to a bond resolution adopted by the Mayor and City Council of the City of Statesboro on June 26, 2019 (the “**2019 Resolution**”) and the proceeds of the Series 2019 Bond were spent to finance certain improvements inside Tax Allocation District #2: Old Register (the “**Tax Allocation District**”) consisting of (i) the widening of Old Register Road, (ii) an extension of a new road to Veteran’s Memorial Parkway and Akins Boulevard intersection, and (iii) certain curb, gutter, sidewalks, water, wastewater and stormwater improvements relating to such road improvements (collectively, the “**2019 Projects**”); and

WHEREAS, payment of the Series 2019 Bond is secured by certain Pledged Revenues (as defined by the 2019 Resolution) which includes (i) positive *ad valorem* tax allocation increments derived from the Tax Allocation District (the “**Tax Allocation Increments**”) and (ii) in accordance with O.C.G.A. § 36-44-20, when a determination is made by the City that the positive *ad valorem* tax allocation increments derived from the Tax Allocation District may be insufficient to pay all principal and interest on the Series 2019 Bond, general funds derived from the Tax Allocation District (the “**Tax Allocation General Funds**”); and

WHEREAS, the Series 2019 Bond bears interest at the rate of 2.19% per annum, installments of interest are payable semi-annually on February 15 and August 15 of each year, and the principal amount of \$4,750,000 is payable in full on August 15, 2023; and

WHEREAS, the Mayor and City Council of the City have now determined that it is in the best interests of the citizens of the City that the Series 2019 Bond be currently refunded on its maturity date (the “**Refunding**”) through the issuance of its CITY OF STATESBORO TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2023, to be issued in the principal amount of \$4,750,000 (the “**Series 2023 Bond**”), pursuant to the authority set forth in the Redevelopment Powers Law, which Series 2023 Bond shall be secured by and payable from the Pledged Revenues (as hereinafter defined); and

WHEREAS, the Mayor and City Council of the City hereby determines that in accordance with O.C.G.A. § 36-44-20, that the positive *ad valorem* tax allocation increments derived from the Tax Allocation District may be insufficient to pay all principal and interest on the Series 2023 Bond, and that the City will pledge or otherwise obligate the Tax Allocation General Funds for payment or security for payment of the Series 2023 Bond; and

WHEREAS, it is necessary that all right, title and interest of the City in the “Pledged Revenues” (as hereinafter defined) be assigned to the holders of the Bonds (as defined herein); and

WHEREAS, it is also proposed that the City should take all such additional actions, make all such elections, authorize the filing of such certificates, applications, reports and notices, and authorize such other actions and proceedings as shall be necessary in connection with the issuance of the Series 2023 Bond.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro in a public meeting properly and lawfully called and assembled, as follows:

**ARTICLE I.  
DEFINITIONS; RULES OF CONSTRUCTION**

**Section 101. Definitions of Certain Terms.**

In addition to the words and phrases elsewhere defined in this Bond Resolution, the following words and phrases used herein shall have the following meanings:

“**Authentication Agent**” means the City Clerk of the City of Statesboro or any successor authentication agent hereafter appointed by the City.

“**Bond Registrar**” means the City Clerk of the City of Statesboro or any successor bond registrar hereafter appointed by the City.

“**Bond Resolution**” means this bond resolution, including any supplements or amendments hereto, which authorizes the issuance of the Series 2023 Bond.

“**Bond Year**” means the annual period beginning on the fifteenth day of August of each year and ending on the fourteenth day of August of the following year.

“**Bonds**” means the Series 2023 Bond, and, from and after the issuance of any Parity Bonds, unless the context clearly indicates otherwise, such Parity Bonds.

“**Bondowner**” or “**Owner**” or “**Registered Owner**” means the registered owner of the Series 2023 Bond or its assigns.

“**City**” means the City of Statesboro, a municipal corporation of the State of Georgia, created and existing under the laws of the State, and its successors and assigns.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**County**” means Bulloch County, a political subdivision of the State of Georgia.

“**Costs of Issuance**” means the reasonable and necessary costs and expenses incurred by the City with respect to the issuance of the Series 2023 Bond, this Bond Resolution, and any transaction or event contemplated by this Bond Resolution, including fees and expenses of accountants, attorneys, and financial fees and expenses, advertising, recording, validation and printing expenses, and all other costs and expenses incurred in connection with the issuance of the Series 2023 Bond.

“**Cost,**” or “**Costs**” shall include, without limiting the items of cost permitted under the Redevelopment Powers Law, the following items to the extent they relate to the 2019 Projects: (i) all direct costs of the 2019 Projects as described in the plans and specifications for the 2019 Projects; (ii) all costs of planning, designing, constructing, financing and start-up costs of the 2019 Projects; (iii) all costs of issuance of Bonds, including the cost of any municipal bond insurance, if any, fees and expenses of Bond Counsel, special tax counsel and financial advisors, printing costs, Rating Agency fees, initial acceptance fees of paying agents, trustees and depositories, (iv)

all engineering, legal and financial costs and expenses; (v) all expenses for estimates of costs and of revenues; (vi) all costs of obtaining governmental and regulatory permits, licenses and approvals; (vii) all fees of special advisors and consultants associated with one or more aspects of the 2019 Projects; (viii) interest on Bonds prior to and during construction of such 2019 Projects for which such Bonds were issued, and for such additional periods as the City may reasonably determine to be necessary for the placing of such 2019 Projects in operation; (ix) the reimbursement to the City of all such Costs of the 2019 Projects that have been advanced by the City from its available funds before the delivery of a Series of Bonds issued to finance such costs; and (x) such other costs and expenses which shall be necessary or incidental to the financing herein authorized and the construction of the 2019 Projects and the placing of same in operation.

**“Debt Service”** means the principal of and interest due on the Bonds in any Bond Year.

**“Default Rate”** shall mean the then applicable interest rate on the Series 2023 Bond plus 6.00% per annum.

**“Governing Body”** means the Mayor and City Council of the City of Statesboro.

**“Government Obligations”** means bonds or other obligations of the United States of America or obligations representing an interest therein which as to principal and interest constitute direct obligations of the United States of America or are fully guaranteed as to payment by the United States of America.

**“Holder,” “Bondholder,”** or **“Bondowner”** means the registered owner of any Bond or its assigns.

**“Interest Payment Date”** means the 15th day of February and August of each year, commencing, in the case of the Series 2023 Bond, on February 15, 2024.

**“Intergovernmental Agreements”** means the intergovernmental agreement between the City and the County dated August 7, 2018 and the intergovernmental agreement between the City and the School District dated August 9, 2018, providing for the inclusion of the “County Positive Tax Allocation Increment” and the “School District Positive Tax Allocation Increment.”

**“O.C.G.A.”** means the Official Code of Georgia Annotated.

**“Outstanding”** or **“Outstanding Bonds”** means all Bonds which have been executed and delivered pursuant to the Resolution except:

(a) Bonds cancelled because of payment or redemption;

(b) Bonds for the payment or redemption of which funds or securities in which such funds are invested shall have been theretofore deposited with a duly designated Paying Agent for the Bonds (whether upon or prior to the maturity or redemption date of any such Bonds) provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or provision satisfactory to such Paying Agent shall have been made therefor, or

a waiver of such notice, satisfactory in form to such Paying Agent, shall have been filed with such Paying Agent; and

(c) Bonds in lieu of which other Bonds have been executed and delivered under Section 205 of the Resolution.

**“Parity Bonds”** means any tax allocation district revenue bonds issued pursuant to the terms of Section 602 of this Bond Resolution.

**“Paying Agent”** means the City Clerk of the City of Statesboro or any successor paying agent hereafter appointed by the City.

**“Pledged Revenues”** means (a) the Tax Allocation Increments, (b) the Tax Allocation General Funds, (c) amounts held in the funds and accounts established in Section 501 of this Bond Resolution (excluding amounts held in the Rebate Account), (d) all earnings derived from the investment of the amounts in the Special Fund, and (e) any other amounts deposited with the Special Fund Custodian and designated by the City as Pledged Revenues.

**“2019 Projects”** means the infrastructure improvements constructed within the Tax Allocation District from the proceeds of the Series 2019 Bond as set forth in the preamble to this Resolution.

**“Rebate Amount”** means the rebatable arbitrage in connection with the Bonds that is payable to the United States Treasury pursuant to Section 148(f) of the Tax Code.

**“Rebate Calculator”** means any nationally recognized bond counsel or nationally recognized firm of certified public accountants, which is expert in making the calculations required by Section 148(f) of the Tax Code, appointed by the City pursuant to Section 704 to make the calculations required by Section 148(f) of the Tax Code in connection with the Bonds.

**“Redevelopment Costs”** means “Redevelopment Costs” as defined in the Redevelopment Powers Law.

**“Redevelopment Powers Law”** means Chapter 44 of Title 36 of O.C.G.A., entitled the “Redevelopment Powers Law,” as amended, and as the same may be from time to time additionally supplemented and amended.

**“Refunding”** means the current refunding of the Series 2019 Bond from proceeds of the Series 2023 Bond.

**“2019 Resolution”** means the bond resolution adopted by the Governing Body on June 26, 2019 authorizing the issuance of the Series 2019 Bond.

**“Resolution”** means collectively (i) this Bond Resolution and (ii) any resolution adopted authorizing the issuance of additional Parity Bonds, for so long as any such additional Parity Bonds remain outstanding.

“**Revenue Bond Law**” means O.C.G.A. § 36-82-60 through § 36-82-85, as amended.

“**School District**” means the Bulloch County School District, a political subdivision of the State of Georgia.

“**Series 2019 Bond**” means the CITY OF STATESBORO TAX ALLOCATION DISTRICT REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2019, issued pursuant to the 2019 Resolution.

“**Series 2023 Bond**” means the CITY OF STATESBORO TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2023, authorized to be issued pursuant to the provisions of this Bond Resolution.

“**Special Fund**” means the fund heretofore created and described in Section 501 of this Bond Resolution.

“**Special Fund Custodian**” means Truist Bank, Statesboro, Georgia, or any successor special fund custodian hereafter appointed by the City; provided, however, the Special Fund Custodian shall at all times be a commercial bank or trust company.

“**State**” means the State of Georgia.

“**Tax Allocation District**” means the Tax Allocation District #2: Old Register, which was created by the Mayor and City Council of the City of Statesboro on August 7, 2018, pursuant to O.C.G.A. § 36-44-8.

“**Tax Allocation General Funds**” means the general funds derived by the City from the Tax Allocation District in the event the Tax Allocation Increments are insufficient to pay the Debt Service as authorized by O.C.G.A. § 36-44-20.

“**Tax Allocation Increments**” means all positive “tax allocation increments” (as defined in O.C.G.A. § 36-44-3(14) and computed pursuant to O.C.G.A. § 36-44-9) received by the City from time to time for the Tax Allocation District and in accordance with the Intergovernmental Agreements.

**Section 102. Rules of Construction.** Unless the context clearly indicates to the contrary:

- (a) “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Bond Resolution and not solely to the particular portion thereof in which any such word is used;
- (b) any pronoun used herein shall be deemed to cover all genders;
- (c) all references herein to particular Articles or Sections are references to Articles or Sections of this Bond Resolution; and

(d) the titles preceding each Section of this Bond Resolution are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Bond Resolution.

[END OF ARTICLE I]

**ARTICLE II.**  
**AUTHORIZATION, TERMS, AND FORM OF BOND**

**Section 201. Authorization and Designation of Series 2023 Bond.**

(a) The CITY OF STATESBORO, GEORGIA TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2023, in the principal amount \$4,750,000 (the “**Series 2023 Bond**”), is authorized to be issued for the purpose of paying the costs of the Refunding and paying the costs incident thereto, pursuant to the Redevelopment Powers Law, the Revenue Bond Law, the Constitution of the State of Georgia, the general laws of the State of Georgia, the laws of the State of Georgia relating to the City, and the Resolution.

(b) All the covenants, agreements and provisions of this Resolution shall be for the equal and proportionate benefit and security of all owners of the Bonds without preference, priority or distinction as to the charge, lien or otherwise of any one Bond over any other Bond.

**Section 202. Date, Denominations, Maturities, Interest Payment Date, and Other Particulars of the Series 2023 Bond.**

(a) The Series 2023 Bond shall be issued as a single, fully registered bond without coupons in the principal amount of \$4,750,000, and shall be numbered R-1.

(b) The Series 2023 Bond shall bear interest from its dated date on the outstanding principal amount thereof at the rate of 5.95% per annum, computed on the basis of a 360-day year consisting of twelve 30-day months.

(c) Notwithstanding the foregoing, from and after the occurrence of an Event of Default, until such time as such Event of Default has been remedied or otherwise waived by the Owner, the Series 2023 Bond shall bear interest at the Default Rate. To the extent permitted by law, interest shall accrue on any overdue payment of interest or principal at the Default Rate.

(d) Installments of interest on the Series 2023 Bond shall be payable semi-annually on February 15 and August 15 of each year (calculated on the basis of a 360-day year of twelve 30-day months) beginning on February 15, 2024 (each an “**Interest Payment Date**”) and principal on the Series 2023 Bond shall be payable in full on August 15, 2026.

(e) The principal and interest on the Series 2023 Bond shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(f) Principal and interest on the Series 2023 Bond shall be payable in the manner and at the place designated by the Registered Owner by check or draft mailed by first class mail at such owner’s address as it shall appear on the bond register kept by the Bond Registrar (or by wire transfer to a wire transfer address which the Bondholder has provided to the Paying Agent not less than five days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary). Principal and interest payments on the Series 2023 Bond shall be payable without any requirement for presentation and surrender of the same at



the office of the Paying Agent. The Bondowner shall surrender the Bond to the Bond Registrar and Paying Agent for cancellation and destruction upon its receipt of such final principal and interest installment.

**Section 203. Execution of Series 2023 Bond.** The Series 2023 Bond will be executed on behalf of the City with the manual signature of its Mayor and the seal of the City will be impressed thereon and attested by the manual signature of the City Clerk. The Series 2023 Bond will be issued in fully registered form.

In case any officer whose manual signature shall appear on the Series 2023 Bond shall cease to be such officer before delivery of the Series 2023 Bond, such signature shall, nevertheless, be valid and sufficient for all purposes the same as if he had remained in office until delivery, and the Series 2023 Bond may, nevertheless, be issued and delivered as though the person whose signature appears on the Series 2023 Bond had not ceased to be such officer. The Series 2023 Bond may be executed and sealed on behalf of the City by the signatures of such officers who may, at the time of the execution of the Series 2023 Bond, hold the proper offices of the City although on the date of the Series 2023 Bond or on the date of any lawful proceedings taken in connection therewith such persons may not have held such offices.

**Section 204. Authentication of Bonds.** Each Bond shall bear thereon a certificate of authentication substantially in the form hereinafter prescribed, executed by the Authentication Agent with a manually executed signature. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under the Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Authentication Agent and such certificate of the Authentication Agent shall be conclusive evidence that the Bond so authenticated has been duly authenticated, registered and delivered under the Resolution and that the owner thereof is entitled to the benefits of the Resolution. The Authentication Agent's certificate of authentication on any Bond shall be deemed to have been executed by the Authentication Agent if signed manually by an authorized officer of the Authentication Agent or its authorized representative, but it shall not be necessary that the same officer or authorized representative sign the certificate of authentication on all the Bonds.

**Section 205. Mutilated, Lost, Stolen, or Destroyed Bonds.** In the event any Bond is mutilated, lost, stolen, or destroyed, the City will execute and deliver a new Bond of like tenor as that mutilated, lost, stolen, or destroyed, provided that, in the case of any such mutilated Bond, such Bond is first surrendered to the Paying Agent and, in the case of any such lost, stolen, or destroyed Bond, there is first furnished evidence of such loss, theft, or destruction satisfactory to the City, together with indemnity satisfactory to the City. No service charge shall be made for any such transaction, but a charge may be made to cover any actual expense incurred. In the event any such Bond shall have matured or become due, in lieu of issuing a duplicate Bond the City may pay such Bond without surrender thereof.

**Section 206. Persons Treated as Owners of Bonds.** The City and its agents, including the Paying Agent and Bond Registrar, may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of the principal thereof and the interest thereon and for all other purposes whatever. All such payments of principal, premium, if

any, and interest made to any such owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the City nor any such agent shall be affected by any notice to the contrary.

**Section 207. Validation.** A validation certificate of the Clerk of the Superior Court of Bulloch County, bearing the signature of such Clerk will be endorsed on each Bond and will be essential to its validity.

**Section 208. Registration; Transfer and Exchange of Bonds.** The Bond Registrar is hereby designated as Authentication Agent for purposes of authenticating any Bonds issued hereunder or issued in exchange or in replacement for Bonds previously issued. The Bonds may be transferred only on the bond register of the Bond Registrar. No transfer of any Bond shall be permitted except upon presentation and surrender of such Bond at the principal office of the Bond Registrar with a written assignment signed by the registered owner of such Bond in person or by a duly authorized attorney in form and with guaranty of signature satisfactory to the Bond Registrar.

Upon surrender for registration of transfer of any such bond at the principal office of the Bond Registrar, the City shall execute and the Authentication Agent shall authenticate and deliver to the transferee or transferees a new Bond for a like aggregate principal amount and maturity. Bonds may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of Bonds of authorized denominations and of like maturity. The execution by the City of any Bond in any authorized denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond. No charge shall be made to any Bondholder for the privilege of registration of transfer or exchange, but any Bondholder requesting any such registration of transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto.

**Section 209. Security for the Bonds.** In order to secure the punctual payment of the principal of, premium, if any, and interest on the Bonds, the City hereby irrevocably pledges to the prompt payment of the principal of, premium, if any, and interest on the Bonds, and grants to the owners of the Bonds a first priority lien upon, all Pledged Revenues. The Pledged Revenues shall immediately be subject to the lien of this pledge for the benefit of the owners of the Bonds without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding against the City and against all other persons having claims of any kind against the City, whether such claims shall have arisen in tort, contract, or otherwise, and regardless of whether such persons have notice of the lien of this pledge. This pledge and lien shall rank superior to all other pledges that may hereafter be made and all other liens that may hereafter be granted of any of the Pledged Revenues. The City shall issue no other obligations of any kind or nature payable from or enjoying a lien on the Pledged Revenues or any part thereof having priority over or on a parity with the Bonds.

Except as expressly provided herein to the contrary, all Bonds issued and to be issued hereunder are, and are to be, to the extent provided in the Resolution, equally and ratably secured by the Resolution without preference, priority or distinction on account of the actual time or times of the authentication or delivery or maturity of the Bonds, so that, subject as aforesaid, all Bonds

at any time Outstanding hereunder shall have the same right, lien and preference under and by virtue of the Resolution and shall all be equally and ratably secured hereby with like effect as if they had all been executed, authenticated and delivered simultaneously on the date of the Resolution, whether the same or any of them shall actually have been issued as of such date, or may be authorized to be executed, authenticated and delivered after the date hereof pursuant to the provisions of the Resolution.

**Section 210. Limited Obligation.** The Bonds shall be special or limited obligations and not general obligations of the City, shall be payable solely from the Pledged Revenues, and shall be a valid claim of the Bondholders only against the Pledged Revenues, which Pledged Revenues are hereby again specifically pledged and assigned for the payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized hereby. The Bonds shall not constitute general or moral obligations of the City nor an indebtedness of, or a pledge of the faith and credit or general taxing power of, the City, Bulloch County, the Bulloch County School District, or the State of Georgia or any political subdivision thereof, within the meaning of any constitutional or statutory provision whatsoever. Neither the faith and credit nor the general taxing power of the State of Georgia, the City, Bulloch County, the Bulloch County School District, or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. Neither the members of the Governing Body nor any person executing the Bonds shall be liable personally on the Bonds by reason of the issuance thereof.

**Section 211. Records Maintenance.** In every case of an exchange of Bonds and of the registration of transfer of any Bond, the surrendered Bonds shall be held by the Bond Registrar. A certificate summarizing the exchanges or registrations of transfer occurring in the previous calendar year shall be sent at the end of each Bond Year to the City. All Bonds surrendered for exchange or registration of transfer shall be cancelled by the Bond Registrar and a certificate summarizing such cancellations for each Bond Year shall be sent to the City.

**Section 212. Destruction of Cancelled Bonds.** All Bonds paid, purchased or redeemed, either at or before maturity, shall be cancelled and delivered to the Bond Registrar when such payment or redemption is made. All Bonds so cancelled shall be destroyed upon their delivery to the Bond Registrar in accordance with the practice then prevailing with the City and record of such destruction shall be made and preserved in the permanent records of said City.

**Section 213. Form of Series 2023 Bond.** The Series 2023 Bond and the certificate of validation and certificate of authentication to be endorsed thereon will be in substantially the following terms and form, with such variations, omissions, and insertions as may be required to complete properly the Series 2023 Bond and as may be approved by the officer or officers executing the Series 2023 Bond by manual or facsimile signature, which approval shall be conclusively evidenced by such execution:

[FORM OF SERIES 2023 BOND]

THIS BOND AND THE INSTRUMENTS HEREINAFTER DESCRIBED ARE SUBJECT TO AN INVESTMENT LETTER AGREEMENT AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO THE TERMS OF SUCH INVESTMENT LETTER AGREEMENT.

*This Bond shall not be sold or transferred if such sale or transfer would void the exemption, contained in U.S. Securities and Exchange Commission Rule 15c2-12(d)(1)(i), from the disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) or any similar rules or statutes in effect at the time of such sale or transfer.*

No. R - 1

UNITED STATES OF AMERICA  
STATE OF GEORGIA  
THE CITY OF STATESBORO, GEORGIA  
TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND  
(OLD REGISTER TAD PROJECTS),  
SERIES 2023

Maturity Date: August 15, 2026  
Principal Amount: \$4,750,000  
Interest Rate: 5.95%  
Bond Date: [Date of Issuance]  
Registered Owner: Truist Bank

KNOW ALL MEN BY THESE PRESENTS that THE CITY OF STATESBORO, GEORGIA (“the City”), a municipal corporation of the State of Georgia, for value received, hereby promises to pay, but only from the sources as hereinafter provided, to the registered owner shown above, or registered assigns, the principal sum stated above, on August 15, 2026, and to pay interest at the rate of 5.95% per annum on the outstanding principal amount due (calculated on the basis of a 360-day year of twelve 30-day months), on February 15 and August 15 of each year beginning February 15, 2024 (each an “Interest Payment Date”), by check or draft mailed by first class mail to such owner at such owner’s address as it shall appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner at a wire transfer address which said registered owner has provided to the Paying Agent not less than five days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary). The principal of, premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THIS BOND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OR GENERAL OBLIGATION OF THE STATE OF GEORGIA, THE CITY, BULLOCH COUNTY, THE BULLOCH COUNTY SCHOOL DISTRICT, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA, WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION WHATSOEVER, NOR A PLEDGE OF THE

FAITH AND CREDIT OR GENERAL TAXING POWER OF ANY OF THE FOREGOING. THIS BOND SHALL NOT BE PAYABLE FROM NOR A CHARGE UPON ANY FUNDS OTHER THAN THE REVENUES PLEDGED TO THE PAYMENT HEREOF AND SHALL BE A LIMITED OR SPECIAL OBLIGATION OF THE CITY PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE BOND RESOLUTION (AS DEFINED BELOW). NO OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE GENERAL TAXING POWER OF THE STATE OF GEORGIA, THE CITY, BULLOCH COUNTY, THE BULLOCH COUNTY SCHOOL DISTRICT, OR ANY OTHER POLITICAL SUBDIVISION OF THE STATE OF GEORGIA TO PAY THE PRINCIPAL OF THIS BOND OR THE INTEREST OR ANY PREMIUM HEREON, OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE FOREGOING, EXCEPT FOR THE FUNDS PLEDGED TO SECURE THE BOND IN THE BOND RESOLUTION, NOR SHALL THIS BOND CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE FOREGOING, EXCEPT FOR THE FUNDS PLEDGED TO SECURE THE BOND IN THE BOND RESOLUTION. NEITHER THE MEMBERS OF THE GOVERNING BODY OF THE CITY NOR ANY PERSON EXECUTING THIS BOND SHALL BE LIABLE PERSONALLY ON THIS BOND BY REASON OF THE ISSUANCE HEREOF.

This Bond is the duly authorized Bond designated as the CITY OF STATESBORO, GEORGIA TAX ALLOCATION DISTRICT REFUNDING REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2023, in the principal amount of \$4,750,000 (the “Bond”), issued under and by virtue of the authority contained in and conferred by the Constitution and laws of the State of Georgia, including particularly the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et seq.*), the Revenue Bond Law (O.C.G.A. § 36-82-60, *et seq.*, a resolution of the City adopted on June 26, 2019 (the “Bond Resolution”), and other applicable provisions of law, to provide funds, together with other funds of the City, for the cost of refunding and defeasing the outstanding CITY OF STATESBORO, GEORGIA TAX ALLOCATION DISTRICT REVENUE BOND (OLD REGISTER TAD PROJECTS), SERIES 2019 and certain costs of issuance. This Bond is subject to the terms and conditions of the Bond Resolution.

In order to secure the punctual payment of the principal of and interest on this Bond, the City has pledged in the Bond Resolution to the prompt payment of the principal of and interest on this Bond, and granted to the owner of this Bond a lien upon, the “Pledged Revenues” (as defined in the Bond Resolution”), which includes all positive “tax allocation increments” (as defined in the Redevelopment Powers Law) to be derived from Tax Allocation District #2: Old Register (the “Tax Allocation District”) and the City’s general funds derived from the Tax Allocation District to the extent that the positive tax allocation increments are insufficient at any time to pay principal and interest due on this Bond. Reference is hereby made to the Bond Resolution for a description of the security for this Bond; the provisions, among others, with respect to the nature and extent of the security for this Bond; the rights, duties, and obligations of the City and the registered owner of this Bond; and the provisions regulating the manner in which the terms of the Bond Resolution may be modified, to all of which provisions the owner of this Bond, on behalf of itself and its successors in interest, assents by acceptance hereof. The City has reserved the right to issue additional parity bonds (the “Parity Bonds” and together with the Series 2023 Bond, the “Bonds”) payable from the Pledged Revenues on a parity with the Series 2023 Bond.

From and after the occurrence of an Event of Default (as defined in the Bond Resolution), until such time as such Event of Default has been remedied or otherwise waived by the Owner, the Series 2023 Bond shall bear interest at the Default Rate (as defined in the Bond Resolution). To the extent permitted by law, interest shall accrue on any overdue payment of interest or principal at the Default Rate.

Upon surrender of this Bond at the office of the City for registration of transfer, duly endorsed or accompanied by a written instrument of transfer duly executed by the registered owner of this Bond or its attorney duly authorized in writing and accompanied by the address for notices of each transferee of this Bond, the City shall execute and deliver, at the City's expense (except as provided below), a new Bond in exchange herefor, in a principal amount equal to the unpaid principal amount of the surrendered Bond. Each such new Bond shall be payable to such person as the former registered owner of this Bond may request and shall be issued as a single, fully registered bond. Each such new Bond shall be dated and bear interest from the date to which interest shall have been paid on the surrendered Bond or dated the date of the surrendered Bond if no interest shall have been paid hereon. The City may require payment of a sum sufficient to cover any stamp tax or governmental charge imposed in respect of any such transfer of this Bond. This Bond shall not be transferred in a denomination of less than the unpaid principal amount of the surrendered Bond.

This Bond is subject to prepayment prior to its maturity in accordance with, and subject to, Section 301 of the Bond Resolution.

This Bond is not a general obligation of the City but is payable solely from the Pledged Revenues (as defined in the Bond Resolution). The obligations hereunder shall be limited as provided in § 36-44-14(c) of the Redevelopment Powers Law. This Bond is issued by the City to accomplish the public purposes of the Redevelopment Powers Law.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and things required to exist, happen, and be performed precedent to and in the issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law in order to make this Bond a valid and legal special limited obligation of the City and that the issuance of this Bond, together with all other obligations of the City, does not exceed or violate any constitutional or statutory limitation applicable to the City.

IN WITNESS WHEREOF, THE CITY OF STATESBORO, GEORGIA has caused this Bond to be executed with the manual signature of its Mayor and has caused its corporate seal to be hereunto impressed and attested with the manual signature of its City Clerk, as of the date of its authentication.

THE CITY OF STATESBORO, GEORGIA

(SEAL)

By: \_\_\_\_\_  
[FORM]  
Mayor

Attest: \_\_\_\_\_  
[FORM]  
City Clerk

\* \* \* \* \*

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF BULLOCH

The undersigned Clerk of Superior Court of Bulloch County, Georgia, HEREBY CERTIFIES that the within Bond was confirmed and validated by judgment of the Superior Court of Bulloch County, Georgia, rendered on the \_\_\_\_ day of August, 2023, that no intervention or objection was filed thereto and that no appeal has been taken therefrom.

WITNESS my signature and the seal of said Court.

(SEAL)

[FORM]

Clerk of Superior Court  
Bulloch County, Georgia

CERTIFICATE OF REGISTRATION

The transfer of this Bond shall be registered on books kept by the Bond Registrar, such registration being noted hereon by the Bond Registrar in the registration blanks below, and no transfer shall be valid unless made on said books at the request of the registered holder or attorney duly authorized, and such transfer is similarly noted in the registration blank below.

<u>Date of Registration</u>	<u>In Whose Name Registered</u>	<u>Signature</u>
_____	_____	_____
-	-	-
_____	_____	_____
-	-	-
_____	_____	_____
-	-	-
_____	_____	_____
-	-	-



ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Social Security Number or  
Other Identifying Number of Assignee:

\_\_\_\_\_

Please print or type name and address  
(including postal zip code) of Assignee:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_ as Agent to transfer the within Bond on the

books kept for registration thereof, with full power of substitution in the premises.

\_\_\_\_\_  
(FORM)

Assignor

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Date: \_\_\_\_\_, 20\_\_

Signature Guaranteed:

\_\_\_\_\_  
(FORM)

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP, or MSP signature guarantee medallion programs.

[END OF BOND FORM]

[END OF ARTICLE II]

Bond Resolution

**ARTICLE III.  
PREPAYMENT**

**Section 301. Prepayment of the Series 2023 Bond.** The Series 2023 Bond is subject to prepayment prior to maturity in whole or in part at any time at the option of the City. Each prepayment of the principal balance of the Series 2023 Bond, whether in whole or in part, shall be made after giving the Owner at least seven (7) Business Days' written notice. Any prepayment of principal shall (i) be in the minimum amount of the greater of (X) 10% of Series 2023 Bond principal balance or (Y) \$250,000 and (ii) be accompanied by a payment of interest accrued to date on the Series 2023 Bond, together with any and all other sums due thereon pursuant to this Resolution. . Upon payment of the entire principal balance of the Series 2023 Bond, plus any accrued but unpaid interest thereon, the Series 2023 Bond shall cease to be entitled to any lien, benefit, or security under the Resolution and the Registered Owner shall have no rights in respect thereof.

[END OF ARTICLE III]

**ARTICLE IV.  
APPLICATION OF SERIES 2023 BOND PROCEEDS;  
REFUNDING AND DEFEASANCE OF SERIES 2019 BOND**

**Section 401. Application of Proceeds of Series 2023 Bond.** Concurrently with the delivery of the Series 2023 Bond to the initial purchaser thereof, the City shall apply the proceeds derived from the sale of the Series 2023 Bond as follows:

(a) The proceeds from the sale of the Series 2023 Bond shall be used, together with other lawfully available funds of the City, to refund and defease the outstanding Series 2019 Bond in accordance with the 2019 Resolution.

(b) To the extent proceeds from the sale of the Series 2023 Bond are available after the payment described above, proceeds, or other lawfully available funds of the City, shall be used to pay Costs of Issuance. Costs of Issuance shall be paid at closing directly to those persons who shall be entitled to the same. After all Costs of Issuance have been paid, any amount of proceeds remaining from the sale of the Series 2023 Bond shall be deposited to the Special Fund.

(c) Upon payment of the entire principal balance of the Series 2019 Bond, plus any accrued and unpaid interest thereon, the Series 2019 Bond shall cease to be entitled to any lien, benefit, or security under the 2019 Resolution and the Registered Owner shall have no rights in respect thereof.

[END OF ARTICLE IV]

**ARTICLE V.  
REVENUES AND FLOW OF FUNDS**

**Section 501. Establishment of Funds and Accounts.**

In accordance with the 2019 Resolution, the City has previously established pursuant to O.C.G.A. § 36-44-11(c) the CITY OF STATESBORO, GEORGIA SPECIAL REVENUE FUND (OLD REGISTER TAD) (the “**Special Fund**”), and in the Special Fund one (1) separate account to be known as the Rebate Account.

The Special Fund shall continue in accordance with this Resolution and be held by the Special Fund Custodian. The Special Fund (excluding the Rebate Account) shall constitute a trust fund for the purposes herein provided, shall be subject to a lien and charge in favor of the Bondholders for the purposes herein provided, and shall at all times be kept separate and distinct from all other funds of the City and the Special Fund Custodian and used only as herein provided.

The City shall deposit all Tax Allocation Increments immediately upon receipt into the Special Fund. To the extent that the Tax Allocation Increments deposited into the Special Fund are insufficient to pay all principal and interest due on the Bonds, the City shall make deposits into the Special Fund from Tax Allocation General Funds in accordance with O.C.G.A. § 36-44-20, or from any other legally available revenues.

**Section 502. Disposition of Money in Special Fund.**

(a) Special Fund. The Special Fund Custodian, without further direction from the City, shall apply money held in the Special Fund for the following purposes and in the following order of priority:

First, To the payment when due of the principal of and interest on the Bonds.

Second, To the deposit into the Rebate Account on December 1 of each year an amount sufficient to cause the balance held therein to equal or exceed the Rebate Amount most recently calculated by the Rebate Calculator, which has not been previously paid to the United States Treasury.

Third, To the payment when due of any fees and expenses owed to the Special Fund Custodian, Paying Agent or Rebate Calculator.

Fourth, any remaining money held in the Special Fund shall be paid to the City to pay Redevelopment Costs in the Tax Allocation District in accordance with the Redevelopment Powers Law. The City is to hold and be responsible for payment of such funds and any interest thereon for Redevelopment Costs.

(b) Rebate Account. The Special Fund Custodian, upon the written direction of the City and the Rebate Calculator (specifying the date, amount, address, and method of payment), shall withdraw funds from the Rebate Account for the purpose of making rebate payments (including penalties) to the United States as required by Section 148(f) of the Tax Code. Except as otherwise

specifically provided in this Section 502(b), money in the Rebate Account may not be withdrawn from the Rebate Account for any other purpose.

If the City shall deliver to the Special Fund Custodian a certificate, signed by the City and the Rebate Calculator, certifying that the City has filed all reports required to be filed with the United States pursuant to Section 148(f) of the Tax Code and has made all payments required to be made to the United States pursuant to Section 148(f) of the Tax Code with respect to the Bonds, then the Special Fund Custodian shall transfer to the Special Fund all money or investments remaining in the Rebate Fund.

In no event shall the Special Fund Custodian be responsible for determining rebate payments, or for making rebate payments, other than as directed to be paid from the Rebate Account by the Rebate Calculator.

[END OF ARTICLE V]

**ARTICLE VI.**  
**PRIORITY OF BONDS PRESERVED; PARITY BONDS; DEFEASANCE**

**Section 601. Priority of Bonds Preserved.** The City will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a charge or lien on the Pledged Revenues prior to the charge or lien herein created for the payment of the Bonds.

**Section 602. Parity Bonds.** Bonds may be issued from time to time payable from the Special Fund and ranking as to lien on the Pledged Revenues *pari passu* with the Bonds which are then outstanding, provided all the following conditions are met:

(a) There shall be no default in the payment of principal of or interest on any Bond currently existing;

(b) The principal amount of the Parity Bonds together with all other Bonds previously issued do not exceed the estimated aggregate Redevelopment Costs for the Tax Allocation District.

(c) The City shall pass proper proceedings reciting that all of the above requirements have been met, shall authorize the issuance of the Parity Bonds and shall provide in such proceedings, among other things, the rate or rates of interest and maturity dates, as well as the registration and redemption provisions, if any. The interest on the Parity Bonds of any such issue shall fall due on February 15 and August 15 of each year, and the Parity Bonds shall mature in installments on August 15, but, as to principal, not necessarily in each year or in equal installments. Any such proceeding or proceedings shall restate and reaffirm, by reference, all of the applicable terms, conditions and provisions of this Bond Resolution.

(d) The City will obtain consent from the Holder of the Series 2023 Bond prior to the issuance of any Parity Bonds.

**Section 603. Defeasance.**

(a) Any funds paid to or received by the City at any time for the purchase or retirement of Bonds shall be placed in a special fund to be created by the City (the “**Defeasance Fund**”) and applied to pay principal of and interest on the Bonds. If and when sufficient funds are deposited in such special fund to pay any outstanding Bonds including interest due or to become due thereon together with the reasonable charges and fees of the Paying Agent and Bond Registrar and together with any premium required to be paid should the Bonds be called for redemption, such deposit shall constitute payment in full of such Bonds: provided, that if such Bonds are to be redeemed prior to the maturity thereof, notice of redemption shall have been duly given or irrevocable provision satisfactory to the Paying Agent or escrow agent shall have been duly made for the giving of notice that the same are to be redeemed on a redemption date established by the City.

(b) Payment in full of any Bonds shall also be accomplished if and when sufficient funds are deposited in such a fund to constitute, in the aggregate a sum which, when invested in Government Obligations will create, from the principal of and interest on such investments, funds sufficient in amount to pay such outstanding Bonds and the interest due or to become due thereon and the reasonable charges and fees of the Paying Agent and Bond Registrar, together with any

premium required to be paid should such Bonds be called for redemption; provided, that if any Bonds are to be redeemed prior to the maturity thereof, notice of redemption shall have been duly given or irrevocable provision satisfactory to the Paying Agent or escrow agent shall have been duly made for the giving of notice that the same are to be redeemed on a redemption date established by the City.

(c) In the event all Bonds are to be redeemed or provision for their payment in full is to be made at the same time, the funds for such redemption or payment may be deposited to and such Bonds may be redeemed or paid from the Defeasance Fund.

(d) After provision shall have been made for the payment of all Bonds and the interest thereon and all expenses and charges herein required to be paid, any balance attributable solely to the Bonds remaining in such fund shall be paid to the City.

(e) At such time as payment in full of any Bonds shall be accomplished in accordance with the provisions of this Section, the lien of such Bonds created by the Resolution on the Pledged Revenues shall be discharged, and such Bonds shall no longer be considered to be outstanding for any purpose except for the payment of the principal thereof and the interest thereon and for the registration and transfer thereof.

(f) Provision for payment of the reasonable charges and fees of the Paying Agent and Bond Registrar required pursuant to this Section 603 shall be deemed to be accomplished if, in lieu of deposit to said special fund of the reasonable charges and fees of the Paying Agent and Bond Registrar, the City obtains a certificate from the Bond Registrar and Paying Agent that such charges and fees have been paid in full or satisfactory arrangements have been made between the Bond Registrar and Paying Agent and the City for such payment.

[END OF ARTICLE VI]

**ARTICLE VII.**  
**DEPOSITORIES OF FUNDS AND SECURITY FOR DEPOSITS**

**Section 701. Funds Constitute Trust Funds.** All money deposited in any fund created hereby shall constitute trust funds for which the City will be responsible as trustee and will be applied in accordance with the terms hereof and for the purposes set forth herein and will not be subject to lien or attachment by any creditor of the City, and, except as otherwise provided herein, all funds received by the City under the terms hereof will, subject to the giving of security as hereinafter provided, be deposited with a depository in the name of the City.

**Section 702. Deposits in Excess of Insured Amount.** Except for money or investments the principal of and interest on which are general obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, or an agency or instrumentality thereof, no money belonging to any of the funds to which reference is made herein will be deposited or remain on deposit with any depository or custodian in an amount in excess of the amount guaranteed or insured for public bodies by the Federal Deposit Insurance corporation or other agencies of the United States of America which may succeed to their functions unless such depository or custodian shall have pledged, for the benefit of the City and the owners of the Bonds as collateral security for the money deposited, direct and general obligations of or the obligations the principal of and interest on which are unconditionally guaranteed by the United States of America which have a market value exclusive of accrued interest and a par value at maturity at least equal to that portion of such deposit in excess of the amount so guaranteed or insured.

**Section 703. Investment of Funds.** Money in the Special Fund may be invested by the City in the following investments if and to the extent the same are at the time legal for investment of such money:

(1) Any of the following investments (presently authorized by O.C.G.A. § 36-80-3 and O.C.G.A. § 36-83-4), if and to the extent the same are at the time legal for investment of such money:

(A) Obligations of the United States and of its agencies and instrumentalities, or obligations fully insured or guaranteed by the United States government or by one of its agencies;

(B) Obligations of any corporation of the United States government;

(C) Bonds or certificates of indebtedness of the State and of its agencies and instrumentalities, or of other states;

(D) Obligations of other political subdivisions of the State;

(E) Certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured;



(F) Prime bankers' acceptances;

(G) Repurchase agreements; and

(H) The local government investment pool established by O.C.G.A. § 36-83-8; and

(2) any other investments to the extent at the time hereafter permitted by the applicable law of the State for the investment of public funds.

**Section 704. Designation of Paying Agent, Bond Registrar, and Custodians.** Truist Bank, Statesboro, Georgia, is hereby designated as depository for the Special Fund. The City Clerk is hereby designated as Paying Agent and Bond Registrar for the Series 2023 Bond. A successor depository for or custodian of any fund or account and a successor Bond Registrar and Paying Agent may, from time to time, be designated provided such successor complies with all of the provisions of the Resolution.

**Section 705. Authorization for Investments by Depositories.** The City may at any time and from time to time direct any depository or custodian for any fund to make specific investments of money on deposit in such fund in accordance with Section 703 or may provide any such depository or custodian with general and continuing authorization to invest money in any such fund in accordance with the provisions of Section 703.

[END OF ARTICLE VII]

**ARTICLE VIII  
PARTICULAR COVENANTS OF THE CITY**

**Section 801. Covenant of the City as to Performance of Obligations.** The City covenants that it will cause to be paid promptly the principal of, and premiums, if any, and the interest on every Bond issued under the provisions of this Bond Resolution at the places, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof; provided, however, the principal of, and premiums, if any, and interest on the Bonds are payable solely from the Pledged Revenues and any other income and other money to the extent provided herein, which are hereby pledged to the payment thereof in the manner and to the extent hereinabove specified.

The Bonds, the premium, if any, and the interest thereon shall not be deemed to constitute a debt, liability or obligation of the City or of the State or of any political subdivision thereof, or a pledge of the faith and credit of the City or of the State of Georgia or of any political subdivision thereof, but the Bonds shall be payable solely from the Pledged Revenues, and the City is not obligated to pay the Bonds or the interest thereon except from the Pledged Revenues and neither the faith and credit of the City nor the faith and credit or the taxing power of the State or of any political subdivision thereof is pledged to the payment of the principal of, the premium, if any, or the interest on the Bonds or costs incident thereto.

**Section 802. Covenant to Perform Undertakings.** The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Bond Resolution, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of the City pertaining thereto on its part to be observed or performed. the City covenants that it is duly authorized under the Constitution and laws of the State of Georgia, including particularly and without limitation the Redevelopment Powers Law, to issue the Bonds authorized hereby and to enter into this Bond Resolution, and to pledge the Pledged Revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 2023 Bond has been duly and effectively taken; and that such Bonds in the hands of the Bondowners thereof are and will be valid and enforceable obligations of the City according to the tenor and import thereof.

**Section 803. Covenant Concerning Enforcement Rights.** The City covenants to diligently impose, receive, collect and enforce, as applicable, the payment of Tax Allocation Increments in the manner prescribed by this Bond Resolution and all resolutions, ordinances or laws thereunto appertaining, and will pay and deposit the proceeds of Tax Allocation Increments as received into the Special Fund. Absent a default or delinquency in the payment of any Tax Allocation Increments, nothing herein shall require the prepayment of any installment due on a Tax Allocation Increments prior to its due date.

**Section 804. Maintenance of Existence of Tax Allocation District.** The City covenants to at all times maintain the existence of the Tax Allocation District and to not take any action to dissolve or terminate the existence of the Tax Allocation District until the Bonds and all other amounts payable under this Bond Resolution have been paid in full.

[END OF ARTICLE VIII]

**ARTICLE IX.  
EVENTS OF DEFAULT AND REMEDIES**

**Section 901. Events of Default.**

(a) If any of the following events occur, it is hereby defined as and declared to be and to constitute a default and an “Event of Default”:

- (1) default in the due and punctual payment of any interest on the Bond;
- (2) default in the due and punctual payment of any principal of the Bond (or premium thereon, if any), whether at the stated maturity thereof, or upon proceedings for redemption thereof;
- (3) any material breach by the City of any representation or warranty made in this Agreement or default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the City in this Agreement or in the Bond contained, subject to the provisions of subsection (b) of this Section 901;
- (4) the issuance of an order of relief by the Bankruptcy Court of the United States District Court having valid jurisdiction, granting the City relief under federal bankruptcy law, or the issuance by any other court having valid jurisdiction of an order or decree under applicable federal or state law providing for the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the City or any substantial part of its property, affairs, or assets, and the continuance of any such decree or order unstayed and in effect for a period of sixty consecutive days; or
- (5) the consent by the City to the institution of proceedings in bankruptcy against it, or to the institution of any proceeding against it under any federal or state insolvency laws, or to the filing of any petition, application, or complaint seeking the appointment of a receiver, liquidator, assignee, trustee, or sequestrator (or other similar official) of the City or of any substantial part of its property, affairs, or assets.

(b) Anything herein to the contrary notwithstanding, no default under Section 901(a)(3) shall constitute an Event of Default until actual written notice of such default by registered or certified mail shall be given by the Bondholder to the City, and the City shall have had thirty (30) days after receipt of such notice to correct such default or cause such default to be corrected and shall not have corrected such default or caused such default to be corrected within the applicable period; provided, however, if such default be such that it cannot with due diligence be cured within the applicable period but can be wholly cured within a period of time not materially detrimental to the rights of the Bondholder, to be determined conclusively by the Bondholder, it shall not constitute an Event of Default if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected in accordance with and subject to any directions or limitations of time established by the Bondholder.

**Section 902. Remedies.** If any Event of Default has occurred and is continuing, the Bondholder may exercise any right, power, or remedy permitted to it by law and may proceed to protect and enforce the rights of the Bondholder by an action at law, suit in equity, or other

appropriate proceeding, whether for the specific performance of any covenant or agreement contained herein or in the Bond, or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law or otherwise.

**Section 903. No Waivers or Election of Remedies; Expenses.** No course of dealing and no delay or omission on the part of the Bondholder in exercising any right, power, or remedy shall operate as a waiver thereof or otherwise impair or prejudice the Bondholder's rights, powers, or remedies, but any such right, power, or remedy may be exercised from time to time and as often as may be deemed expedient. No right, power, or remedy conferred by this Resolution or by the Bond upon the Bondholder shall be exclusive of any other right, power, or remedy referred to herein or therein or now or hereafter available at law, in equity, by statute, or otherwise, but each and every such right, power, or remedy shall be cumulative and shall be in addition to every other right, power, or remedy given under this Resolution or the Bond or now or hereafter existing at law, in equity, by statute, or otherwise. the City will pay to the Bondholder on demand such further amount as shall be sufficient to cover all costs and expenses of the Bondholder incurred in any enforcement or collection under this Section 903, including, without limitation, reasonable attorneys' fees, expenses, and disbursements actually incurred.

[END OF ARTICLE IX]

**ARTICLE X.  
SUPPLEMENTAL PROCEEDINGS**

**Section 1001. Supplemental Proceedings Not Requiring Consent of Bondholders.**

This Bond Resolution may be modified, altered, amended or expanded by the City without the consent of, or notice to, any of the Bondholders for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission or inconsistent provision in the Resolution;
- (b) to grant to or confer any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders;
- (c) to subject to the lien and pledge of the Resolution additional rents, revenues, receipts, properties or other collateral;
- (d) to evidence the appointment of successors to any depositories, custodian, Paying Agent or Bond Registrar hereunder; and
- (e) to provide for the issuance of Parity Bonds in accordance with the provisions of this Bond Resolution.

**Section 1002. Supplemental Proceedings Requiring Consent of Bondholders.** The Resolution may, from time to time, be modified, altered and amended by adding to or rescinding in any particular any terms or provisions contained herein. Such modifications, alterations and amendments shall be made by a supplemental resolution. No such proceedings shall become effective unless the registered owners of at least fifty-five percent of the aggregate principal amount of the affected Bonds then outstanding shall have filed with the City, within sixty days after the adoption of such resolution, written consent to approval thereof. If the approval as herein required is received by the City, then the supplemental resolution shall thereafter form a part of the Resolution for any and all purposes.

Notwithstanding the preceding paragraph, nothing contained herein shall permit or be construed as permitting:

- (a) the extension of the maturity of any Bonds issued hereunder;
- (b) the reduction in or alteration of the interest on the Bonds or any modification of the terms of payment of principal and interest thereon; or
- (c) the reduction of the percentage of the principal amount of Bonds required for consent to such modification, alteration or amendment.

A modification or amendment of the provisions with respect to increasing payments required to be made to the Special Fund to pay principal of and interest on the Bonds shall not be deemed a change in the terms of payment.

If at any time the City shall seek to adopt any supplemental resolution for any purposes in this Section, it shall notify the Bond Registrar (if other than the City Clerk), and the Bond Registrar shall cause notice of the proposed execution of such supplemental resolution to be mailed by first class mail to the Bondholders, but no failure to mail any such notice nor any defect in any notice shall affect the right of the City to effect the validity of such supplemental resolution if all necessary consents are obtained. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy of the same is on file with the Bond Registrar. Upon the adoption of any such supplemental resolution as in this Section 1002 permitted and provided the Resolution shall be deemed to be modified and amended in accordance therewith.

**Section 1003. Effect of Supplemental Proceeding.** Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of the Resolution, and all the terms and conditions contained in any such supplemental resolution as to any provision authorized to be contained therein shall be a part of the terms and conditions of the Resolution and shall be effective as to all owners of the then Outstanding Bonds and of any Parity Bonds, and no notation or legend of such modifications and amendments shall be required to be made on any such outstanding bonds.

**Section 1004. Resolution Constitutes Contract.** The provisions, terms and conditions of the Resolution shall constitute a contract by and between the City and the owners of Outstanding Bonds, and, after the issuance of the Bonds, the Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds nor shall the City adopt any resolution in any way ever adversely affecting the rights of such owners so long as any of the Bonds or the interest thereon shall remain unpaid; provided, however, that the provisions of this Section shall not be construed to restrict or impair any rights reserved to the City by the provisions of this Article X.

**Section 1005. Subsequent Proceedings Consistent With Resolution.** Any subsequent proceeding or proceedings authorizing the issuance of Parity Bonds as permitted under the provisions of the Resolution shall not conflict with the terms and conditions of the Resolution, but shall, for all legal purposes, contain all the covenants, agreements and provisions of the Resolution for the equal protection and benefit of all owners of Bonds.

[END OF ARTICLE X]

**ARTICLE XI.  
MISCELLANEOUS PROVISIONS**

**Section 1101. Merger of Paying Agent.** Any bank or trust company with or into which the Paying Agent may be merged or consolidated or to which the assets and the business of the Paying Agent may be sold shall be the successor Paying Agent for the purpose of the Resolution.

**Section 1102. Limitation on Liability from Funds on Deposit with the Paying Agent.** Should any Bonds not be presented for payment when due, the Paying Agent shall retain, for the benefit of the owners of such bonds, a sum of money sufficient to pay such bonds when the same are presented by the owners thereof for payment. All liability of the City to the owners of such Bonds and all rights of such owners against the City under the Bonds or under the Resolution shall thereupon terminate, and the sole right of such owners shall thereafter be against such funds on deposit with the Paying Agent.

If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, the Paying Agent, at the written request of the City, shall transfer to the City's general fund all funds theretofore held by it for payment of such bond. The Paying Agent shall thereupon be released and discharged with respect to such bonds, and such bond shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the City.

**Section 1103. Validation.** The Series 2023 Bond shall be validated in the manner provided by law, and, to that end, notice of the adoption of this Bond Resolution and a copy hereof shall be served upon the District Attorney of the Ogeechee Judicial Circuit of Georgia in order that proceedings for the above purpose may be instituted in the Superior Court of Bulloch County.

**Section 1104. Rebate Calculator.** The City shall appoint and pay a Rebate Calculator, if necessary, to calculate and determine the Rebate Amount, if any, as required by Section 148(f) of the Tax Code. All calculations and determinations made by a Rebate Calculator shall be accompanied by the opinion of the Rebate Calculator that such calculations and determinations have been made in accordance with the requirements of Section 148(f) of the Tax Code. The City agrees to pay to the United States Treasury the amount determined by the Rebate Calculator to be due to the United States Treasury before the due date specified by the Rebate Calculator, from amounts on deposit in the Rebate Fund or from other legally available funds. The City shall cause to be filed all reports required to be filed with the United States pursuant to Section 148(f) of the Tax Code in connection with the Bond.

**Section 1105. Federal Tax and Non-Arbitrage Certificate.** The City agrees that it shall not take or cause or permit to be taken, or fail to take or cause or permit to fail to be taken, any action which may render the interest on the Series 2023 Bond subject to federal or Georgia income taxation, or which, if reasonably expected on the date of issuance of any series of bonds, would have caused interest on any of the Series 2023 Bond to be subject to federal or Georgia income taxation.

The City covenants not to make or permit the use of, nor direct any depository or custodian to make any investment of, any proceeds of the Series 2023 Bond which, if such use or investment

had been reasonably expected on the date of issuance of the Series 2023 Bond, would have caused such bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code, and such regulations promulgated from time to time under said Section 148 as may be applicable to the Series 2023 Bond. The City further covenants that it will comply throughout the term of the Series 2023 Bond with the requirements of said Section 148 and any such applicable regulations to the end of preventing the Series 2023 Bond from become “arbitrage bonds.” Nothing contained in this Section shall be construed to impose contractual obligations on the City which are more onerous or burdensome than the requirements (as they shall exist from time to time) of said Section 148 and any such applicable regulations which must be observed in order to prevent the Series 2023 Bond from becoming “arbitrage bonds.”

**Section 1106. [Reserved].**

**Section 1107. Exemption from Disclosure Requirements.** The City covenants that the disclosure requirements of U.S. Securities and Exchange Commission Rule 15c2-12 do not apply to the Series 2023 Bond because the issuance and delivery of the Series 2023 Bond to the purchaser thereof comply with the exemption contained in Section 15c2-12(d)(1)(i) of said rule.

**Section 1108. Applicable Provisions of Law.** The Resolution shall be governed by and construed in accordance with the laws of the State of Georgia.

**Section 1109. Partial Invalidity.** In case any one or more of the provisions of the Resolution or the Bonds shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but the Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and the Resolution shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Revenue Bond Law, and, if any provisions hereof conflict with any applicable provisions of said law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provisions hereof in conflict or not in harmony therewith.

**Section 1110. Payments Due on Saturdays, Sundays, and Holidays.** In any case where the date of payment of the principal of or interest on the Bonds or the date fixed for redemption of any Bonds shall be in the City of payment a Saturday, Sunday, or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of such principal or interest need not be made on such date but may be made on the next succeeding business date with the same force and effect as if made on the Interest Payment Date or on the date of stated maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

**Section 1111. Authorization of Other Documents and Actions.** The Mayor, City Clerk, City Attorney, or other officers or agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Bond Resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2023 Bond, including but not limited to (i) negotiating and signing paying agency or other agreements with the bond registrar and paying agent named herein or any successor bond registrar or paying agent, (ii) negotiating and signing depository or other



necessary agreements with the custodians of any funds described herein or any successor custodians of such funds, and (iii) executing and filing with the Internal Revenue Service a completed Form 8038-G upon closing of the Series 2023 Bond. All actions heretofore taken and all documents heretofore executed in connection with the issuance of the Series 2023 Bond are ratified and approved.

**Section 1112. [Reserved].**

**Section 1113. Financial Statements.** The City shall furnish to the Bondholder, for so long as the Series 2023 Bond remains outstanding, annual audited financial statements of the City within 180 days of the end of the fiscal year, or as soon as such financial statements become available. Upon written request, the City will provide to the Bondholder such financial or other information regarding the financial affairs of the City as the Bank shall reasonably request.

**Section 1114. Captions.** The captions or headings in this Bond Resolution are for convenience only and in no way limit or describe the scope or intent of any provisions or sections of this Bond Resolution.

**Section 1115. Repealer.** Except as specifically provided herein, any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Bond Resolution shall be and the same hereby are repealed, and the Resolution shall be in full force and effect from and after its adoption.

APPROVED AND ADOPTED this July 18, 2023.

THE CITY OF STATESBORO, GEORGIA

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

(SEAL)

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

CLERK'S CERTIFICATE

Now comes the undersigned City Clerk of the City of Statesboro, Georgia ("the City"), keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Mayor and City Council in a public meeting properly and lawfully held and assembled on July 18, 2023, the original of which resolution has been entered in the official records of the City under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of Official Code of Georgia Annotated.

(S E A L)

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City Clerk

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
John C. Riggs  
Shari Barr



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

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

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

**From:** Cain Smith, City Attorney

**Date:** July 10, 2023

**RE:** July 18, 2023 City Council Agenda Items

**Policy Issue:** Consideration of resolution authorizing and directing City of Statesboro to appropriate available and uncommitted funds in its budget for the current fiscal year and future fiscal year budgets in an amount equal to the sum of any deficiency in the payment of debt service, if any, on the City of Statesboro, Georgia Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), Series 2023, anticipated to be issued and delivered on or about August 15, 2023.

**Recommendation:** Approval

**Background:** Truist requires this resolution committing City to commit funding beyond any potential TAD revenue shortfall.

**Budget Impact:** Unknown

**Council Person and District:** All

**Attachments:** Proposed Resolution

**STATE OF GEORGIA  
COUNTY OF BULLOCH**

**MAYOR AND COUNCIL OF THE CITY OF STATEBORO GEORGIA**

**RESOLUTION 2023 - 36**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF STATEBORO GEORGIA TO APPROPRIATE FUNDS TO COVER DEFICIENCY IN TAD REVENUES**

WHEREAS the City established the Old Register Tax Allocation District by Resolution on August 7, 2018; and

WHEREAS the City approved a Resolution on June 26, 2019 authorizing the Old Register TAD Projects, Series 2019 Revenue Bond with Truist Bank (“Lender”) in the principle amount of \$4,750,000; and

WHEREAS City must refinance the City of Statesboro, GA Tax Allocation District Revenue Bond - Old Register TAD Projects, Series 2019 Revenue Bond with Lender; and

WHEREAS, Lender requires assurances from City to cover any deficiency in TAD collections should they be insufficient to cover debt service.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF STATESBORO THAT:

The City is hereby authorized and directed to appropriate available and uncommitted funds in its budget for the current fiscal year and future fiscal year budgets in an amount equal to the sum of any deficiency in the payment of debt service, if any, on the City of Statesboro, Georgia Tax Allocation District Refunding Revenue Bond (Old Register TAD Projects), Series 2023, anticipated to be issued and delivered on or about August 15, 2023

RESOLUTION APPROVED AND ADOPTED this 18th day of July 2023.

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

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



Timothy E. Grams  
Fire Chief

# Statesboro Fire Department

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



Jonathan M. McCollar  
Mayor

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## City Council Agenda Memorandum

**To:** Charles Penny, City Manager

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

**Date:** 7-5-2023

**RE:** Approval to Accept 2022 Assistance to Firefighters Grant (AFG)

**Policy Issue:** NA

**Recommendation:** To approve the acceptance of the 2022 Assistance to Firefighters Grant (AFG) which has been awarded to the Statesboro Fire Department.

**Background:** In January 2023 the Statesboro Fire Department submitted an application for the 2022 AFG. The total amount requested for this application was \$112,000 to fund the following projects.

- 1) Continuation of the Fire Department Physician Program.
  - \$35,000.00 project request.
- 2) Self-Contained Breathing Apparatus (SCBA) Cascade System
  - Includes Breathing Air Compressor and SCBA fill station.
  - \$77,000.00 project request.

The Statesboro Fire Department has been award \$111,512.00 of the \$112,000 requested. The Statesboro Fire Department was only awarded funding for both projects submitted with this application.

**Budget Impact:** The relevant stipulations of this accepting this grant is a 10% cost share to be paid by the City/Fire Department. For the amount awarded the City/Fire Department's financial obligation would be \$10,137.46. The amount of federal funds that would be received would total \$101,374.54. Staff is confident that the cost required by local match obligation can be absorbed by the Fire Department's annual budget which would require no additional allocation of funds.

**Council Person and District:** All

**Attachments:** Grant Award Packet which includes:

1. FEMA Grant Award Letter
2. Summary Award Memo
3. Agreement Articles
4. Obligating Document
5. Resolution Requesting Approval to accept the 2022 Assistance to Firefighters Grant (AFG).

# Award Letter

U.S. Department of Homeland Security  
Washington, D.C. 20472

Effective date: 06/20/2023



Stephan Hutchins  
CITY OF STATESBORO  
P.O. BOX 348  
STATESBORO, GA 30459

EMW-2022-FG-06195

Dear Stephan Hutchins,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2022 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$101,374.54 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$10,137.46 for a total approved budget of \$111,512.00. Please see the FY 2022 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2022 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P. Williams".

PAMELA WILLIAMS  
Assistant Administrator, Grant Programs

# Summary Award Memo

**Program:** Fiscal Year 2022 Assistance to Firefighters Grant

**Recipient:** CITY OF STATESBORO

**UEI-EFT:** SH1HA2CSKFX3

**DUNS number:** 026556241

**Award number:** EMW-2022-FG-06195

## Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2022 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

## Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

<b>Object Class</b>	<b>Total</b>
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$76,512.00
Supplies	\$0.00
Contractual	\$35,000.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$101,374.54
Non-federal	\$10,137.46
<b>Total</b>	<b>\$111,512.00</b>
Program Income	\$0.00

## **Approved scope of work**

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2022 AFG NOFO.

### **Approved request details:**

## **Equipment**



## **Air Compressor/Cascade/Fill Station (Fixed or Mobile) for filling SCBA**

### DESCRIPTION

(1) 6000psi Compressor System - \$41,140 (1) Stationary Cascade Fill Station - \$17,700 (4) 6000psi Cylinders - \$8,840.00 (1) 4 Bank Cylinder Rack - \$1880.00 (1) Site survey, installation, leak test, air sample, written report - \$2,500.00

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$76,512.00	\$76,512.00	Equipment

## **Wellness and fitness programs**

### **Periodic Physical Exam/Health Screening**

#### DESCRIPTION

Contract with a local licensed medical doctor (MD) to serve as the department's medical director. Will be responsible for overseeing and signing off on NFPA 1582-compliant exams and results. This addition will complete all 5 priority 1 activities listed under the Health and Wellness Guidelines

QUANTITY	UNIT PRICE	TOTAL
1	\$35,000.00	\$35,000.00

#### BUDGET CLASS

Contractual

# Agreement Articles

**Program:** Fiscal Year 2022 Assistance to Firefighters Grant

**Recipient:** CITY OF STATESBORO

**UEI-EFT:** SH1HA2CSKFX3

**DUNS number:** 026556241

**Award number:** EMW-2022-FG-06195

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**Article 1****Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**Article 2****General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**Article 3****Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**Article 4****Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**Article 5****Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Article 6****Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Article 7****Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**Article 8****Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**Article 9****Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**Article 10 Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**Article 11 Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**Article 12 Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**Article 13 Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

**Article 14 Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.



**Article 15 E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety**

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

**Article 16 Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**Article 17 False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**Article 18 Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Article 19 Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

**Article 20 Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Article 21****Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

**Article 22****John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons

**Article 23****Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Article 24****Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**Article 25****National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

<p><b>Article 26</b></p>	<p><b>Nondiscrimination in Matters Pertaining to Faith-Based Organizations</b>  It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p>
<p><b>Article 27</b></p>	<p><b>Non-Supplanting Requirement</b>  Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.</p>
<p><b>Article 28</b></p>	<p><b>Notice of Funding Opportunity Requirements</b>  All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.</p>
<p><b>Article 29</b></p>	<p><b>Patents and Intellectual Property Rights</b>  Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p>
<p><b>Article 30</b></p>	<p><b>Procurement of Recovered Materials</b>  States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p>
<p><b>Article 31</b></p>	<p><b>Rehabilitation Act of 1973</b>  Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.</p>

**Article 32 Reporting of Matters Related to Recipient Integrity and Performance**  
General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 33 Reporting Subawards and Executive Compensation**  
Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**  
Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the

application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

**Article 35 SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**Article 36 Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**Article 37 Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

**Article 38 Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**Article 39 USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**Article 40 Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**Article 41 Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

**Article 42 Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

**Article 43****Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

**Article 44****Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

**Article 45****Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

**Article 46****Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

**Article 47****Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

**Article 48****Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.



**Article 49      EHP Compliance Review Required**

Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY22 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY22 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY22 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or [FireGrants@fema.dhs.gov](mailto:FireGrants@fema.dhs.gov) to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

## Obligating document

<b>1. Agreement No.</b> EMW-2022-FG-06195	<b>2. Amendment No.</b> N/A	<b>3. Recipient No.</b> 586000668	<b>4. Type of Action</b> AWARD	<b>5. Control No.</b> WX01191N2023T		
<b>6. Recipient Name and Address</b> CITY OF STATESBORO 50 E MAIN ST STATESBORO, GA 30458		<b>7. Issuing FEMA Office and Address</b> Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		<b>8. Payment Office and Address</b> FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
<b>9. Name of Recipient Project Officer</b> Stephan Hutchins		<b>9a. Phone No.</b> 9126012680	<b>10. Name of FEMA Project Coordinator</b> Assistance to Firefighters Grant Program		<b>10a. Phone No.</b> 1-866-274-0960	
<b>11. Effective Date of This Action</b> 06/20/2023	<b>12. Method of Payment</b> OTHER - FEMA GO	<b>13. Assistance Arrangement</b> COST SHARING		<b>14. Performance Period</b> 06/27/2023 to 06/26/2025 <b>Budget Period</b> 06/27/2023 to 06/26/2025		
<b>15. Description of Action a. (Indicate funding data for awards or financial changes)</b>						
<b>Program Name Abbreviation</b>	<b>Assistance Listings No.</b>	<b>Accounting Data(ACCS Code)</b>	<b>Prior Total Award</b>	<b>Amount Awarded This Action + or (-)</b>	<b>Current Total Award</b>	<b>Cumulative Non-Federal Commitment</b>
AFG	97.044	2023-F2-GB01 - P410-xxxx-4101-D	\$0.00	\$101,374.54	\$101,374.54	\$10,137.46
Totals			\$0.00	\$101,374.54	\$101,374.54	\$10,137.46
<b>b. To describe changes other than funding data or financial changes, attach schedule and check here:</b> N/A						
<b><del>16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)</del></b> This field is not applicable for digitally signed grant agreements						

<b>17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>18. FEMA SIGNATORY OFFICIAL (Name and Title)</b>	<b>DATE</b>
<b>PAMELA WILLIAMS, Assistant Administrator, Grant Programs</b>	<b>06/20/2023</b>

**RESOLUTION 2023 - 37: A RESOLUTION TO ACCEPT 2022  
ASSISTANCE TO FIREFIGHTERS GRANT FOR THE CITY OF  
STATESBORO, GEORGIA**

THAT WHEREAS, on June 23rd, 2022, the City of Statesboro Fire Department received notification from FEMA of intent to award the 2022 Assistance to Firefighters Grant in the amount of \$101,374.54, Grant Number EMW-2022-FG-06195, with a 10% match in the amount of \$10,137.45, to fund the purchase of a new Self-Contained Breathing Apparatus Air Compressor and Cascade System with a cost of \$76,512.00 as well as the Fire Department Physician Program with a cost of \$35,000.00. The total amount awarded is \$111,512.00 as per the attached documents dated 06/20/2023; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Statesboro, Georgia in regular session assembled this 18<sup>th</sup> day of July hereby accepts the 2022 Assistance to Firefighters Grant

Adopted this 18<sup>th</sup> day of July 2023.

CITY OF STATESBORO, GEORGIA

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By Jonathan McCollar, Mayor

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Attest: Leah Harden, City Clerk



Timothy E. Grams  
Fire Chief

# Statesboro Fire Department

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



Jonathan M. McCollar  
Mayor

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## City Council Agenda Memorandum

**To:** Charles Penny, City Manager

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

**Date:** 7-6-2023

**RE:** Purchase of Self-Contained Breathing Apparatus (SCBA) Compressor and Cascade System

**Policy Issue:** NA

**Recommendation:** Allow the Statesboro Fire Department to move forward with the sole source purchase and installation of a Revolveair SCBA Air Compressor and Cascade system from Municipal Emergency Services (MES) Inc. for an amount of \$70,856.70

**Background:** The Fire Department was recently awarded the 2022 Assistance to Firefighters Grant to fund the replacement of a SCBA air compressor and cascade system. This unit will be replacing a system that is over twenty-five (25) years old which is becoming difficult and prohibitively expensive to maintain. The current system is also incapable of filling newer SCBA bottles within the Fire Department which require a higher pressure than the system can produce. The new system will meet the needs of the Fire Department as well as allow the Department to comply with NFPA and OSHA Standards.

**Budget Impact:** This purchase will utilize funds awarded from the 2022 Assistance to Firefighters (AFG) Grant.

**Council Person and District:** All

**Attachments:** None

# CITY OF STATESBORO

## COUNCIL

Phillip A. Boyum  
Paulette Chavers  
Venus Mack  
John C. Riggs  
Shari Barr



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

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

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

**From:** Cain Smith, City Attorney

**Date:** July 10, 2023

**RE:** July 18, 2023 City Council Agenda Items

**Policy Issue:** Consideration of IGA with City of Brooklet for provision of wastewater treatment services

**Recommendation:** Approval

**Background:** Brooklet desires to provide wastewater collection services to handle future growth within its service area. City of Statesboro would provide treatment of wastewater delivered to the Statesboro system by Brooklet in accordance with referenced IGA

**Budget Impact:** Unknown

**Council Person and District:** All

**Attachments:** Proposed IGA

**Draft SB-1**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF  
BROOKLET, GEORGIA AND THE CITY OF STATESBORO GEORGIA FOR  
WASTEWATER TREATMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF BROOKLET, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter “**Brooklet**”), and **THE CITY OF STATESBORO, GEORGIA**, a municipal corporation organized and existing under the laws of the State of Georgia (hereinafter “**Statesboro**”).

**WITNESSETH :**

**WHEREAS**, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia provides, in pertinent part, that a county, school district, or other political subdivision of the State of Georgia may contract with one another for the provision of services, and for the use of facilities which the County, school district or other political subdivision is authorized by law to provide, for a term not to exceed 50 years; and

**WHEREAS**, Statesboro owns and operates a Wastewater Treatment Plant, herein called “WWTP”, for the treatment of sanitary wastewater sewage; and

**WHEREAS**, Brooklet is desirous of constructing a wastewater treatment system, and in connection there with, has received a matching grant from the State of Georgia in the amount of \$2,031,000 for such purposes, which will necessitate the financing of the portion of the project for the match required by the grant, and perhaps additional funds, all of which shall be sufficient only to construct the necessary infrastructure for a wastewater treatment system without constructing a wastewater treatment plant; and

**WHEREAS**, Brooklet ultimately hopes to construct a wastewater treatment plant in the future if there is a sufficient customer base provided by growth that is anticipated to occur in the area; and

**WHEREAS**, Statesboro has agreed, pursuant to the terms and provisions of this Intergovernmental Agreement, to treat the sewage generated by Brooklet’s wastewater treatment system, not to exceed 100,000 gallons per day initially and not to exceed 300,000 gallons per day within 5 years from the date of this Intergovernmental Agreement, provided that no Industrial Users or Contributors will be allowed to connect to Statesboro’s system (via Brooklet) under this Intergovernmental Agreement, without Statesboro’s express written consent, and Statesboro shall, subject to the terms and provisions of this Intergovernmental Agreement, continue to provide such service until such time that Brooklet constructs its own wastewater treatment plant or is provided access to another wastewater treatment plant.

**NOW THEREFORE**, for and in consideration of good and valuable consideration described herein, together with the mutual and reciprocal benefits flowing to each of the parties hereto, the parties do hereby agree as follows:

**Definitions.**

For the purpose of this Intergovernmental Agreement, the words, terms and abbreviations used herein shall have the meanings, unless the context specifically indicates otherwise, as set out and defined in Chapter 82 of the Code of Ordinances of Statesboro, “ARTICLE IV.-SEWER SERVICE”, (hereinafter referred to as “Sewer Ordinance”) as amended from time to time.

**Effective Date, Term and Termination.**

This Intergovernmental Agreement shall be effective as of the 20th day of July, 2023, and shall have a term of 50 years from said effective date, unless sooner terminated as follows:

- a. There is no longer a wastewater treatment plant operated for the benefit of the citizens of Statesboro;
- b. Brooklet notifies Statesboro that it is either unable to obtain the requisite financing to construct a wastewater treatment system (to include Aid to Construction Fees provided for in paragraph 8 of this Agreement) or is unable to obtain from Bulloch County the requisite easement along the S & S Greenway Trail adjacent to Josh Hagin Road owned by the County to connect to Statesboro’s wastewater treatment system; or
- c. Brooklet provides at least 90 days notice to Statesboro that it has either constructed its own wastewater treatment plant, or that it has access to another wastewater treatment plant to treat sewage discharged from its wastewater treatment system, and that Brooklet is desirous of terminating this intergovernmental agreement effective as of a certain date.

**Compatibility of Brooklet’s System and Statesboro’s System.**

Because Brooklet’s wastewater treatment system shall be tied into and must be compatible with Statesboro’s system, Brooklet and Statesboro agree to the following:

- a. Statesboro’s Approval of Plans and Specifications.

Statesboro shall, prior to the beginning of construction of Brooklet’s wastewater treatment system, first approve the plans and specifications under which such system shall be constructed, which approval shall not unreasonably be withheld. Statesboro agrees to conduct its review of such plans and specifications in a timely manner such that the project is not unreasonably delayed. Such approval shall be given in writing.



b. Statesboro's Approval of Brooklet's Sewer Ordinance.

Brooklet shall adopt a sewer ordinance substantially similar to Statesboro, and prior to adoption thereof, or any amendment thereto, Statesboro shall first approve the language contained therein, which approval shall not unreasonably be withheld. Statesboro agrees to conduct its review of any such proposed ordinance or any amendment thereto in a timely manner such that the adoption of any such proposed ordinance or any amendment thereto is not unreasonably delayed.

c. Compliance with Applicable Laws.

In the construction, maintenance and operation of its wastewater treatment system, Brooklet agrees to comply with all State and Federal laws.

d. Enforcement of Sewer Ordinance.

Brooklet agrees to enforce its sewer ordinance, as adopted and/or amended, as contemplated in subparagraph b above.

e. Customer Outside Brooklet's City Limits.

In the event there is a sewer customer located outside of the municipal boundaries of Brooklet, as may be amended from time to time, but within Brooklet's Service Delivery Area for sewer as set forth in the applicable Service Delivery Strategy Agreement by and among Bulloch County and its municipalities, and Brooklet is desirous of serving such customer, and Brooklet's City Council determines that it is it logistically and financially feasible for Brooklet to do so, Brooklet shall first obtain the approval of Statesboro to serve such customer, which approval shall not be unreasonably withheld. Conversely, if Brooklet is not desirous of serving such customer for any reason, including, but not limited to, logistical or financial reasons, Statesboro may serve such customer if it obtains the approval of Brooklet, which approval shall not be unreasonably withheld. Any such approvals under this paragraph shall be in writing.

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**Discharge Limitations.**

It is understood by and between Brooklet and Statesboro that there is limited capacity in the WWTP, and therefore agree that Brooklet's right to discharge into Statesboro's WWTP shall be subject to the following limitations:

a. Brooklet's maximum flow rate to the WWTP shall not exceed 100,000 gallons per day at an initial start up, which flow rate may continue to be increased over a period of up to 5 years and up to a maximum of 300,000 gallons per day.

b. After the maximum of 300,000 gallons per day is reached, any new connections to the WWTP by Brooklet shall be prohibited unless sufficient capacity is available in all downstream conveyance and treatment facilities including, but not limited to, capacity for flow, CBOD and TSS, as determined by Statesboro. Any approval for additional connections that

would increase flow rate over and above 300,000 gallons per day must be approved by Statesboro, which approval shall be in writing.

c. Brooklet shall not allow, without Statesboro's express written consent (such as in a case where pretreatment is available), any Industrial User or Contributor to connect to Brooklet's wastewater treatment system to the extent served by Statesboro's WWTP, it being understood and agreed that only residential customers discharging Normal Sewage and Commercial Users or Contributors shall be allowed to ultimately discharge into Brooklet's wastewater treatment system being served by Statesboro's WWTP unless Brooklet obtains Statesboro's express written consent to the contrary.

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### **Measuring Devices.**

a. Statesboro agrees to provide, install, and maintain an accurate sewage metering device at a location in close proximity to the Five Points Roundabout and in a manner which will ensure the volume of all sewage flowing from Brooklet to the WWTP will be measured at the point where it's sewage leaves Brooklet's system and connects to Statesboro's system to discharge to Statesboro WWTP. The measuring device shall be equipped with an automatic flow measuring and recording device.

b. The records and reports from such measuring device shall be kept and maintained by Statesboro, and shall be made available to Brooklet within a reasonable time upon written request.

c. In the event of failure of such measuring device for the purpose of determining charges pursuant to this Agreement, the daily measurement of flow will be determined as the average daily volume from the preceding three month period.

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### **Testing and Sampling.**

a. Sampling of sewage from Brooklet's sewage treatment system shall be reasonably carried out by customarily accepted methods in the industry as reasonably required by Statesboro.

b. Both parties will reasonably cooperate in performing such additional tests and sampling that is required by the State or Federal Agency having jurisdiction.

c. Testing and sampling required by this Agreement will be performed monthly at the expense of Brooklet at a state approved and certified laboratory.

d. Statesboro shall have the right, at all reasonable times, to inspect, examine, sample, and test all sewers and sewage of Brooklet.

e. Statesboro shall have the right to refuse to accept or treat sewage that is in violation of Statesboro's Sewer Ordinance.

### **Operations.**

- a. Both parties will at all times use reasonable and diligent care to keep their sewer systems and water pollution control facilities in good operating condition.
- b. All parts of the WWTP and all records and accounts relating to the matters covered by this Intergovernmental Agreement and the applicable sewer ordinances, shall be made available for inspection by either party at any reasonable time.
- c. Both parties agree to reasonably cooperate with one another in the enforcement of their respective sewer related ordinances.
- d. Neither party shall be liable to the other for damages in the case of an operational or system failure not due to its negligence or which is caused by an event beyond its control.

### **Charges and Payments.**

- a. Aid to Construction Fees.
  - i. Brooklet shall pay to Statesboro a one-time Aid to Construction Fee in the amount of \$160,000.00 for the first 100,000 gallons per day (GPD) of capacity in Statesboro's WWTP, calculated as follows:  $(\$1.60 \text{ per gallon}) \times (100,000 \text{ GPD}) = \$160,000.00$ . One half of said amount, \$80,000.00, shall be paid within 90 days from the date of the Notice to Proceed from Brooklet to the applicable contractor that is awarded the bid to construct Brooklet's wastewater treatment system. The remaining one half, \$80,000.00, shall be paid on or before the date that sewage begins flowing from Brooklet's system to Statesboro's WWTP.
  - ii. Beginning with the date that the sewage flowing from Brooklet's wastewater treatment system to Statesboro's WWTP is in excess of 100,000 gallons per day (GPD), Brooklet shall pay to Statesboro a one-time Aid to Construction Fee in the amount of \$640,000.00 for an additional 200,000 GPD of capacity, based upon the following calculation:  $(\$3.20 \text{ per gallon}) \times (200,000 \text{ GPD}) = \$640,000.00$ .

- b. Rate for Treatment.

Statesboro shall charge Brooklet and Brooklet shall pay Statesboro during the term of this Agreement for the treatment of sewage from Brooklet's wastewater treatment system being treated at Statesboro's WWTP at a rate that is equal to one and one half times Statesboro's in city sewer rate for residential customers for 1000 gallons per day of sewer flow, which rate is presently \$3.19 as of July 1, 2023. Statesboro agrees to provide Brooklet at least 30 days notice of any change in the in city sewer rate for residential customers that affects the rate being

charged to Brooklet so that Brooklet can make any needed change in the sewer rates to its customers.

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#### **Future Construction.**

Statesboro shall be responsible for any future capital expenditures or investments necessary to provide adequate capacity for the distribution and treatment of sewage from Brooklet's wastewater treatment system to be treated by Statesboro's WWTP in accordance with this Agreement.

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#### **Brooklet Rate/Payment Covenant.**

Brooklet agrees that at all times during the term of this Agreement that it shall establish and maintain sufficient sewer rates and charges to meet the payment obligations of Brooklet arising under this Agreement. Furthermore, the payment obligations of Brooklet arising under this Agreement shall constitute a general obligation for which the full faith, credit and taxing power of Brooklet are pledged. Notwithstanding the foregoing, Brooklet may make any payments due under this Agreement from any lawful available funds.

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#### **Remedies.**

a. General remedies.

This Agreement may be enforced utilizing all remedies available at law or equity, including, but not limited to, breach of contract, specific performance and mandamus. It is agreed that jurisdiction and venue shall be in the Superior Court of Bulloch County. If Statesboro is the prevailing party in any such action, Statesboro shall be entitled to recover from Brooklet reasonable attorneys fees, which amount shall be determined and approved by the judge presiding over the action.

b. Nonpayment.

If, at any time during the term of this Agreement, Brooklet is in excess of thirty (30) days past the due date for making any payment due hereunder, a 10% late fee will be assessed. If Brooklet disputes the amount due, Brooklet may make the payment under protest, and the parties agree to reasonably cooperate with one another in an attempt to resolve the disputed amount. In the event the dispute is not resolved within ninety (90) days of such due date, either party may file an action in the Superior Court of Bulloch County to seek a declaration or determination of the amount due. If, however, Brooklet is in excess of ninety (90) days past the due date for making any such payment hereunder, and has not paid the same under

protest, Brooklet shall be deemed to be in breach of contract, and subject to the remedies set forth in subparagraph a above.

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**Severance.**

In the event any court of competent jurisdiction declares any part or parts of this Agreement to be unlawful or unenforceable, such part or parts shall be severed from this Agreement, and the remaining part or parts shall remain enforceable in order to carry out the original purposes and intent of this Agreement to the extent reasonably practicable.

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**Merger and Amendments.**

This writing constitutes the entire agreement by and between the parties. Any additions, deletions or amendments hereto shall be in writing, and dated subsequent hereto, to be enforceable.

**-14-**

**Choice of Law.**

This Agreement shall be construed under the laws of the State of Georgia.

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**No Waiver.**

No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

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**Equal Construction.**

This Agreement shall be construed without regard to the identity of the person who drafted the various provisions hereof. Each provision of this Agreement shall be construed as though each party participated equally in its drafting. Consequently, both parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**Force Majeure.**

Neither party shall be liable for any delay or failure in performance caused by fire; accident or casualty; lack or failure of transportation, power, source of supply, materials or labor; strike, lockout, or labor disputes or difficulty; floods and other natural catastrophes; war or acts of war or of a public enemy, civil riots or disturbances; governmental law, order, or regulation; or any other cause of like or different nature beyond its reasonable control, provided, however, that each party shall use its best efforts to avoid, remove, or remedy the affecting cause and shall resume performance as soon as may be possible after the cause ceases to exist.

Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (a) The party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (b) economic hardship.

Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other business disturbances shall be within the sole discretion of the party experiencing such disturbance. The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other party, the affected party shall be relieved on its obligation, from the onset of the Force Majeure event, to the extent and for the duration of the Force Majeure, and the party affected by such Force Majeure shall not be deemed to have failed in such obligations during such occurrence or event.

**Notices.**

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

Brooklet: City of Brooklet, 104 Church Street, P. O. Box 67, Brooklet, Georgia 30415, Attn.: Mayor, Joe Grooms: Copy to City Clerk,; Lori Phillips, lori.phillips@brookletga.us.

Statesboro: \_\_\_\_\_

The parties hereto have set their hands and affixed their seals on the date and year first above written.

CITY OF BROOKLET

BY: \_\_\_\_\_ (SEAL)  
Joe Grooms, Mayor

ATTEST:

\_\_\_\_\_ (SEAL)  
Lori Phillips, City Clerk

CITY OF STATESBORO

BY: \_\_\_\_\_ (SEAL)  
Jonathan McCollar, Mayor

ATTEST:

\_\_\_\_\_ (SEAL)  
Leah Harden, City Clerk

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

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

**Date:** July 12, 2023

**RE:** Agreement with Goodwyn Mills Cawood (GMC) in cooperation with Bulloch County for Long Range Transportation Plan (LRTP)

**Policy:** Agreement

### **Recommendation:**

Staff recommends motion to approve Agreement by the Mayor for a collaborative Long Range Transportation Plan (LRTP) update with GMC for the amount that shall not exceed \$380,000. The fee amount will be a 50% shared cost in cooperation with Bulloch County per the terms outlined in the Memorandum of Understanding (MOU) approved by Mayor and Council in May 2023.

### **Background:**

On April 4, 2023 city council approved selection of consultant Goodwyn Mills Cawood to perform the LRTP update. Statesboro and Bulloch County entered into the referenced MOU to establish a cost-sharing and project management arrangement for the Statesboro-Bulloch County Long-Term Transportation Plan Update. The Consultant GMC has submitted an agreement for the base scope of work for the LRTP, included in a pricing proposal, of Three-Hundred Eighty Thousand Dollars and No Cents (\$380,000.00) to which the County and City agree to each pay to the consultant one-half, or fifty-percent, of the price.

As noted upon execution of the MOU, the City hereby authorizes the County to manage the terms of the agreement with the GMC for the base scope of work subject to final review and approval by each governing body and their legal staff.

**Budget Impact:** 50% matching funds pledged by the City of Statesboro from TSPLOST fund.

**Council Person and District:** All Districts

**Attachments:** Agreement



## PROFESSIONAL SERVICES AGREEMENT

THIS Agreement, entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Bulloch County, Georgia (the "COUNTY"), City of Statesboro, Georgia (the "CITY") and Goodwyn Mills Cawood, LLC (the "CONSULTANT" or "GMC") (collectively the "Parties").

WITNESSETH THAT:

WHEREAS, the COUNTY and CITY and desires to engage the CONSULTANT to provide the technical and professional services described in Exhibit A: Scope of Services (the "Scope of Services"), which is attached hereto and incorporated herein by reference, regarding the preparation of the Statesboro-Bulloch County Long-Range Transportation Plan Update 2045; and

WHEREAS, the CONSULTANT desires to provide the described services to the COUNTY and CITY;

NOW, THEREFORE, the Parties agree as follows:

### ARTICLE I – ENGAGEMENT OF THE CONSULTANT

The COUNTY and CITY engages the CONSULTANT to provide, and the CONSULTANT agrees to provide, the services set forth in the Scope of Services in a professional and proper manner and in accordance with this Agreement.

### ARTICLE II – SCOPE OF SERVICES

The CONSULTANT shall provide the professional, administrative, technical, and planning services to the COUNTY and CITY described in the Scope of Services (the "Project"). The Scope of Services may be amended only upon written agreement of the Parties.

### ARTICLE III – TIME OF PERFORMANCE

The services to be provided pursuant to this Agreement shall commence upon issuance of a Notice to Proceed by the COUNTY and will continue until all tasks in the Scope of Services have been completed or termination of this Agreement as provided herein.

The Project will proceed in accordance with the written schedule attached hereto as Exhibit C, which is incorporated herein by reference, and shall be completed within eighteen (18) months from issuance of the Notice to Proceed, subject to written amendment of this Agreement.

This Agreement shall terminate upon final closeout and approval by the COUNTY and CITY of the Project described in the Scope of Services.

### ARTICLE IV – GENERAL PROVISIONS

- A. Personnel: The CONSULTANT employs professional personnel capable of providing the Scope of Services in a satisfactory and proper manner or will secure the services of such personnel required to provide such services.
- B. Office Space: The CONSULTANT shall provide and maintain office space and facilities necessary to provide all services pursuant to this Agreement at no expense to the COUNTY.
- C. Subcontracting: There shall be services pursuant to this Agreement to be provided by subcontractors to the CONSULTANT. All services subcontracted by the CONSULTANT shall be subject to each provision of this Agreement.

- D. Access to Materials: The COUNTY and CITY shall make available to the CONSULTANT any maps, documents, planning materials, or any other information in its possession or otherwise readily available, which have a direct bearing on the Project, at no expense to the CONSULTANT.

#### **ARTICLE V – COMPENSATION AND METHOD OF PAYMENT**

For services provided and expenses incurred pursuant to this Agreement, the COUNTY and CITY shall pay the CONSULTANT a total amount not to exceed \$380,000. This amount is based on the fees and direct costs itemized in Exhibit B: Fees and Expenses, which is attached hereto and incorporated herein by reference.

Payment by the COUNTY shall be made upon presentation of written monthly invoices by the CONSULTANT to the COUNTY certifying the services provided and expenses incurred the preceding calendar month based on progress to date; provided however, that the total of said monthly invoices for the Project shall not exceed \$380,000.

The COUNTY, the CITY, and the CONSULTANT may, by written agreement, extend or shorten the term of this Agreement, change the Scope of Services, and/or increase or decrease the total amount to be paid by the COUNTY to the CONSULTANT.

#### **ARTICLE VI – REPORTING AND RECORDKEEPING REQUIREMENTS**

The CONSULTANT shall provide to the COUNTY and CITY a monthly status report of progress through the preceding calendar month with each monthly invoice.

The CONSULTANT will maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the COUNTY and CITY to assure proper accounting for all Project funds. These records will be made available for audit purposes to the COUNTY and CITY or any authorized representatives of the COUNTY and CITY and will be retained by the CONSULTANT for three years after the expiration of this Agreement unless permission to destroy them is granted by the COUNTY.

All of the reports, information, and data prepared or assembled by the CONSULTANT under this Agreement shall be the property of the COUNTY and CITY. The CONSULTANT shall not make such information available to any individual or organization without the prior written approval of the COUNTY and the City of Statesboro unless required by law.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

#### **ARTICLE VII – COUNTY AND CITY’S RESPONSIBILITIES**

The COUNTY and CITY shall:

- A. provide the CONSULTANT with complete information concerning the requirements of the Project;
- B. hold promptly all required meetings, serve all required notices, and pay for all costs incidental thereto, as expenses not included in this Agreement; and



Each party shall be obligated to notify the other party if the above mailing or e-mail addresses change, and neither party shall be required to send notice to an address different from those above unless that party has been so notified.

**ARTICLE X – CHANGES IN SCOPE**

The COUNTY and CITY may, from time to time, request changes in the Scope of Services, including additional or decreased services. Such changes, including any increase or decrease in the amount of CONSULTANT’S compensation, to which the Parties mutually agree shall be incorporated in written amendments to this Agreement.

**ARTICLE XI – ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duty authorized officers effective the day and the year first written above.

**BULLOCH COUNTY, GEORGIA**

By:

Witness:

\_\_\_\_\_

\_\_\_\_\_

Name

Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

**GOODWYN, MILLS, CAWOOD LLC.**

By:

Witness:

\_\_\_\_\_

\_\_\_\_\_

Name

Name

\_\_\_\_\_

\_\_\_\_\_

Title

Title

- Attachments:**
- Exhibit A – Scope of Services
  - Exhibit B – Fees and Expenses
  - Exhibit C – Project Schedule

**CITY OF STATESBORO, GEORGIA**

By:

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Name

---

Title

Witness

---

Name

---

Title

## **Statesboro-Bulloch County Long Range Transportation Plan Update 2045 Exhibit A – Scope of Services**

### **Project Kick-Off**

Within fourteen (14) business days from the Notice to Proceed, GMC, the Bulloch County staff and the City of Statesboro staff will meet to review the specific tasks outlined in the scope of services. At this meeting, a detailed project schedule will be established to include key project milestones, target meeting dates for the project team, Technical Advisory Committee, Steering Committee, Planning Commissions, Board of Commissioners, and Mayor and City Council updates. This coordination establishes the relationship between GMC and Bulloch and Statesboro staff to ensure successful delivery of the Long-Range Transportation Plan (LRTP).

### **Task 1: Project Administration**

The GMC Team will facilitate regular Project Management meetings with Bulloch County and the City of Statesboro. Our approach to open communication is established from the start of the project's initial phases involving project team members. GMC will facilitate a primary point of contact through our Project Manager; follow a QA/QC procedure on all deliverables; and maintain clear communication through bi-weekly Project Management meetings and periodic progress reports. Invoices will be provided on a monthly basis and be accompanied by a task-by-task Progress Report.

### **Task 2: Public Engagement**

- A. A Technical Advisory Committee (TAC) will be established, to be made up of Bulloch County and City of Statesboro staff members, and shall meet up to six (6) times throughout the planning process, prior to key schedule milestones.
  1. GMC will provide meeting agendas and summaries and will facilitate TAC meetings in accordance with the project schedule. Furthermore, GMC proposes to make our project management staff available to the County and City staff for conference calls and email communication.
  2. The purpose of the TAC is to provide feedback on the planning process and activities proposed for the Steering Committee, public engagement activities, reports to the Planning Commissions and updates to the Board of Commissioners and Mayor and City Council. The TAC will perform the following functions:
    - a. Participate in gathering public input through attendance at meetings and direct interaction with stakeholders;
    - b. Provide relevant data and input to the Project Team;
    - c. Assist with logistics, locations, and set up of public engagement events; and
    - d. Review drafts of the planning documents and provide recommended edits.
- B. Online Community Survey.

1. GMC will draft, review, and administer an on-line public opinion survey. The questions on the survey will be based on guidance from Bulloch County and City of Statesboro staff and from the Technical Advisory Committee.
  2. The Online Survey will be open for a period of between six (6) to eight (8) weeks.
  3. A complete report including statistical results of the survey will be provided.
- C. Public Town Hall Workshops.
1. GMC will plan, prepare materials and facilitate up to four (4) Public Town Hall Workshops. These meetings will be held as key benchmarks throughout the planning process. Interactive with stations set up around the room with multiple opportunities for attendees to provide their input into the development of the LRTP.
  2. The results from the Town Hall Workshops will be provided in a separate summary report.
- D. Online Outreach will include:
1. Webpage content provided by GMC; with pages to be hosted on County and City websites and social media content through appropriate Facebook and Twitter accounts;
  2. Press releases;
  3. Community Snapshot Fact Sheet; and
  4. Web-based GIS mapping.
- E. Presentation of Draft LRTP to Bulloch County Planning Commission and City of Statesboro Planning Commission.
- F. Presentation of Draft LRTP to Board of Commissioners.
- G. Presentation of Draft LRTP to Mayor and City Council.
- H. Community Engagement Activities. GMC will facilitate the community engagement program outlined herein. Wherever possible for efficiency of the project budget as well as increased local familiarity, it is agreed that Bulloch County and City of Statesboro staff shall participate as active participants in supplementing GMC with the community engagement activities.

### **Task 3: Goals & Objectives**

- A. The public outreach techniques discussed above will be used by GMC to frame the overarching community transportation goals. The purpose of identifying transportation goals is to understand the Bulloch County and City of Statesboro values and future vision. The goals are one of the most important parts of the transportation planning process because they represent the value the community places on different elements of the transportation system.
- B. Subsequently, under each goal, GMC will work within the planning process to move toward development of a series of objectives as measurable action items that will advance the plan toward recommendations for implementation.

### **Task 4: Data Collection & Analysis**

- A. Review Prior Studies and Plans. GMC will review and summarize previous and ongoing studies and plans. Information from the plans will be presented in a summary table/matrix that will include key information such as the study title, study type, completion date, and the study purpose as well as findings and recommendations. This information will be used to set the foundation for the LRTP update. The information will be applied to assemble and map information about existing and planned transportation improvements and multi-modal mobility needs to serve as a basis for refining the vision, goals, and objectives.
- B. Review Study Area Boundary. In order to properly assess the study area, GMC will use base data to develop an understanding of the overall transportation system. It is important to analyze travel characteristics, identify transportation infrastructure and performance, and develop alternatives for improving transportation services. Along with the transportation analysis, we will also review land use patterns and economic development activities, as they interact with travel demand and affect transportation improvements in an ongoing cycle. This also includes an analysis of land development and major corridors outside of the county that will have an impact on future transportation planning efforts.
- C. In cooperation with County and City staff, GMC will use its local knowledge of data and information as well as obtaining more existing information, to summarize and explain the basis of the data, and identify any gaps in existing data, transportation systems and services. We will focus our efforts on using data to describe existing conditions, needs, and opportunities.
- D. GMC will review land use and economic development trends as well as future land use plans and studies to identify areas that are likely to support new transportation investments/projects, as well as, areas where transportation investments complement economic development. GMC will leverage the market analysis and composite land use data specific to Bulloch County and the City of Statesboro.
- E. This task will result in a deliverable entitled Land Use and Transportation Planning Framework.

## **Task 5: Update Travel Demand Model**

### **Base Year Model Update and Development**

Modern Mobility Partners (MMP), subcontractor to GMC, will develop a 2020 Bulloch County travel demand model (TDM) using the Coastal Empire Study four-county model as the main reference and various data sources. The model will be validated to 2019 traffic conditions instead of 2020 to avoid underestimates of traffic volume due to COVID-19. The main activities will include:

- A. Update the traffic analysis zones (TAZ) based on 2020 census boundaries and road network.
- B. Prepare 2019/2020 socio-economic (SE) data input at TAZ level including one round of review and update (by Bulloch County/City of Statesboro). The goal is to reflect the pre-COVID trip generations in Bulloch County while using the latest data available. The data will include population, households, employment, K-12 school enrollment, higher



education enrollment, and income data for each traffic analysis zone (TAZ) in the Bulloch County TDM. The data sources may include 2020 U.S. Census Bureau decennial census population and household data, 2020 American Census Survey (ACS) median household income data, 2020 Longitudinal Employer-Household Dynamics (LEHD) employment data, 2019 Regional Economic Models (REMI) population and employment projection data, and the Governor's office of Student Achievement school enrollment data. The socio-economic data will be reviewed to ensure the reasonableness based on the [Georgia MPO Travel Demand Model Socioeconomic Data Development Guide](#). Any local knowledge shared by Bulloch County and the City of Statesboro will be incorporated during the SE data development process and the final draft will be provided to Bulloch County and the City of Statesboro to review. Review comments will be addressed, and the SE data will be updated and finalized.

- C. Update the model network. This will include updating centroid connectors based on the updated TAZs, count stations and their counts in the network based on GDOT Traffic Analysis & Data Application (TADA) data, as well as the functional classification (FC) and number of through lanes for all roads that are minor collectors or higher FC based on GDOT 2020 Road Inventory Road Characteristic (RC) data and local knowledge from the GMC and Bulloch County. The maps of functional classification and number of through lanes will be provided to Bulloch County and the City of Statesboro for review.
- D. Verify all capacity projects on minor collectors and higher FC roads that were completed between 2015 and 2020 are included in the network based on the project list provided by GMC and/or Bulloch County and the City of Statesboro. Capacity projects here refer to projects that provide additional capacity to the road network such as increasing number of through lanes, new road construction, and road extensions.
- E. Update external station counts. External stations are used to represent the physical locations where vehicles can enter or exit the modeling area. The external station counts will be updated based on traffic counts from GDOT TADA traffic count stations near the boundary of the modeling area as well as population and employment growth rates in the modeling area. Similar to the traffic count station update inside of the modeling area, 2019 traffic count data will be used to avoid underestimates due to the impact of COVID-19 on traffic volumes in 2020.
- F. Update model scripts. Script updates will reflect the input changes and include household-income-distribution and household-vehicle ownership-distribution lookup table updates based on 2020 Census and 2017 National Household Travel Survey (NHTS) data.
- G. Model calibration and validation. The model will be validated against the vehicle-mile-travelled (VMT) in 2019 GDOT Mileage by Route and Road System Report 445, 2019 traffic count from GDOT TADA, and internal external trip percentage by trip purposes based on NHTS and/or Census Transportation Planning Products (CTPP) data. The daily level of service (LOS) output will be compared with the 2020 Georgia Statewide Travel Demand Model (GSTDM) output to ensure consistency or similarity of LOS on state routes. The base year TDM validation will comply with the USDOT and GDOT's recommended standards or reasonable ranges. [Model Validation and Reasonableness Checking Manual \(Federal Highway Administration\)](#), [NCHRP Report 716 Travel Demand Forecasting: Parameters and Techniques \(Transportation Research Board\)](#), and

[Calibration and Adjustment of System Planning Models \(Federal Highway Administration\)](#) will be used to guide and ensure the model is validated to meet the required standards.

- H. Complete model runs and performance measure summary including one round of review (by Bulloch County and the City of Statesboro) and update. The key outputs will include daily volumes, congested travel time and speeds, daily level of service (LOS), vehicle miles traveled (VMT) and vehicle hours delayed (VHD), and will be presented in charts, graphs, and/or maps. The model validation statistics and outputs will be provided to GMC, Bulloch County and the City of Statesboro to review. MMP will address any questions and/or comments that the reviewers may have and update the model if needed and the output summary accordingly. This review and update could be either independent or done at the same time with the Future Year No Build model, depending on the schedule.

### **Future Year No Build (“Do-Nothing”) Model Development (up to three future years)**

MMP will develop up to three No Build, or “Do-Nothing”, models for future years of 2028, 2035, and 2045 to establish baseline traffic conditions for the future, after developing and validating the base year model. Future No Build model represents a scenario of current transportation network with future socio-economic growth with no roadway capacity improvements between the base year and the future year except the projects that have been completed or started construction by the time of the model development.

The future socio-economic (SE) data is a key input for the future model development and will drive the traffic output of all future models. MMP will develop the future SE data based on the land use forecast provided by GMC, Bulloch County and the City of Statesboro.

The main activities will include:

- A. Participate in up to two (2) virtual stakeholder meetings on land use and growth forecast to support GMC.
- B. Develop 2045 SE data draft by translating the distribution maps of future housing and employment locations from the preferred land use scenario in 2045, which will be provided by GMC.
- C. Develop 2028 and 2035 SE data draft using the 2020 and 2045 SE data and linear interpolation. Adjust the draft if needed based on 2028 and 2035 preferred land use scenarios and/or the corresponding distribution maps of housing and employment locations provided by GMC.
- D. There will be three (3) sets of socio-economic data, one for each future year (2028, 2035, and 2045). The future SE draft will be updated and finalized based on the review comments from GMC, Bulloch County and the City of Statesboro.
- E. Review, identify, and code capacity projects on minor collectors and higher FC roads that have started or completed between 2020 and 2023 (or when the future models are being developed) in the network, based on the project list provided by GMC, Bulloch County and the City of Statesboro.

- F. Create three (3) sets of external traffic counts. One set for each future year network, based on the historical GDOT TADA counts and socio-economic data forecast.
- G. Complete model runs, performance measure summary, and comparison with base year (2020) model including one round of review (by Bulloch County and the City of Statesboro) and update. The key outputs will include daily volumes, congested travel time and speeds, daily level of service (LOS), vehicle miles traveled (VMT), vehicle hours delayed (VHD) and will be presented in charts, graphs, and/or maps. The LOS output will be compared with the Georgia Statewide Travel Demand Model (GSTDM) 2050 Do-Nothing output to ensure consistency or similarity of LOS on state routes as part of the QC process. The key outputs will be provided to GMC, Bulloch County and the City of Statesboro to review. MMP will address any questions and/or comments that the reviewers may have and update the model if needed and the output summary accordingly. The Do-Nothing model could be used to help to identify needs and opportunities for improvements. And once approved by Bulloch County and the City of Statesboro, this model will become the base for future model development.

#### **Future Year Existing and Committed (E+C) Model Development (up to three future years)**

MMP will develop up to three Existing and Committed (E+C) models for the future years of 2028, 2035, and 2045. Future E+C scenario assumes that on top of Do-Nothing scenario, capacity projects with committed funding and schedule for construction will be included in the model. This scenario provides an understanding of how the road network will perform with the committed projects and forecasted socio-economic growth. These models will be built upon the Do-Nothing models of 2028, 2035, and 2045, including assuming the same corresponding socio-economic data input respectively. The main activities will include:

- A. Review, identify, and code capacity projects on minor collectors and higher FC roads that have the construction phase funded in the STIP year of 2024-2027 into the networks, based on the project list provided by GMC, Bulloch County and the City of Statesboro.
- B. Complete model runs, performance measure summary, and comparison with Do-Nothing scenario including one round of review (by GMC and Bulloch County) and update. The key outputs will include daily volumes, congested travel time and speeds, daily level of service (LOS), vehicle miles traveled (VMT) and vehicle hours delayed (VHD), and will be presented in charts, graphs, and/or maps. The outputs and comparison results will be provided to GMC, Bulloch County and the City of Statesboro to review. MMP will address any questions and/or comments that the reviewers may have and update the model if needed and the output summary accordingly. Both Do-Nothing and E+C models will help to identify needs and opportunities of improvements and could serve as baselines for Build scenario evaluation.

#### **Future Year Build Model Development (up to three future years)**

MMP will develop three Build models for the future years of 2028, 2035, and 2045. These models will be built upon the Existing and Committed (E+C) models of 2028, 2035, and 2045 respectively.

The project list for each future year scenario is a key input for the model as the applicable capacity projects included in the list will define the Build scenario and be evaluated in the TDM. MMP will review the project list provided by GMC, Bulloch County and the City of Statesboro and confirm the applicable capacity projects before developing the models.

The main activities will include:

- A. Review the capacity projects list for future traffic condition improvement provided by GMC, Bulloch County and the City of Statesboro from previous plans and during the project prioritization analysis and identify projects that should be coded into respective model scenario based on model year and project dates if applicable. Only capacity projects on minor collectors and higher Functional Classification (FC) roads will be coded into the corresponding network. Capacity projects here refer to projects that provide additional capacity to the road network such as increasing number of through lanes, new road construction, and road extensions. Projects that don't increase the roadway capacity at planning-level such as adding passing lanes, turn bays or two-way-left-turn-lanes will not be coded.
- B. Code the capacity projects identified above into the corresponding networks based on the anticipated construction timeline provided by GMC, Bulloch County and the City of Statesboro Each future year Build model will be built upon the corresponding future year E+C model and will include capacity projects from the previous Build model. 2035 Build model will include all 2028 Build projects and Build projects between 2029 and 2035; 2045 Build model will include all 2035 Build projects and Build projects between 2036-2045.
- C. Complete model runs and performance measures summary including comparison with Do-Nothing and/or E+C scenario and evaluation of capacity projects based on model outputs. The key outputs will include but not be limited to daily volumes, congested travel time and speeds, daily level of service (LOS), vehicle miles traveled (VMT) and vehicle hours delayed (VHD), and will be presented in charts, graphs, and/or maps. The outputs and comparison results will be provided to GMC, Bulloch County and the City of Statesboro to review. MMP will address any questions and/or comments that the reviewers may have and update the model if needed and the output summary accordingly. MMP will provide the final outputs to GMC to analyze and develop priorities of recommended improvement projects.

### **Technical Memo on Model Development**

MMP will provide a technical memo documenting the methodology and outputs of the models mentioned above.

### **Task 6: Existing & Future Transportation Conditions Analysis**

The GMC Project Team will review several features of the study area's transportation system that is required to efficiently move people and goods safely via all modes of transportation. Before a final programmatic list of transportation initiatives and policies can be developed, and overall assessment for the following features must be conducted.

- A. Public Transportation/Transit
- B. Freight Movement and Truck Routes
- C. Rail
- D. Aviation
- E. Bicycle and Pedestrian Facilities
- F. Bridges
- G. Safety
- H. Roadway Characteristics and Conditions
- I. Functional Classification
- J. Level of Service
- K. Linkages to Critical Public Facilities

#### **Task 7: Prioritized Improvement Schedule**

- A. GMC will facilitate a workshop with County and City staff to identify significant transportation and land use changes and review a priority transportation project list.
- B. GMC will develop and apply a tool to analyze and evaluate transportation projects identified in previous plans and studies, for readiness and phasing for completion.
- C. GMC will create both an engineering and planning level (phased) list of recommended projects, by mode, resulting from quantitative analysis.
- D. GMC will then identify corridors and/or intersections that have changed significantly since the last LRTP update to be recommended for the next task.
- E. GMC will work with the County and City staff to develop a work plan/implementation plan, based on scopes, schedules, and budgets.

#### **Task 8: Constrained Financial Plan**

- A. GMC will develop a list projects, by cost and schedule, to be used as a Constrained Financial Plan.
- B. Planning level analysis and preliminary engineering will be provided for corridors and/or intersections that have changed significantly as identified in the previous task.
- C. GMC will work with the County and City staff to update the recommended listing of priority projects, based on costs and proposed funding source. The deliverable will be a work program as a menu of projects for future transportation improvements.

#### **Task 9: Draft and Final LRTP Documents**

- D. Upon initial completion, the draft Long Range Transportation Plan Update 2045 will first be provided to the County and City staff and Technical Advisory Committee for review.
- E. The GMC Team will then update the LRTP based on this feedback and present the final document to the Board of Commissioners for Bulloch County and Mayor and City Council of Statesboro. GMC will assist the County and City to prepare all final files, documents and deliverables for final adoption by both the County and City.

**Statesboro-Bulloch County Long Range Transportation Plan Update 2045  
Exhibit B – Fees and Expenses**

ITEM		FEE
Task 1: Project Administration		\$ 12,000
Task 2: Public Engagement		\$ 62,000
Task 3: Goals & Objectives		\$ 22,000
Task 4: Data Collection & Analysis		\$ 28,000
Task 5: Update Travel Demand Model		\$ 120,000
Task 6: Existing & Future Transportation Conditions Analysis		\$ 32,000
Task 7: Prioritized Improvement Schedule		\$ 41,000
Task 8: Constrained Financial Plan		\$ 36,000
Task 9: Draft and Final LRTP Documents		\$ 16,000
<b>Subtotal for Tasks</b>		<b>\$ 369,000</b>
<b>Direct Costs</b>		
Travel/Mileage	\$ 7,500	
Printing/Materials	\$ 3,500	
<b>Subtotal for Direct Costs</b>		<b>\$ 11,000</b>
<b>Total</b>		<b>\$ 380,000</b>

# Statesboro-Bulloch County Long Range Transportation Plan Update 2045 Exhibit C – Project Schedule

## Statesboro-Bulloch County LRTP Update 2045 Project Schedule

	2023												2024			
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		
<b>Task 1: Project Administration</b>																
NTP																
Project Kick-off Meeting																
Operations Plan and Project Schedule																
Project Management and Coordination																
<b>Task 2: Public Engagement</b>																
Branding, Outreach Materials, Content for Web and Social Media																
Technical Advisory Committee (TAC) Meetings (6)																
Public Workshop Meetings (4)																
<b>Task 3: Goals and Objectives</b>																
Review Study Area Boundary																
Review Prior Studies and Plans																
<b>Task 4: Data Collection and Analysis</b>																
Planning Framework																
Demographic Analysis																
Land Use Analysis																
<b>Task 5: Update Travel Demand Model</b>																
Base Model																
Future Year Housing and Employment																
Modeling Alternatives																
<b>Task 6: Existing and Future Transportation Conditions Analysis</b>																
Perform Analysis for Existing and Future Transportation Conditions																
<b>Task 7: Prioritized Improvement Schedule</b>																
Develop Prioritized Improvement Schedule																
<b>Task 8: Constrained Financial Plan (5-year TIP, Exclude Transit and Aviation)</b>																
Develop Constrained Plan																
<b>Task 9: Draft and Final 2045 LRTP Documents</b>																
Draft LRTP																
Revisions to Draft LRTP																
Final LRTP Document																





# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** Charles Penny, City Manager

**From:** Jason Boyles, Assistant City Manager

**Date:** July 12, 2023

**RE:** Cawana Road Resurfacing in Cooperation with Bulloch County

**Policy:** Agreements

### **Recommendation:**

Consideration of a motion to approve an MOU with Bulloch County for resurfacing work on Cawana Road inside the Statesboro city limits.

### **Background:**

Bulloch County is performing resurfacing work along Cawana Road under their FY2023 Resurfacing Program. Cawana Road, from Brannen Street to Burkhalter Road, has segments that alternate from outside the Statesboro city limits to inside the city limits and again outside the city limits. To provide continuity of work for the public Bulloch County has agreed to perform resurfacing of all of this segment of Cawana Road under their contract.

The cost of work within the Statesboro city limits is \$33,192.36. Due to the size of the County's contract the unit cost would be higher under a contract by the City.

This amount will be paid to Bulloch County from the FY2018 TSPLOST Fund.

**Council Person and District:** District 5, Shari Barr

**Attachments:** MOU

MEMORANDUM OF UNDERSTANDING & AGREEMENT (MOU)

RE: Roadway Resurfacing

Bulloch County – Annual Resurfacing – City Street within Majority of County Roadways

This document shall serve as the formal agreement and understanding between the City of Statesboro (City) and Bulloch County (County) regarding the funding for the proposed roadway improvement of Cawana Road in the City Limits between Bartlett Drive and S&S Railroad Bed Road. WITNESSETH, that both parties hereto do mutually agree to the following:

1. County agrees to perform the resurfacing under their annual FY23 resurfacing program.
2. County agrees to provide the oversight for the resurfacing of the referenced road.
3. City will reimburse the County per actual costs spent for the resurfacing for the City portion of the road.
4. The cost of resurfacing on the city-maintained part is \$33,192.36.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Bulloch County Board of Commissioners

City of Statesboro

By: Roy Thompson

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

Title: Chairman

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

# CITY OF STATESBORO



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I. Cain Smith, City Attorney

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

**To:** Charles Penny, City Manager

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

**Date:** June 29, 2023

**RE:** Recommendation of Low Bidder for "City of Statesboro Street Resurfacing FY 2023"

**Policy Issue:** Purchasing

### **Recommendation:**

The low bidder, Sikes Brothers Inc., meets the requirements of the bid package and submitted an acceptable bid bond. Staff recommends awarding this contract to Sikes Brothers Inc. in the amount of \$1,942,128.35. Due to an increase in unit pricing for construction materials, both of the submitted bids were over the budgeted amount of \$1M and LMIG amount of \$339,676.14 for FY2023 Resurfacing. Therefore, we recommend extending the funding in the amount of \$611,452.21 for this project to cover the amount of the lowest bid.

### **Background:**

The work in this contract includes, but is not limited to, asphalt resurfacing of approximately 6.28 miles of city streets, 24,054 square yards of asphalt milling, as well as permanent grassing, shoulder dressing, and the reinstallation of thermoplastic roadway striping. The low bidder is Sikes Brothers Inc. with a bid of \$1,942,128.35, followed by Reeves Construction Co. with a bid of \$2,652,085.00.

### **Budget Impact:**

This project is to be paid for by 2023 LMIG funds in the amount of \$330,676.14 and 2018 TSPLOST funds up to the amount of \$1,611,452.21.

**Council Person and District:** The street resurfacing list includes streets in each district.

Attachments: FY2023 Street Resurfacing List

CC: Darren Prather, Director of Central Services

6/29/2023

## FY 2023 RESURFACING LIST

District	Street Name	Beginning	End	Miles
1	Kingswood Avenue	Marsham Drive	Harwood Street	0.26
1	Friar Tuck Trail	Zetterower Road	Terminus	0.05
1	Rosemary Court	Northlake Drive	Terminus	0.04
1	Raymond Street	Reed Street	Tamo Lane	0.27
1	Westlake Drive	Zetterower Road	North Main Street	0.33
1	Shelby Street	East Parrish Street	Mathews Road	0.49
2	Loretha Street	Stockyard Road	Donnie Simmons Way	0.14
2	Morris Street	Donnie Simmons Way	Proctor Street	0.33
2	Len Tenner Court	Morris Street	Terminus	0.06
2	Ridgewood Drive	Jewel Drive	Aldred Avenue	0.08
2	Jewel Drive	North College Street	West Parrish Street	0.42
2	Wilma Street	Foss Street	Terminus	0.04
2	Martin Luther King Jr. Drive	Northside Drive West	Hart Lane	0.26
3	Gentilly Road	East Grady Street	Savannah Avenue	0.09
3	Donehoo Street	Savannah Avenue	Outland Street	0.38
3	College Boulevard (Northbound)	Savannah Avenue	Stillwell Street	0.61
4	Harvey Drive	Chandler Road	Lanier Drive	0.25
4	Mike Ann Drive	Georgia Avenue	West Gentilly Road	0.12
4	O'Neal Drive	Georgia Avenue	Gentilly Road	0.12
4	North Edgewood Drive	Gentilly Road	Holly Drive	0.66
5	Arch Way	Fair Road	Surcheros Entrance	0.06
5	Lovett Road	Brannen Street	Northside Drive East	0.34
5	Jones Mill Road	Veterans Memorial Parkway	Beasley Road	0.37
5	Cawana Road	S & S Railroad Bed Road	City Limits	0.52
			Totals	6.28