



August 1, 2023 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Mayor Pro Tem Shari Barr
3. Recognitions/Public Presentations
 - A) Recognition of Statesboro Fire Department personnel for their life-saving actions during a house fire on June 2nd, 2023.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 07-18-2023 Council Minutes
 - b) 07-18-2023 Executive Session Minutes
 - B) Consideration of a motion for approval of surplus and disposition of a Case tractor and a Massey Ferguson tractor in the Public Utilities Department.
6. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a):

Red Claw
6581 Northside Dr East #117
Statesboro, Ga 30458
License Type: Restaurant
7. Consideration of a motion to approve **Resolution 2023-38**: A Resolution reclassifying six Lieutenant (Fire) positions to Captain (Fire).
8. Consideration of a motion to approve **Resolution 2023-39**: A Resolution approving application for funding from the U.S. Department of Transportation (US DOT) Rural and Tribal Assistance Pilot Program for the Brannen Street Corridor Plan Study.
9. Consideration of Development Agreement with Downtown Statesboro Development Authority to use \$55,380 in TAD funds for installation of a signature BORO marker within the development commonly known as the Art Park located at the intersections of East Main and Railroad Streets within the South Main Tax Allocation District.
10. Consideration of a motion to award the contract to Solid Waste Applied Technology (SWAT) for the purchase of a New Way Automated Residential Side Arm Refuse Collection body with a Peterbilt 520 CNG Cab and Chassis per Sourcewell contract in the amount of \$449,000.00. This item will be purchased with Solid Waste Collection revenue funds.

11. Consideration of a motion to award a contract to Yancey CAT in the amount of \$158,969.00 for the purchase of a new Caterpillar 289D3 Skid Steer with attachments for the Streets Division in the Public Works & Engineering Department per Sourcewell contract. Funding is from 2018 TSPLOST.
12. Other Business from City Council
13. City Managers Comments
14. Public Comments (General)
15. 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)
16. Consideration of a Motion to Adjourn



CITY OF STATESBORO
COUNCIL MINUTES
JULY 18, 2023

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. Call to Order

Mayor Pro Tem Shari Barr called the meeting to order

2. Invocation and Pledge

Marcus Toole gave the invocation and Councilmember John Riggs led the Pledge of Allegiance.

ATTENDANCE

Attendee Name	Title	Status	Arrived
Jonathan McCollar	Mayor	Absent	
Phil Boyum	Councilmember	Absent	
Paulette Chavers	Councilmember	Absent	
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. Public Comments (Agenda Item): None

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

A motion was made to approve the consent agenda.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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

City Manager Charles Penny stated that at the June 15th Council Meeting Councilmember Phil Boyum asked about getting input from a representative of the Georgia Initiative for Community Housing (GICH) program regarding the proposed amendments to this policy.

Dr. Malik Watkins of the Carl Vinson Institute and local facilitator of the Georgia Initiative for Community Housing (GICH) joined the meeting via zoom. Dr. Watkins stated the focus should be what the city determines, the intent overtime and what the can consistently invest.

A Motion was made to approve **Resolution 2023-30**: A Resolution amending the Housing Assistance Policy of the City of Statesboro.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

Haydon Rollins with Hussey Gay Bell spoke in favor of both applications.

No one spoke against either application.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

A motion was made to approve **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.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

A motion was made to approve **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.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

The applicant has requested this application deferred to another date.

A motion was made to close the public hearing

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

A motion was made to defer APPLICATION SE 23-06-01 until the August 15, 2023 Council meeting.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember
SECONDER:	Councilmember
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

Haydon Rollins with Hussey Gay Bell and representing the developer spoke in favor of the request. Laurie Best a resident of the Quail Run subdivision voiced her concern the rezone may have on their neighborhood.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

A motion was made 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.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

A motion was made to defer this item until the August 15, 2023 Council meeting.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

A motion was made to defer this item until the August 15, 2023 Council meeting.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

City Manager Charles Penny stated this amendment is removing the monetary fee amount and placing it in the Statesboro Schedule of Rates, Fees, and Fines.

A motion was made to waive the formalities of Section 2-2-4 regarding ordinance procedures and to approve **Ordinance 2023-09**: An Ordinance amending Section 82-176 of the Statesboro Code of Ordinances regarding Aid to Construction (ATC) fees and

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

12. Public Hearing and Consideration of a motion to approve Resolution 2023-33: A Resolution to increase Council compensation.

A motion was made to open the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

No one spoke for or against the request.

A motion was made to close the public hearing.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

A motion was made to approve Resolution 2023-33: A Resolution to increase Council compensation.

RESULT:	Approved 2-1
MOVER:	Councilmember Venus Mack
SECONDER:	Mayor Pro Tem Shari Barr
AYES:	Mack, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers
NAYS:	Councilmember John Riggs

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.

A motion was made 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.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

A motion was made 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.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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 a 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.

A motion was made 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 a 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.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

A motion was made 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.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

A motion was made 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.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

18. Consideration of a motion to approve an Intergovernmental Agreement with the City of Brooklet to provide sewer treatment services.

A motion was made to approve an Intergovernmental Agreement with the City of Brooklet to provide sewer treatment services.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

A motion was made 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.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

A motion was made to approve a Memorandum of Understanding (MOU) between the City of Statesboro and Bulloch County for resurfacing of Cawana Road.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

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.

A motion was made to approve an 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.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

22. Other Business from City Council:

Mayor Pro Tem Shari Barr commended city staff for the downtown live concert series. She stated the last one will be this Thursday.

City Manager Charles Penny stated the concert has been pushed back to begin at 7 pm because of the heat.

23. City Managers Comments

City Manager Charles Penny asked for council to approve using \$300,000 of ARPA interest for housing reconstruction.

A motion was made to approve the use of \$300,000 of ARPA interest for housing reconstruction.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

Mr. Penny reviewed a few items that were in the FYI packet the first item was the security enhancement program which will be presented at the next work session in August. The program includes the use of \$80,000 in ARPA interest as well. Next, the City Campus project had to be rebid and a bid came in within range in addition the architect came up with a way to get meeting space expanded to accommodate 112 individuals.

Mr. Penny stated that the Mayor and Councilmember Paulette Chavers asked about renaming West Grady Street Extension to Loretta’s Way he also stated Councilmember John Riggs had asked about renaming the section of Tillman Road from Hwy 67 to Hwy 301 honoring Bruce Yawn. The street renaming policy requires council’s direction to city staff to begin the process.

A motion was made to direct staff to initiate the name change process for West Grady Street Ext. to Loretta’s Way.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

Assistant City Manager Jason Boyles stated he will have to clarify to make sure we can use an apostrophe in a street name.

After some discussion it was agreed to rescind the previous motion.

24. Public Comments (General):

Sue Palmer signed up to speak about her concerns with garbage cans in the road and right of way on Carmel Drive, East main Street, and Lee Street.

**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).**

At 7:12 pm motion was made to enter into Executive Session to discuss “Personnel Matters”.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

At 7:25 pm motion was made to exit Executive Session.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember John Riggs
SECONDER:	Councilmember Venus Mack
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

Mayor Pro Tem Shari Barr called the regular meeting back to order.

A motion was made to appoint Hannah Dugan to the Greener Boro Commission and to appoint Marieke Van Willigen, Frank Qualls, Candice Bodkin, and Karen Naufel to the One Boro Commission. approve

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

26. Consideration of a Motion to Adjourn

A motion was made to adjourn.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Venus Mack
SECONDER:	Councilmember John Riggs
AYES:	Mack, Riggs, Barr
ABSENT	Councilmember Phil Boyum & Councilmember Paulette Chavers

The meeting was adjourned at 7:26 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

To: Mr. Jason Boyles
Assistant City Manager

From: Steve Hotchkiss
Director of Public Utilities

Date: 7-18-2023

RE: Surplus and Disposition of Assets

Policy Issue: Council Approval to dispose of Vehicles & Equipment in accordance with City Purchasing Policy Section 3.

Recommendation: Consideration of a Motion to approve Surplus and Disposition of the following items:

- a) 2000 Case CX90 Tractor (co90a54je1014102)
- b) 2005 Massey Ferguson Tractor (9364bp06028)

Background: The staff in Public Utilities has determined the equipment listed above has exceeded its useful life.

Budget Impact: Small increase from sale of items.

Council Person and District: N/A

Attachments: None

Georgia Municipal Association City of Excellence

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

CITY OF STATESBORO

COUNCIL

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



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

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

To: City Manager Charles Penny & City Clerk Leah Harden

From: Tax Department

Date: 7/26/2023

RE: Red Claw

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

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

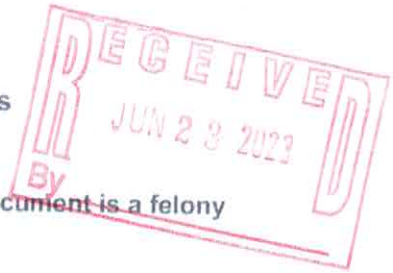
Recommendation: Planning & Development, Fire Department, Police Department, and Legal recommended approval

Budget Impact: None

Council Person & District: Shari Barr, District 5

Attachments: Application & Department Approvals

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



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

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

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

Date application was received by tax/license office: _____

1. Business Trade Name: RED CLAW
D/B/A Name

2. Applicant's Name: RED CLAW GA, LLC
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 581 NORTHSIDE DR. E., #117 STATESBORO, GA 30458

4. Business mailing address: 581 NORTHSIDE DR. E., #117 STATESBORO, GA 30458

5. Local business phone number: 912-681-3951

Corporate office phone number: 917-353-8593

6. Name of Manager: HUI LIU
Person responsible for alcohol licensing issues

7. Phone number for manager: 917-353-8593

8. Email address for manager: suliucpa@aol.com

9. Address of manager: 102 STONEBROOK WAY STATESBORO, GA 30458

10. Purpose of application is:

New Business New Owner

Previous owner's name: N/A

If the business name has changed, list previous name: N/A

If the business address has changed, list the previous address: N/A

11. Indicate where the business will be located:

- Above ground
- Street or ground floor level

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

12. Type of Business: Individual Corporation Partnership LLC

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

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

Full Legal Name: N/A Phone #: _____

Home Address: N/A

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

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

Name & address of partnership, LLC, or LLP: RED CLAW LLC

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

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

15. Members of LLC and/or partners:

Full Legal Name: HUI LIU Phone #: 917-353-8593

Home Address: 102 STONEBROOK WAY
STATESBORO, GA 30458

Full Legal Name: N/A Phone #: _____

Home Address: _____

Full Legal Name: N/A Phone #: _____

Home Address: _____

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

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

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

Name of Corporation: _____

Home Office address: N/A

Mailing address (if different): N/A

Date & Place of incorporation: N/A

Do you have a shareholders agreement?: _____

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

17. Officers:

Full Legal Name: N/A Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Attach additional pages if necessary

18. Stockholders: (if different than officer names)

Full Legal Name: N/A Phone #: _____

Home address: _____

Percentage of stock owned: _____ Office held: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

Full Legal Name: _____ Phone #: _____

Home address: _____

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

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

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

Name: HUI LIU Phone #: 917-353-8593

Previous address: 125 E WALKER DR. KEYSTONE HEIGHTS, FL 32656

Dates lived there: 01/2017-03/2019

Previous address: 490 NE 23RD AVE. GAINESVILLE, FL 32609

Dates lived there: 03/2019-04/2022

Previous address: 4856 NW 44TH AVE., #105 GAINESVILLE, FL 32606

Dates lived there: 05/2022-12/2022

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Name: _____ Phone #: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

Previous address: _____

Dates lived there: _____

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

Statesboro University Village, LLC Hull Property Group LLC

P.O. Box 204227 Augusta, GA 30917-4227

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

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

Statesboro University Village, LLC c/o Hull Property Group, LLC

1190 Interstate PKWY Augusta, GA 30909

22. Does any person or firm have any interest in the proposed business as a silent, undisclosed partner or joint venture; or has anyone agreed to split the profits/receipts from the proposed business with any persons, firm, company, corporation, or other entity? NO

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

N/A

23. Is there anyone connected with this business that is not a legal resident of the United States and at least 21 years of age? NO

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

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

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

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

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

25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? NO

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

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

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

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? NO

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

28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? NO

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

29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? NO

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

30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? NO

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

31. Will live nude performances or adult entertainment be a part of this business operation? NO

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

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

HUI LIU

Print full name as signed below

(X) [Signature] Member 06/21/2023
Signature of applicant Title Date

Sworn and subscribed before me this 21st day of June, 2023
[Signature] 24
Notary Public My commission expires



Calculation of Basic License Fee

For Calendar Year: 2023

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

Total Due: \$ 2800

CITY OF STATESBORO

COUNCIL

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



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

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

To: Charles Penny, City Manager

From: Demetrius C. Bynes, Director of Human Resources

Date: July 26, 2023

RE: Reclassification Request – Fire Lieutenant to Fire Captain

Background: Chief Tim Grams submitted a request during the budget process to eliminate the Fire Lieutenant classification from the Fire Department structure and reclassify the six existing positions to Fire Captain. Rationale to support the recommendation is as follows:

- Improve the department's ability to further implement succession planning.
- Address staffing challenges.
- Improve span of control.

The request was reviewed and supported by Finance and Human Resources; however, there was an oversight during the budget process and the request was not reflected in the FY 2024 budget.

Recommendation: The recommendation is to upgrade six existing positions classified as Fire Lieutenant to Fire Captain.

Current Classification Title – Fire Lieutenant
Pay Grade – 18
Minimum / Midpoint – \$16.92 / \$21.15

Recommended Classification Title – Fire Captain
Pay Grade – 20
Minimum / Midpoint – \$18.67 / \$23.34

Please contact me if you have any questions or concerns. Thank you.



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: January 26th, 2023

RE: Reclassification and Reorganization of Fire Department Company Officer Rank Structure.

Mr. Penny,

As we have discussed, I am recommending and requesting that we reclassify our Company Officer- Lieutenants to Company Officer- Captains thereby removing the Lieutenant classification from the current rank and pay structure. This decision is based on numerous factors, all of which seek to make the Fire Department more efficient and effective in our attempt to provide the best services possible. This reclassification and reorganization is needed to ensure that we are able to meet the current staffing challenges as well as to better align and prepare our department for the expected future growth within the Statesboro and Bulloch County community. This reclassification will aid the Statesboro Fire Department with the overall efficiency and effectiveness of fire service delivery as well as better position the department to maintain the highest possible level of service delivery moving forward.

Background

The Fire Department currently operates daily with 3 Engine Companies, 1 Aerial Company, and 1 Battalion Chief. Within this, each Company is supervised by a Company Officer with 2 Captains and 2 Lieutenants being assigned to each shift. The Battalion Chief supervises the 2 Captains, and the 2 Captains are responsible for overseeing their respective Companies of 2-3 members as well as the Lieutenant, and by proxy their 2-3 members. When this structure was initially put into place, it was necessary due to challenges that we faced as a department, the number of companies that were responding, and the level of experience within the organization. Since that time, through training, succession planning, and mentoring; we are in a different environment with a different set challenges.

The proposed model is intended to realign and evolve our command structure to meet the current and expected demands on services. Specifically, it will do the following:

- Improve the department's ability to plan and prepare for leadership succession planning.
- Address staffing challenges associated with the Shift Commanders and Company Officers. Staffing of companies will become easier as there will be no difference in Company Officers eliminating some situations require the use of overtime.
- Improve the span of control thereby improving communication and accountability within the ranks.



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

-
- Positioning the department to be better prepared to navigate the challenges that additional stations, companies and personnel will present.

While not an exhaustive list, the aforementioned items are just a few of the benefits of the proposed reclassification and reorganization. Over the past several years it has become apparent that our current structure is antiquated and in need of revision which will help reduce overtime costs and staffing challenges. It is my desire to proactively look for ways to become more efficient in our operations based on current and future needs. I am convinced that this adjustment will better position us to respond to the current needs as well as looks toward the imminent and expected increase in the need for services.

I am aware that this request will increase our personnel budget due to the difference in salaries, however, I am confident that this reclassification is necessary and will only increase our abilities to meet the needs of our community.

Attached is the budget impact information provided to Finance and Human Resources.

Please let me know if you have any questions or concerns.

Respectfully,

Timothy E. Grams
Fire Chief
Statesboro Fire Department



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

New Position Request Form

Department:	FIRE		
Position Title:	Company Officer (Captain)		
	Reclassification of 6 Company Officers from Lieutenant to Captain		
Position Classification:	Non-Exempt	Pay Grade:	20
		# Hours/Week:	56
New Hourly Rate:		Annual Salary:	See Breakdown (Sheet 2)

Please provide detailed explanation on why this position is needed.

This request is to reclassify the fire departments six (6) Lieutenants to Captains. Sheet 2 of this document provides the current and proposed hourly rates for the 6 current Lieutenants. The increase of salaries for all six positions would total approximately \$32,000. Justification of the request includes:

- Facilitates staffing and operational flexibility.
- Improved communication and accountability within the department.
- Better defines roles and responsibilities of the Company Officer position. Which allows for more consistent accountability.
- Creates a more effective span of control, in both daily operations as well as emergency incidents.
- Positions the department to better navigate challenges associated with anticipated growth within the community.

Cost Associated With New Position

Salary and Benefits		Other Associated Costs	
Annual Salary:	See Sheet 2	Furniture and Fixtures	NA
Payroll Taxes (FICA, Medicare, etc.)		Additional Office Machines:	NA
1 Year HealthCare Cost:		Additional Vehicle(s):	NA
		Training*:	NA
		Uniforms*:	NA
Salary & Benefit Costs FY05-06	\$0.00	Memberships*:	NA
		Other Related Costs:	NA
		Associated Cost FY 05-06	\$0.00
		* Denotes Annual Recurring Costs	
Annual Budget Impact	\$31,973.76		
Total Budget Request FY 05-06	\$31,973.76		



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

	Current Hourly Rate	Proposed Hourly Rate (10% rate Increase)
Current Lieutenant # 1	\$17.95	\$19.75
Current Lieutenant # 2	\$17.90	\$19.69
Current Lieutenant # 3	\$18.25	\$20.08
Current Lieutenant # 4	\$18.20	\$20.02
Current Lieutenant # 5	\$18.92	\$20.81
Current Lieutenant # 6	\$18.45	\$20.30
Rates are based on 56 hour week for 52 weeks and does not account for overtime		

RESOLUTION 2023-38: A RESOLUTION AMENDING THE JOB
POSITION CLASSIFICATION AND COMPENSATION PLAN

THAT WHEREAS, it is essential to have qualified municipal employees in order to provide reliable services to the citizens of Statesboro; and

WHEREAS, in order to accomplish this the Mayor and City Council previously have adopted a new Job Position Classification and Compensation Plan on April 5, 2017; and

WHEREAS, the City Manager has made a recommendation to reclassify the Fire Lieutenant positions in the Fire Department.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Statesboro, Georgia in regular session assembled this 1st day of August 2023 as follows:

Section 1. That the Job Position Classification and Compensation Plan, which includes a list of job titles and pay grades; a grade and step pay matrix; and written job descriptions for each position with City government, previously adopted on April 5, 2017, and as subsequently amended, is hereby further amended as follows:

- That the Fire Lieutenant positions are classified to Fire Captain positions. The pay grade is 20, and the minimum hourly rate is \$18.67.

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

Passed and adopted this 1st day of August 2023.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan M. McCollar, Mayor

Attest: _____
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 - Public Works and Engineering

Date: July 25, 2023

RE: US Department of Transportation (US DOT) Rural and Tribal Assistance Pilot Program
Grant to fund financial, technical, and legal assistance to States and Rural and Tribal Communities

Policy: Application for Federal Funding

Recommendation:

Staff recommends approval of application to U.S.DOT funding support for Transportation Masterplanning of the Brannen Street Corridor

Background:

The US Department of Transportation has announced the launch of the Rural and Tribal Assistance Pilot Program, to provide grants to fund financial, technical, and legal assistance to states and rural and tribal communities. The intent of this Program is to advance transportation infrastructure projects in rural and tribal communities by supporting development-phase activities for projects reasonably expected to be eligible for certain USDOT credit and grant programs. This notice makes available a total of \$3.4 million of funding for the first two years of the five-year Program. Individual awards are expected to range from \$150,000 up to the program limit of \$360,000 and do not require a local match. Eligible applications are awarded funds on a first-come, first-served basis following the opening of the application August 14th, 2023.

The city of Statesboro is proposing to seek grant funding under this program to prepare the Brannen Street Corridor Plan. This plan would cover the 2.11-mile corridor connecting S. College Street to Veterans Memorial Parkway. This corridor connects several existing community assets including community centers, residential neighborhoods, and several existing trail projects. The intent of the Corridor Plan is to document existing conditions and analyze the feasibility of roadway improvement projects, including pedestrian and bicycle infrastructure, signage, and lighting.

Budget Impact: No local match required.

Council Person and District: Councilmember Paulette Chavers, District 2; Councilmember Venus Mack, District 3, Councilmember Shari Barr, District 5

Attachment: Grant/Federal Funding Application Resolution

**RESOLUTION 2023 - 39: A RESOLUTION APPROVING APPLICATION FOR
FUNDING FROM THE U.S. DEPARTMENT OF TRANSPORTATION (US DOT) RURAL AND TRIBAL ASSISTANCE
PILOT PROGRAM FOR THE BRANNEN STREET CORRIDOR PLAN**

THAT WHEREAS, the Mayor and City Council have found that specific corridors connect several existing community assets including community centers, residential neighborhoods, and several existing trail projects in Statesboro; and,

WHEREAS, the Mayor and City Council have found that the Brannen Street Corridor Plan will enhance opportunities to the citizens with roadway improvements;

WHEREAS, will provide recreational amenities via a pedestrian trail and will provide access to economic opportunities that will further improve the quality of life of citizens and visitors in Statesboro; and,

WHEREAS, the Mayor and City Council have found that the U.S. Department Of Transportation (US DOT) Rural And Tribal Assistance Pilot program, Is A Desirable Funding program to support the Transportation Masterplanning project; and,

WHEREAS, City staff will prepare application to provide federal funding support for an amount to be determined necessary by the U.S. Department Of Transportation (US DOT) Rural And Tribal Assistance Pilot program to fully fund the Project; and,

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

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

- Section 1. That the Mayor and City Council hereby approve the submittal of application for funding from the Congressionally Directed Spending Program.
- Section 2. That the Mayor is hereby authorized to execute all documents related to the application of said Program.

Adopted this 1st day of August, 2023.

STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

Rural and Tribal Assistance Pilot Program

Build America Bureau, Department of Transportation

Application Open: August 14, 2023, 2:00pm EST.

Application Type: Fillable online form

Award Amount: Individual awards range from \$150,000 to \$320,000 for FY 2022 funds or \$360,000 for FY 2023 funds. No local match is required. Applicants may submit up to three separate applications.

Award Type: first-come, first-served

Summary:

The Infrastructure Investment and Jobs Act (Pub. L. 117–58) is a generational investment in the nation's transportation system. Section 21205 of Division B of the BIL (Rural and Tribal Infrastructure Advancement) creates a pilot program to provide grants to fund financial, technical, and legal assistance to states and rural and tribal communities. The grants are intended to augment organizational capacity in communities that may not have resources available to evaluate and develop projects that qualify for federal funding and financing programs.

The intent of this Program is to advance transportation infrastructure projects in rural and tribal communities by supporting development-phase activities for projects reasonably expected to be eligible for certain USDOT credit and grant programs. However, there is no requirement for grantees to apply for other funding programs in the future.

This notice makes available a total of \$3.4 million of funding for the first two years of the five-year Program (Fiscal Years 2022 and 2023). Individual awards are expected to range from \$150,000 up to the program limit of \$360,000. Actual amounts awarded will be based on the needs of each grantee and available funding. No more than twenty percent of available funds for a single fiscal year may be awarded for projects in a single state in this round of funding, capping the total award amount within any state—and, therefore, any single grant—at \$320,000 for FY 2022 funds and \$360,000 for FY 2023 funds. Therefore, grant requests greater than \$320,000 will be considered only for FY 2023 funds; they will not be eligible to compete for FY 2022 funds. In order to be considered under the full funding amount available of \$3.4 million, the grant request may not exceed \$320,000.

The project(s) for which grant funding is being requested must also be eligible for funding or financing through the other USDOT programs to be considered eligible through this Program. These applicable programs are TIFIA, RRIF, INFRA, RAISE, Mega, and the National Culvert Removal, Replacement, and Restoration Grant Program.

To apply applicants must register in advance for a Unique Entity Identifier (UEI) at sam.gov and download a copy of the online application to complete prior to the opening date. When the

Rural and Tribal Assistance Pilot Program

Build America Bureau, Department of Transportation

application opens on August 14th at 2:00pm EST, applicants are encouraged to copy and paste answers from the completed copy of the application into the online form and submit. Awards are granted on a first-come, first-served basis and applications are graded on a “meets” or “does not meet” basis.

The city of Statesboro is proposing to seek grant funding under this program to prepare the Brannen Street Corridor Plan. This plan would cover the 2.11-mile corridor connecting US Highway 301 (Main Street) to Veterans Memorial Parkway. This corridor connects several existing community assets including community centers, residential neighborhoods, and several existing trail projects. The intent of the Corridor Plan is to document existing conditions and analyze the feasibility of roadway improvement projects, including pedestrian and bicycle infrastructure, signage, and lighting.

Following submittal of the grant application the proposal will be assessed by the Application Review Team for completeness and eligibility. Applications that meet the criteria for appropriateness of services requested and viability of grant funds requested will be recommended for award. The Bureau will provide applicants that submitted a complete application for a grant under this Program with a notice describing whether the application is approved or disapproved no later than 60 days after the date on which a complete application was received.

Link to Notice of Funding: [Notice of funding opportunity \(NOFO\)](#)

Link to Apply for UEI #: [System Award for Management \(SAM\)](#)

Link to Application: [Rural and Tribal Assistance Pilot Program](#)

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 26, 2023

RE: August 1, 2023 City Council Agenda Items

Policy Issue: Consideration of Development Agreement with Downtown Statesboro Development Authority to use \$55,380 in TAD funds for installation of a signature BORO marker within the development commonly known as the Art Park located at the intersections of East Main and Railroad Streets within the South Main Tax Allocation District.

Recommendation: Approval

Background: On July 25 2023, the TAD Advisory Committee recommended that \$55,380 in TAD funding be approved by Mayor and Council as redevelopment agency for the South Main TAD.

Budget Impact: None

Council Person and District: Phil Boyum, District 5

Attachments: Proposed Development Agreement and Application for TAD funding submitted by DSDA

DEVELOPMENT AGREEMENT

Between City of Statesboro, Georgia

and

DOWNTOWN STATESBORO DEVELOPMENT AUTHORITY

For Art Park Improvements

DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”), dated as of the ___ day of August, 2023, is made by and between the Mayor and City Council of Statesboro, Georgia, a municipal corporation in Bulloch County in the State of Georgia (the “City”), and Downtown Statesboro Development Authority., a Georgia Downtown Development Authority as developer, (the “Developer”). Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II or in the Redevelopment Plan, as appropriate.

ARTICLE 1 RECITALS

WHEREAS, City is duly authorized to exercise the redevelopment powers granted to local governments in the State of Georgia pursuant to the Redevelopment Powers Law and in accordance with House Bill 795 enacted by the General Assembly in 2014 and approved in a referendum on November 4, 2014; and

WHEREAS, by a Resolution duly adopted in December, 2014 (the “**TAD Resolution**”), following a public hearing as required by law, the Mayor and Council City approved the South Main Area Redevelopment Plan and created the South Main Tax Allocation District (the “**TAD**”) effective December 31, 2014; and

WHEREAS, pursuant to a resolution adopted on October 25, 2017 the Bulloch County Board of Commissioners (“County”) gave the consent required under O.C.G.A. Sec. 36-44-8(1); and

WHEREAS, the Redevelopment Powers Law provides that City may enter into public-private partnerships to accomplish the redevelopment projects contemplated in the Redevelopment Plan; and

WHEREAS, the TAD Resolution expressed the intent of City, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the TAD; and

WHEREAS, the undertakings contemplated by the Redevelopment Plan include, among other renewal activity, development of “Private Infrastructure”; and

WHEREAS, Developer applied for \$55,380.00 in TAD assistance for installation of Private Infrastructure at the intersection of East Main Street and Railroad Street with such application being approved by the TAD Advisory Committee as required;

WHEREAS, Developer is the lessee of certain real property located within the TAD; and

WHEREAS, Developer seeks to undertake the installation of Private Infrastructure; and

WHEREAS, in order to induce and further facilitate the successful accomplishment of this portion of the Redevelopment Plan, City has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with State law to enter into this Development Agreement with Developer, pursuant to which, subject to the conditions described herein, the Tax

Allocation Increment collected in the TAD will be used to reimburse Developer for certain Redevelopment Costs advanced by Developer in connection with the Private Infrastructure; and

WHEREAS, Developer agrees, pursuant to the terms of this Agreement, to undertake this critical revitalization in City and to develop the Private Infrastructure consistent with the Redevelopment Plan, which revitalization would not be economically feasible without the reimbursements being provided through the TAD as contemplated herein; and

AGREEMENT

NOW THEREFORE, City and Developer, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, hereby agree as follows:

ARTICLE 2 GENERAL TERMS

Section 2.1 Definitions. Unless the context clearly requires a different meaning, the following terms are used herein with the following meanings:

“Act of Bankruptcy” means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if, within 60 days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within 60 days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

“Administrative Fee” means an annual administrative fee payable to City from the Special Fund as provided in Section 3.3, to reimburse City for actual and/or imputed administrative costs, including reasonable charges for the time spent by public employees or agents of City in connection with the management and accounting of the Special Fund, in the amount of 1% of Positive Tax Increment per year until all TAD bonds or other alternative financing instruments have been paid off and closed.. Such Administrative Fee shall not reduce or otherwise diminish the total Reimbursement Costs payable to Developer.

“Advances” means advances by Developer or any other Person or entity to pay any costs that constitute Reimbursement Costs for which Developer may be entitled to reimbursement pursuant to Section 6.2.

“Affiliate” means, with respect to any Person, (a) a parent, partner, member or owner of such Person or of any Person identified in clause (b), and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term “control” means the possession,

directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“City” means Statesboro, Georgia, a municipal corporation in the State of Georgia.

“City Manager” shall mean the appointed or interim Statesboro City Manager of any person that City Manager has indicated in writing to Developer to be his/ her designee for the purposes of this Agreement.

“Developer” means Downtown Statesboro Development Authority, a Georgia Downtown Development Authority, developer of the Private Infrastructure.

“Development Team” means Developer and its development partners.

“Disbursements” means the funds deposited into the Special Fund available to Developer for reimbursement of Advances.

“Effective Date” means August 1, 2023, the effective date of this Agreement.

“Environmental Laws” means, including but without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. Sec.6901 *et seq.*, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Sec. 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. Sec. 1251 *et seq.*, as amended, the Clean Air Act, 42 U.S.C. Sec. 7401 *et seq.*, as amended, the Toxic Substances Control Act, 15 U.S.C. Sec. 2601 *et seq.*, as amended, and any other applicable federal law relating to health, safety or the environment.

“Force Majeure” means any event or circumstance which is (a) beyond the reasonable control of the Person whose performance is required by this Agreement and (b) caused by fire, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, acts of God, unusual and unanticipated delays in transportation, unusual and unanticipated delays in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, severe weather conditions, or delays caused by City in excess of 30 days. Developer will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the Force Majeure event or occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delay to the Private Infrastructure.

“General Contractor” means an experienced, licensed, bondable and reputable general contractor selected by Developer.

“Hazardous Substances” means any hazardous or toxic substance or waste as defined by any applicable Environmental Laws, together with (if not so defined by any such Environmental Laws) petroleum, petroleum products, oil, PCBs, asbestos, and radon.

“Legal Requirements” means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license,

authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

“Person” includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, a public body, or any other entity.

“Plans” means the Site Plan and the construction plans for the Private Infrastructure as the same may be modified from time to time, including any Material Modifications.

“Project Approvals” means all approvals, consents, waivers, orders, agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the Private Infrastructure, or otherwise necessary or desirable for the ownership, acquisition, construction, equipping, use or operation thereof, whether obtained from a governmental authority or any other person.

“Private Infrastructure” means those improvements identified and more fully described in Developer’s application for TAD financing, namely installation of signature BORO art piece at the Art Park.

“Redevelopment Costs” has the meaning given that term by O.C.G.A. Sec. 36-44-3(8) and as used in this Agreement, means Redevelopment Costs of the TAD and any other Redevelopment Costs (as defined in the Redevelopment Powers Law) contemplated by this Agreement and provided for in the Redevelopment Plan.

“Redevelopment Plan” means the Redevelopment Plan for the TAD approved by City pursuant to the TAD Resolution, following a public hearing as required by law, as may be amended from time to time.

“Redevelopment Powers Law” means the Redevelopment Powers Law, O.C.G.A. Sec. 36-44-1, *et seq.*, as may be amended from time to time.

“Reimbursement Costs” means the redevelopment costs authorized to be paid or reimbursed by the Redevelopment Plan.

“Site” means the real property on which the Private Infrastructure will be located within the TAD, at the intersection of Railroad and East Main Streets and commonly known as the Art Park.

“Special Fund” means the bank account established by City for the depositing of Tax Allocation Increment and payment of Disbursements as permitted under this Agreement.

“State” means the State of Georgia.

“TAD” means that South Main Tax Allocation District created by City effective December 31, 2014, pursuant to the Redevelopment Powers Law and the TAD Resolution and as further described in the Redevelopment Plan.

“TAD Resolution” has the meaning provided in the recitals above.

“Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected on real and personal property within the TAD attributable to the ad valorem millage rate levied annually by City and County.

Singular and Plural. Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Developer. Developer hereby represents and warrants to City that:

- (a) Organization and Authority. Developer is in good standing and authorized to transact business in the State of Georgia as a domestic nonprofit corporation. Developer’s officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.
- (b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors’ right generally and to general principles of equity.
- (c) Organizational Documents. Developer’s organizational documents are in full force and effect as of the Effective Date, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.
- (d) Bankruptcy. No Act of Bankruptcy has occurred with respect to Developer.
- (e) No Litigation. There is no action, suit or proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.

(f) No Undisclosed Liabilities. Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement.

(g) Principal Office. The address of Developer's principal place of business is 10 Siebald Street, Statesboro, GA 30458.

(h) Licenses and Permits. Developer will at all appropriate times possess all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Private Infrastructure

(i) Project Location. The Private Infrastructure is located wholly within City and further, wholly within the boundaries of tax parcels leased by Developer as such parcels are identified by the Board of Tax Assessors for Bulloch County, Georgia..

(j) Utilities. All utility services necessary and sufficient for the construction and operation of the Private Infrastructure will be obtained when needed and will at all appropriate times be available through dedicated public rights of way or through perpetual private easements. Developer shall be responsible for all utilities installation.

(k) Liens. Other than as to City, there are no material liens of record of laborers, subcontractors or materialmen on or respecting the Private Infrastructure on the Effective Date. Developer shall provide a signed notarized affidavit/form certifying there are no outstanding liens on Project to the City.

(l) Tax Allocation Increment. Developer acknowledges that City has made no representation as to the amount of Tax Allocation Increment to be generated by the TAD and that Developer has had the opportunity to investigate and make its own conclusions as to the amount of Tax Allocation Increment to be generated by the TAD.

Section 3.2 Representations and Warranties of City. City hereby represents and warrants to Developer that:

(a) Organization and Authority. City is a municipal corporation duly created and existing under the laws of the State. City has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of City, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of City as a condition to the valid execution, delivery, and performance by City of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of City in accordance with its terms,

subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against City before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) TAD Resolution. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption. No amendment of or supplement to the TAD Resolution is contemplated by City.

(e) Redevelopment Agent. City has been duly designated as Redevelopment Agent for the TAD as contemplated by the Redevelopment Powers Law.

(f) Recitals. The Recitals in Article I of this Agreement relating to actions taken by public bodies are true and correct.

(g) Redevelopment Plan and TAD. The Redevelopment Plan and the TAD have been duly adopted and created by City

ARTICLE 4 DEVELOPMENT AND CONSTRUCTION

Section 4.1 Construction of the Private Infrastructure

(a) Developer will use commercially reasonable efforts to develop and construct, or cause the development and construction of, the Private Infrastructure with diligence and good faith in a good and workmanlike manner and in substantial conformance with the TAD financing application and the descriptions thereof set forth therein, all subject to Force Majeure. City acknowledges that during the term of this Agreement modifications to the Private Infrastructure as contemplated on the Effective Date may occur. Developer will construct, or cause the construction of, the Private Infrastructure in accordance with all applicable Legal Requirements.

(b) Upon completion of the construction of the Private Infrastructure, Developer will provide City with a final cost summary of all costs and expenses associated with the Private Infrastructure, a certification that it has been completed, and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.

Section 4.2 Approvals Required for the Project. Developer will obtain or cause to be obtained all necessary Project Approvals for the Private Infrastructure and will comply with all Legal Requirements of any governmental body regarding the use or condition of the Private Infrastructure. Developer may, however, contest any such Legal Requirement or Project Approval by an appropriate proceeding diligently prosecuted. City agrees to process zoning and permit applications in a prompt and timely manner in accordance with its normal rules and procedures.

ARTICLE 5
DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

Section 5.1 Litigation. Developer will notify City in writing, within fifteen (15) business days of its having knowledge thereof, of any actual or pending litigation or adversarial proceeding in which a claim is made against Developer or against the Site or the Private Infrastructure in any case which Developer reasonably considers may impair Developer's ability to perform its obligations under this Agreement, and of any judgment rendered against Developer in any such litigation or proceeding. Developer will notify City in writing and within fifteen (15) business days of any matter that Developer reasonably considers may result or does result in a material adverse change in the financial condition of Developer or in the financial condition or operation of the Private Infrastructure.

Section 5.2 Maintenance of the Project. Developer agrees that, for as long it has a real property interest in the Private Infrastructure, it will at its own expense (i) keep the Private Infrastructure, or cause it to be kept, in as reasonably safe condition in accordance with applicable Legal Requirements as its operations permit, and (ii) keep the Private Infrastructure in good repair and in good operating condition. .

Section 5.3 Liens and Other Charges. Developer will duly pay and discharge, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the Private Infrastructure unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the Private Infrastructure.

Section 5.4 Compliance with Laws, Contracts, Licenses, and Permits. Developer will comply in all material respects with (a) all applicable laws related to the Private Infrastructure, (b) all material agreements and instruments related to or regarding the Private Infrastructure by which it may be bound, (c) all restrictions, covenants and easements affecting the Private Infrastructure (d) all applicable decrees, orders and judgments related to or regarding the Private Infrastructure, and (e) all licenses and permits required by applicable laws and regulations for the ownership, use, or operation of the Private Infrastructure.

Section 5.5 Taxes. To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Site and the Private Infrastructure or arising in respect of the use or possession thereof, and will provide to City, within ten days after a written request therefor, validated receipts showing the payment of such taxes when due. Developer will have the right to appeal an assessment for ad valorem tax purposes.

Section 5.6 Insurance. To the extent of its interest therein, Developer, or its Affiliates, will keep the Private Infrastructure continuously insured consistent with its normal operating policies and subject to its customary deductibles and limitations, but Developer may at any time elect to be self-insured. Any such insurance maybe provided through blanket insurance policies covering one or more facilities owned or operated by Developer and through any combination of underlying and umbrella policies as Developer may select.

Section 5.7 Further Assurances and Corrective Instruments. City and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement; provided that the rights of City and Developer hereunder and the ability of Developer to construct the Private Infrastructure are not impaired thereby.

Section 5.8 Performance by Developer. Developer will perform all acts to be performed by it hereunder and will refrain from taking or omitting to take any action that would materially violate Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates.

ARTICLE 6 DISBURSEMENT; SPECIAL FUND; FINANCING ALTERNATIVES

Section 6.1 Advances.

- (a) Developer shall may make or cause to be made Advances sufficient to fully install and construct all Private Infrastructure.
- (b) Developer may submit a Requisition to City for its review and approval for reimbursement for any such Advances in accordance with Section 6.2.

Section 6.2 Disbursement. Subject to substantial compliance by Developer with all of the material terms and conditions of this Agreement, the funds deposited into the Special Fund will be available for disbursement to Developer for reimbursement of Advances at such times and in such amounts as determined ("Disbursement") in accordance with the following procedures:

- (a) Developer may submit Requisitions to City upon paid Advances toward construction and installation of the Private Infrastructure.
- (b) The construction for which Reimbursement Costs are included in the Requisition must be reviewed and approved by City or its appointed consultant to verify the approval of the construction, the cost of completed construction, and compliance with this Agreement.
- (c) In no event shall Disbursements to Developer exceed a sum total of \$55,380..
- (d) City shall pay Disbursements within thirty days from approval of submitted Requisitions.

Section 6.3 Limited Liability.

- (a) The payment of all Disbursements required to be paid by City under this Agreement shall be special or limited obligations of City payable only from the Special Fund. City will have no liability to honor any Requisition except from amounts on deposit in the Special Fund.

(b) To the extent permitted by State law, no director, officer, employee or agent of City will be personally responsible for any liability arising under or growing out of the Agreement.

(c) City shall not be obligated to disburse any funds to any person under this Agreement other than as directed by Developer or as otherwise permitted under this Agreement.

Section 6.4 Special Fund. City will deposit the Tax Allocation Increment into the Special Fund as property tax payments are received. Any funds obtained from TAD bonds or other financing arrangements entered into by City shall also be deposited into the Special Fund.

Section 6.5 Forfeiture of Disbursements. Developer shall forfeit Disbursements on any Requisitions for Reimbursement Costs not received by City within 6 months of the Effective Date of this Agreement.

ARTICLE 7 INDEMNIFICATION

Section 7.1 Indemnification. Developer will defend, indemnify, and hold City and its agents, employees, officers, and legal representatives (collectively, the “Indemnified Persons”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys’ fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of the Private Infrastructure and, to the extent caused by construction of other elements of the Private Infrastructure pursuant to a construction contract directly between the contractor and the Developer, sustained in connection with the construction of such elements. Notwithstanding anything to the contrary in this Article, (1) Developer’s indemnification obligation under this Article is limited to the policy limits available under the insurance policies required under Section 5.6; (2) Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person’s own negligence, recklessness or intentional act or omission; and (3) Developer will not be obligated to indemnify any Indemnified Persons to the extent that any claims that might otherwise be subject to indemnification hereunder resulted, in whole or in part, from the gross negligence, recklessness or intentional act or omission of any other Indemnified Person or Persons.

Section 7.2 Notice of Claim. If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to Developer within ten (10) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. If an Indemnified Person does not provide this notice within the ten-business-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

Section 7.3 Defense. Developer may assume and control the defense of the claim based on the indemnified Losses at its own expense with counsel chosen by Developer with the concurrence of the Indemnified Person. In such case, Developer will also control any negotiations

to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually incurred by it will constitute Losses.

Section 7.4 Separate Counsel. If Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that materially and adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Developer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

Section 7.5 Survival. The provisions of Article VII will remain in effect until the expiration of one (1) years after completion of the Private Infrastructure

ARTICLE 8 DEFAULT

Section 8.1 Default by Developer.

- (a) The following will constitute a "Default" by Developer:
- (i) Failure of Developer to materially and timely comply with and perform any of its covenants, conditions or obligations set forth in this Agreement;
 - (ii) The declaration of an "event of default" by any lender under any Loan Documents, if any, with respect to Project Financing or a breach of Section 5.2;
 - (iii) An Act of Bankruptcy of Developer;
 - (iv) Any material representation or warranty made by Developer in this Agreement or subsequently made by it in any written statement or document furnished to City and related to the transactions contemplated by this Agreement is false, inaccurate or fraudulent in any material respect as of the date such representation or warranty is made; and
 - (v) Any material report, certificate or other document or instrument furnished to City by Developer in relation to the transactions contemplated by this Agreement is false, inaccurate or misleading in any material respect; or if any report, certificate or other document furnished to City on behalf of Developer, to the extent that Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to City.

Section 8.2 Remedies. If a Default by Developer occurs and is continuing 60 days after receipt of written notice to Developer from City specifying the existence of such Default (or within a reasonable time thereafter if such Default cannot reasonably be cured within such 60-day period and Developer begins to diligently pursue the cure of such Default within such 60-day period), the Default will become an “Event of Default,” and City will be entitled to elect any or all of the following remedies: (i) terminate this Agreement and discontinue further funding hereunder, (ii) seek any remedy at law or in equity that may be available as a consequence of Developer’s default; (iii) pursue specific performance of this Agreement or injunctive relief; or (iv) waive such Event of Default. Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties or obligations hereunder.

Section 8.3 Remedies Cumulative. Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder, at law or in equity.

Section 8.4 Agreement to Pay Attorneys’ Fees and Expenses. In the event of an Event of Default by Developer, if City employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of Developer contained herein, Developer agrees that it will on demand therefor pay to City, as applicable, the reasonable fees of such attorneys and such other reasonable expenses so incurred by City, the amount of such fees of attorneys to be without regard to any statutory presumption.

Section 8.5 Default by City. The following will constitute a “Default” by City: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of 60 days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer; provided that in the event such breach or failure can be corrected but cannot be corrected within said 60-day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

Section 8.6 Remedies Against City. Upon the occurrence and continuance of a Default by City hereunder, Developer may seek any remedies available at law or in equity and may assert a claim for attorney’s fees, reasonable expenses and actual costs.

ARTICLE 9 MISCELLANEOUS

Section 9.1 Term of Agreement; Survival. This Agreement will commence on the Effective Date and will expire on the earlier to occur of the date on which all Reimbursement Costs have been fully reimbursed to Developer from the Special Fund

Section 9.2 Notices. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

If to Developer:

DSDA

ATTN: Allen Muldrew or current Executive Director

10 Siebald Street

Statesboro, GA 30458

If to City:

Statesboro City Manager

50 E Main St

Statesboro Georgia 30458

With a copy to: City Attorney at same address

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed in accordance with this Section will be deemed to be given when so mailed, and any communication so delivered in person will be deemed to be given when received for by, or actually received by the party identified above.

Section 9.3 Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 9.4 Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9.5 Applicable Law. This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia. Venue for any legal action resulting from this Agreement shall be in the court of appropriate jurisdiction in Bulloch County.

Section 9.6 Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 9.7 Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given

if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

Section 9.8 Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as of the day and year first written above.

CITY OF STATESBORO, GEORGIA

Mayor Jonathan McCollar

Attested by Leah Harden, City Clerk

DOWNTOWN STATEBORO DEVELOPMENT AUTHORITY

Delores Grooms Dickey, Board Chair



CITY OF STATESBORO
APPLICATION FOR TAD FINANCING

FOR STAFF USE ONLY:

Date Application Filed: _____ Tad Meeting: _____ City Council Meeting: _____
Application Fee: Cash _____ Check No. _____ Receipt No _____
Application Taken By: _____

Part I: APPLICANT INFORMATION

A. PROJECT NAME & TAD FUNDING AMOUNT REQUESTED:

Project Name: Art Park
TAD District: South Main TAD/TAD #1
Amount Requested: \$55,380

B. DEVELOPER CONTACT INFORMATION:

Name: Downtown Statesboro Development Authority
Address: 10 Siebald Street
City/State/Zip: Statesboro/GA/30458
Phone: 912-764-7227
Fax: _____
Email: mainstreet@statesborodowntown.com
Contact Name & Title: Allen Muldrew, Executive Director
Ownership Interest: _____

C. PROPERTY OWNER CONTACT INFORMATION:

Name: City of Statesboro, Attn: John Washington
Address: 50 East Main Street
City/State/Zip: Statesboro/GA/30458
Phone: 912-764-0681
Fax: _____
Email: john.washington@statesboroga.gov

D. LEGAL FORM OR OWNERSHIP (i.e. Individual, Corporation, Partnership, LLC, etc.) municipality

**In a separate attachment, provide the names, addresses, phone numbers and e-mail addresses for all major partners, JV or limited partners, or other project participants. Also indicate the ownership interest of each development participant listed under this item.*

PART II: DEVELOPMENT PROFESSIONAL TEAM

A. PROJECT ARCHITECT:

Company Name: _____
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

B. CIVIL/TRAFFIC ENGINEER:

Company Name: Parker Engineering
Primary Contact Name: Wesley Parker
Address: 36 Courtland Street, Suite B
Phone: 912-764-7722
Email: wesley@parker-engineering.com

C. CONTRACTOR:

Company Name: Whitfield Signs
Primary Contact Name: Josh Whitfield
Address: 91 South College Street, Statesboro, GA 30458
Phone: 912-681-6338
Email: josh@whitfieldsigns.com

D. PROPERTY MANAGER (IF APPLICABLE):

Company Name: _____
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

E. DEVELOPER'S ATTORNEY:

Company Name: _____
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

F. OTHER:

Company Name: _____
Primary Contact Name: _____
Address: _____
Phone: _____
Email: _____

PART III: GENERAL PROJECT INFORMATION

A. GENERAL PROJECT DESCRIPTION:

Tax Parcel(s): n/a Ward No: _____
 Location/Address: East Main Street @ Railroad Street Zoning: n/a
 Existing Use(s): art park Size: 0.15 ac
 Current Full Value: n/a Current Assessed Value (40%) n/a
 Current Annual Real Property Tax Bills: n/a n/a n/a
 (City) (County) (School)

Estimated Existing Total Population Residing Within Development Site: _____

Estimated Existing City Public School Enrollment Residing Within Development Site: _____

Proposed Demolition of Existing Structures (if applicable, describe the amount of existing building square footage (SF) and current uses of said buildings. Include the number of existing total and occupied housing units): no buildings

Permanent Job Creation/Retention Associated with Development (If Applicable): n/a

Estimated Annual Property Taxes Generated n/a n/a n/a
 (City) (County) (School)

B. PROJECT (USE) MIX:

	# Units	Building Area (SF)	% of Building Area
Residential			
Retail			
Office			
Other			
Parking Structures (Spaces)			
TOTAL	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

1) Construction Type (New Construction, Rehab, Conversion, etc.): park

C. RESIDENTIAL DETAIL (IF APPLICABLE):

1) Ownership Housing Unit Mix:

	# Units	Size Range (SF)	Average (SF)	Average Sale Price
Studio				
1 Bedroom				
2 Bedroom				
3 Bedroom				
4+Bedroom				
TOTAL	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>

2) Rental Housing Unit Mix:

	# Units	Size Range (SF)	Average (SF)	Average Sale Price
Studio				
1 Bedroom				
2 Bedroom				
3 Bedroom				
4+Bedroom				
TOTAL	n/a	n/a	n/a	n/a

D. DESCRIBE PLANNED UNIT FEATURES, FINISHES & AMENITIES (PROVIDE VISUALS IF AVAILABLE):
signature "BORO" art sculpture, sundial, featured artwork on rotation, landscaping, kiosk, and sidewalk in shape of a flower

E. DESCRIBE PLANNED PROJECT AMENITIES (RECREATIONAL, AMENITIES, OPEN SPACE, ETC.):
Redevelopment of railroad construction property into gateway art park in downtown Statesboro. The Art Park will provide a location for display and education of art provided by Georgia Southern University and local artists.

F. NONRESIDENTIAL DETAIL (IF APPLICABLE):

	# Units	Size Range (SF)	Average (SF)	Avg. Sales (\$/sf)	Avg. Lease (\$/SF)
Office					
Retail					
Other					
TOTAL	n/a	n/a	n/a	n/a	n/a

G. ESTIMATED PROJECT COMPLETION (END) VALUE: (Estimate the total sell out value of the project. Include a value estimate for any building retained by the Developer) \$192,807.00

H. DESCRIBE THE PROPOSED USES OF TAD FUNDS & ITEMIZE THE DISTRIBUTION OF THOSE COSTS:
Installation of signature "BORO" art piece.

I. SUPPORTING DOCUMENTS TO BE SUBMITTED:

- 1) Existing Conditions of Photos
- 2) Location & Project Boundary Maps
- 3) Conceptual Site Plan (if unavailable, provide an estimated delivery date for a site plan)
- 4) Project Architectural Rendering or Conceptual Elevation Drawings (if available)

PART IV: PROJECT ECONOMICS

A. FINANCING SOURCES

	Applicable? (Y/N)	Financing Amount	% of Total Cost
Conventional Debt	No		
Government Loans (Describe)	No		
State/Federal Grants (List Sources)	No		
Tax Credits	No		
Other Debt	No		
Contributed Equity	No		
Others Sources	No		
TAD Funding Request	\$55.380		28.7%
TOTAL			

B. **EQUITY** – Describe the amount and source(s) of developer’s equity to be supplied to the development.

n/a

C. **ESTIMATED FINANCING TERMS** – Estimate interest rates/costs of debt financing to be used.

n/a

D. **DISCOUNTED CASH FLOW ANALYSIS** - Submit a DCFA reflecting the period from start-up through construction, stabilization and total sell out. If a portion of the property is to be retained by the Applicant, provide an estimate of the residual value of the retained property.

n/a

E. **CONSTRUCTION COST ESTIMATES:** Include in the development pro forma a detailed estimate of all construction hard and soft costs. Any costs associated with proposed uses of TAD funds as described above should be itemized separately for verification.

see attached cost estimate.

- F. **INCOME PROJECTIONS FROM SALES AND LEASING ACTIVITY:** Provide detailed revenue estimates from sales and leasing activity. If space is to be leased and retained in the Applicant's ownership after completion, include stabilized occupancy and lease rate projections. If space is to be sold, include projected absorption rates, unit price appreciation and related assumptions.

n/a

- G. **MARKET EVIDENCE:** Describe the sources of comparable sales/leases and/or other market evidence relied upon as a basis for the proposed prices and absorption rates indicated above.

n/a

- H. **RETURN ON INVESTMENT (ROI):** Calculate projected returns on equity to be provided by the developer, with and without the requested TAD contribution. If more than one investor is contributing equity to the project, calculate ROI to individual investment entities.

The project is a community park, therefore no financial ROI can be calculated.

However, the project will provide an economic benefit to downtown Statesboro.

It is anticipated this park will draw attendees to the downtown area who will, in turn, patronize restaurants and retail establishments and will generate additional sales tax dollars and contribute to the vitality of these businesses.

PART V: SITE CONTROL, ZONING & SCHEDULE

- A. Provide evidence of site control in the form of copies of deed(s), contracts for purchase, land lease agreement, etc.
- B. Indicate the requested zoning designation(s) for the project site.
- C. Indicate whether the site is currently zoned for its intended use(s). If no, describe the timeline for obtaining zoning approvals.
- D. Indicate whether all required site plan approvals and/or variances have been obtained. If no, describe the timeline for obtaining zoning approvals.
- E. Provide a copy of findings from the Phase I Environmental Report. If a Phase I Environmental Report has not been prepared, provide a timeline for submitting the report.
- F. Include a projected construction schedule that describes the time frames and estimated milestones for acquiring financing, completing plans and specifications, permitting and construction. The construction schedule should identify target dates for the following major milestones:
- 1) Obtain Financing Commitments
 - 2) Detailed (Final) Site Plan Approval
 - 3) Real Estate Closing Date (if applicable)

- 4) Construction Start Date
- 5) Estimated Completion Date
- 6) Target date for first units sold or leased

PART VI: CERTIFICATIONS

The undersigned Applicant hereby certifies to the best of his/her knowledge and belief, that the information in this application is true, correct and complete. The undersigned further represents that he/she has the authority to bind the Applicant and all individuals and entities herein to this warranty of truthfulness and completeness of the application.

The Applicant further acknowledges having read all applicable sections of The City Policies and Procedures governing the disposition of requests for TAD financing assistance. The Applicant understands and agrees to abide by all provisions of applicable Georgia statutes, as well as all program policies, rules and guidelines established by the City and the City.

The Applicant acknowledges that a favorable vote by the TAD Advisory Committee and the City Council to support this application, does not constitute a commitment to finance the proposed project, but only an agreement to seek third party investors to purchase tax allocation bonds or offer comparable financing to the City, based upon anticipated future real property tax increment to be generated by the project. The Applicant will be responsible for satisfying underwriting criteria that may be imposed by these financing sources.

APPLICANT SIGNATURE:

 DATE: 5/19/2023
(Applicant's Authorized Signature)

Allen Muldrew TITLE: Director
(Typed or Printed Name)

WITNESS SIGNATURE:

 DATE: 5/19/2023
(Witness Signature)

Elena McLendon
(Typed or Printed Name)

Application WITHDRAWAL Notification: I (We) hereby withdraw the above application.

SIGNED _____ DATE: _____



Whitfield Sign Co.
91 South College Street
Statesboro, GA 30458
+1 9126816338

Estimate

ADDRESS
Statesboro Art Park

SHIP TO
Statesboro Art Park

ESTIMATE # 39165
DATE 05/02/2023

SALES REP
Isabella Booth

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	MAIN ID	"BORO" - 6' LETTERS - PAINTED	1	52,000.00	52,000.00T
	INSTALL	INSTALLATION	1	2,855.00	2,855.00
	DESIGN SERVICES	DESIGN/LAYOUT FEE	1	525.00	525.00

Thank you for choosing Whitfield Sign Co. !

SUBTOTAL 55,380.00

Below is your customized estimate for your approval. Please reply to your direct sales contact.

TAX 0.00

TOTAL **\$55,380.00**

Thank you for your business!
Whitfield Sign Co.

Accepted By

5/3/2023

Accepted Date

3% CHARGE ADDED TO ALL CREDIT CARD PURCHASES OVER \$1,000 | 1.5% FEE IS ADDED TO ALL INVOICES OVER 30 DAYS
ESTIMATE VALID FOR 45 DAYS | ALL PERMIT FEES WILL BE APPLIED TO FINAL INVOICE | 50% PAYMENT REQUIRED ON ALL
PROJECTS TO BEGIN PRODUCTION

BIDS: FINAL PRICE IS SUBJECT TO CHANGE IF QUANTITIES OR DESIGNS ARE CHANGED.

Project : Art Park

Construction Cost Estimate					
Line Items	Quantity	Unit	Unit Price	Total	
Demo	1	LS	\$7,500.00	\$7,500.00	
Grading Complete	1	LS	\$25,000.00	\$25,000.00	
Landscaping: Trees / Shrubs	1	LS	\$7,500.00	\$7,500.00	
6" Concrete	25	CY	\$275.00	\$6,875.00	
4" Concrete	45	CY	\$275.00	\$12,375.00	
2" Stone Color #1	180	TN	\$75.00	\$13,500.00	
2" Stone Color #2	12	TN	\$75.00	\$900.00	
Landscape Cloth	1735	SY	\$1.50	\$2,602.50	
Conc. Block (split-face)	1	LS	\$3,520.00	\$3,520.00	
Art Foundation	1	LS	\$3,000.00	\$3,000.00	
Art Feature (BORO)	1	EA	\$55,380.00	\$55,380.00	
Sign	1	EA	\$75.00	\$75.00	
			Sub-Total	\$138,227.50	
			20% Contingency	\$27,645.50	
			Final Sub-Total	\$165,873.00	

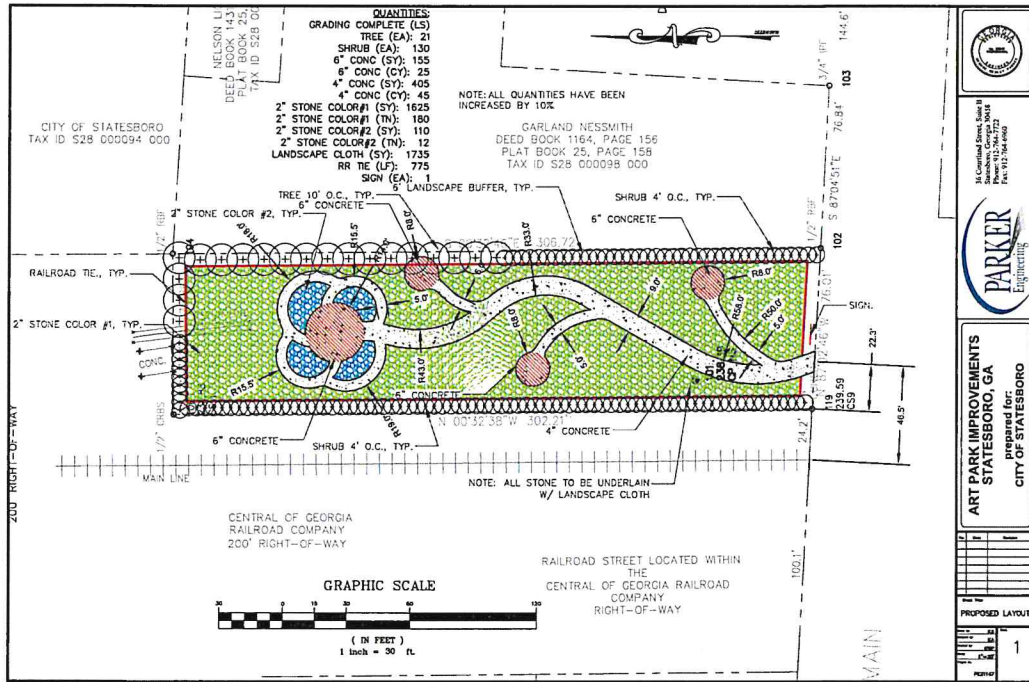
Engineering Services		
Line Items	Quantity	Total
Whitaker Phase II Soil Study		\$2,286.00
Whitaker resample		\$300.00
Atlas - Railroad Remediation		\$20,848.00
Parker Engineering		\$3,500.00
		Sub-Total
		\$24,648.00
Land Lease w/ Railroad	20 year est. life	\$3,500/year
		\$70,000

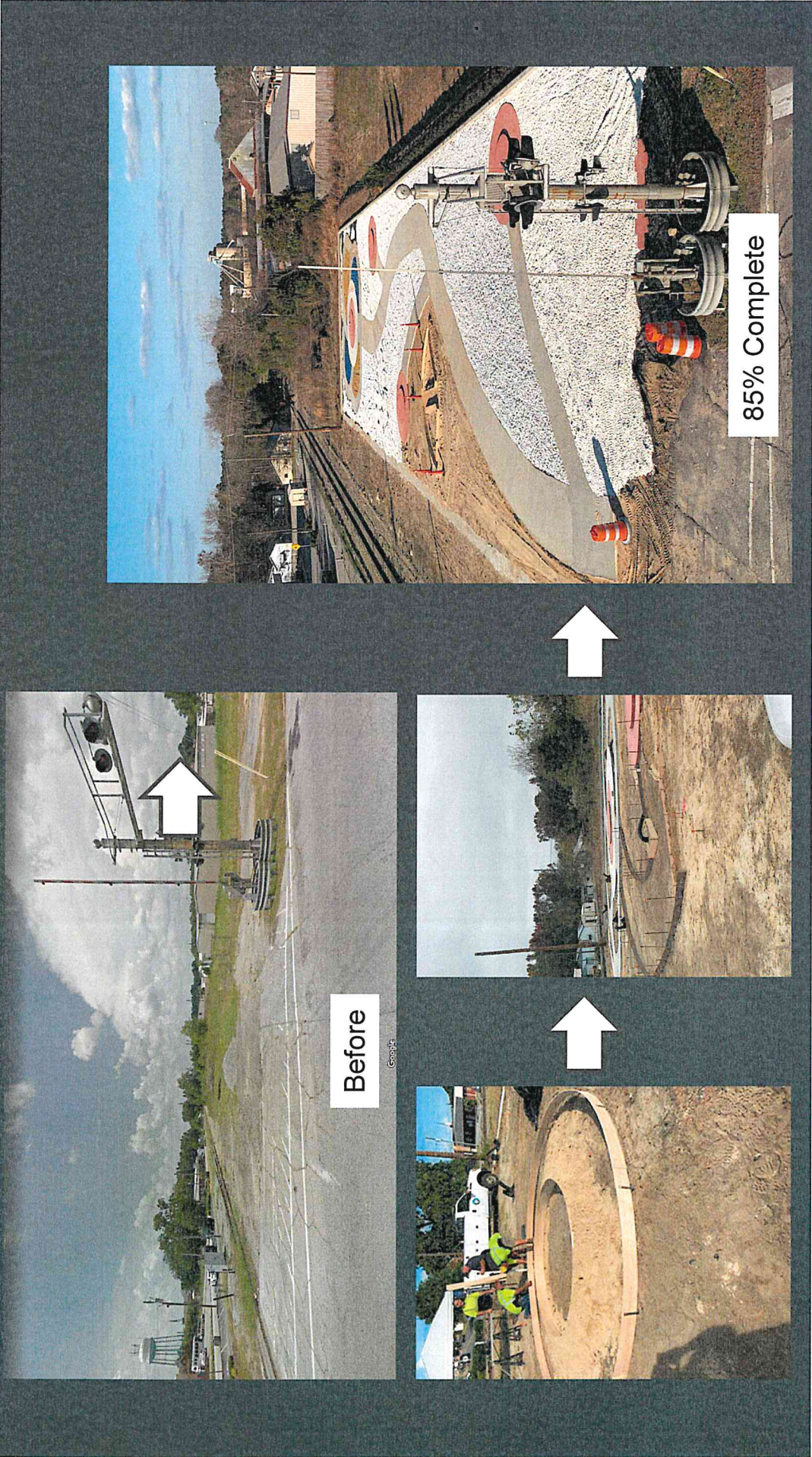
Total Project Cost	\$260,521.00
---------------------------	---------------------



KEY FEATURES

- Large BORO sculpture rear of the center of the large flower
- Integrated sidewalk features like hopsotch, sundial, or stamped features
- Large stone accents - good location for selfies
- Round pads at end of "leaves" are large diameter concrete pads designed for revolving sculpture installations
- Natural concrete, decomposed granite, bleached river rock, and colored recycled plastic rock hardscape infill
- Kiosk with information faces E. Main and Savannah Ave. which is a perfect spot to advertise downtown events
- Wayfinding sign, Gnome Garden, Georgia Southern University Art Department collaboration, and other creative features additions possible



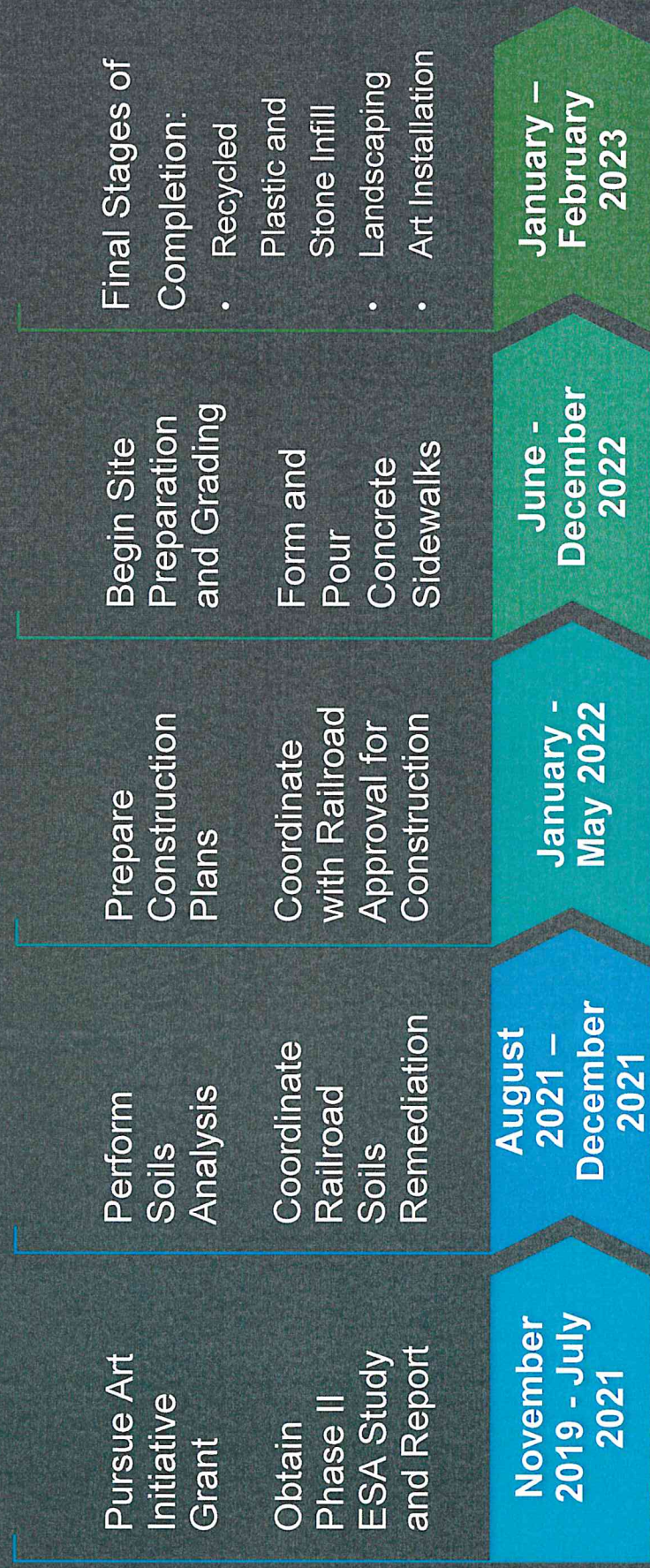


85% Complete



Before

Art Park Timeline



CITY OF STATESBORO



COUNCIL

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

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

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

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

From: John Washington, Director - Public Works & Engineering

Date: July 19, 2023

RE: Contract Award – Side Arm, CNG Refuse Truck

Policy Issue: Purchasing

Recommendation:

Staff recommends and requests award of contract to Solid Waste Applied Technology (SWAT) for the purchase of a New Way Automated Residential Side Arm Refuse Collection body with a 2024 Peterbilt 520 CNG Cab and Chassis (Could be 2025) per Sourcewell (formally NJPA) contract to SWAT in the amount of \$449,000.00. This item will be purchased with Solid Waste Collection revenue funds.

Background:

The 31 Yd ASL CNG Refuse Collection Truck is to be utilized in the Solid Waste Collection Division of Public Works & Engineering Department. The Automated Side Arm (CNG) Refuse Collection Truck is funded in the amount of \$449,000.00 in the FY2024 budget and is listed under CIP# SWC-8. This truck will be outfitted with other safety equipment and decals with available funds budgeted. The price of the equipment is in excess of the funds budgeted. This is due to current economic conditions across the United States, with suppliers experiencing supply chain shortages, as well as price increases. The balance will come from fund balance in solid waste collection fund, which has reserve funds to cover this expense.

The Sourcewell Contract # 091219-NWY, meets all requirements, specifications and warranty needed. This vendor, Solid Waste Applied Technologies, is a local Bulloch County vendor and the only authorized distributor for New Way refuse equipment in South Georgia. This machine is on a 5/10 year rotation (front line/backup machine) to minimize the downtime and maintain operational efficiency due to the continuous work load of the commercial division. It is anticipated that the current backup machine will be utilized in other operations within Public Works.

Budget Impact:

Reduction in Maintenance Costs

Council Person and District:

N/A (citywide)

Solid Waste Applied Technologies
207 Hal Averitt Blvd
Statesboro, Georgia 30458



Phone: 912-549-0005
Cell: 912-293-0099
JC@SWATtruckrepair.com

QUOTATION

City of Statesboro (SW#33094)
PO Box 348
Statesboro, GA 30458

7/18/2023

Sourcewell Contract # 091219-NWY

TOTAL TRUCK PACKAGE DELIVERED \$449,000.00

SPECIFICATIONS

Quantity	Part No.	Description
1		31yd ASL Sidewinder on 2024 Peterbilt 520 Chassis(Could be 2025 Chassis)
STD		Complete Mount
1		Severe Refuse Package: 7GA AR hopper FLR & Side Liner, Forward Panel of Side Wall 7GA AR450, Body Floor 7GA AR450 32" into Body, Chromium Overlay on packer Guide Rails.
STD		96 Gallon Arm w/ 6X6 Chains
1		Integrated Strobe Light Package System - 2 round lights upper tailgate
1		Integrated Strobe Light Package System - 2 round lights lower tailgate
1		Upper Light Bar With 2 Stop/Tail & 2 Turn
1		Back Up Collision Avoidance Sensor
1		Acrylic Urethane Enamel Color- BLUE P3594EX
1		Hinged Front Cylinder Splash Shield
1		Clean out Chute Extensions Both Sides
1		Full Hopper Cover, Painted to match
1		Rake Teeth Breaker Bar
1		Hopper Access Ladder
1		Hydraulic Hopper Cover
1		Shovel Broom Rack, With Clean out Tool Only
1		LED Mid Body Backup Lights
1		LED Back up Lights mounted on TG
1		LED Work Lights (1) Light in Hopper, (1) Light Lwr Frt Bolster facing Arm
1		LED Oval Strobes on Lower Tailgate Non Integrated
1		Traffic Advisor Board Mounted on TG
1		Safety Vision 3 Camera System (1) TG, (1) Arm, (1) Hopper
1		Safety Vision Backup Collision Avoidance Sensor
STD		Front Mount Tandem Vane Pump
1		Remote Grease Zerk TG and Upper Cylinder Hinges
1		Front Remote Grease System for Packer and Body Lift Pins
1		Arm Control Rocker Switches mounted under seat Right Side
1		Arm Cycle Counter
1		Electronic Filter by-pass Indicator in Cab
STD		2-Year Cylinder Warranty
1		1-Year Body Warranty
1		2-Year Hydraulic Warranty

1 CAUTION DECAL - TG- LARGE
1 60 DGE CNG TANK & CABINET- ROOF MT
1 2 FUEL PORTS - 1 FRONT BUMPER & 1 DRIVERS SIDE
1 CNG Cabinet paint to match body P3594EX Blue
1 Chassis 2024 Peterbilt 520 CNG
1 Freight
1 Chassis includes 5 yr engine,transmission, cab, frame warranty
1 PDI

Special Note- Due to current Economic issues to include supply chain issues, delivery times may vary
** Current Pricing may vary due to economic conditions and are subject to surcharges that may be imposed by manufacturers of chassis and body. Should such surcharges come about, these will be passed on to end user.**

END OF SPECIFICATIONS

CITY OF STATESBORO



COUNCIL

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

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

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

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

From: John Washington, Director - Public Works and Engineering

Date: July 25, 2023

RE: Caterpillar 289D3 High Flow Skid Steer with Attachments

Policy Issue: Purchasing Policy

Recommendation:

Staff recommends and requests the Consideration of a Motion to purchase a new Caterpillar 289D3 High Flow Skid Steer with attachments for the Streets Division in the amount of \$158,969.00 from Yancey Brothers Co. Caterpillar using Sourcewell Contract # 032119 CAT Discount with funds from 2018 TSPLOST Fund, 2024 CIP Budget item # STS-122. The delivering dealer is YANCEY CAT.

Background: This will be a purchase of a new Caterpillar 289D3 High Flow Skid Steer and attachments to be utilized in the Streets and Parks Division at Public Works. This Skid steer will be used to clip roads, mulch trees and underbrush, dress shoulders of roadways, any and all work on City streets and right-of-way that require use of smaller machinery.

Budget Impact:

No impact on FY2024 operating budget. The purchase is within the budget appropriated.

Council Person and District:

N/A (citywide)

Attachments:

Bid Specification Sheet

YANCEY**CAT**

TO: City of Statesboro
FROM: Zach Tatum, Machine Sales Rep, Cell: 912-237-0830
DATE: 7-24-22
SUBJECT: CAT 289D3 High Flow Skid Steer

Yancey Bros. Co. appreciates the opportunity to quote your equipment needs. See the below quotation per your request. Please let me know if you have any other questions.

New Caterpillar 289D3 High Flow Skid Steer CAB A/C

- Equipped with Enclosed Cab Heat & AC, 17in Wide Rubber Tracks, Hydraulic Quick Coupler, External Counterweights, Debris Guarding Kit, Poly Door Break Resistant Door,
- Attachments- 80in Bolt on Cutting Edge Smooth Bucket, Skid Steer Forks, 80in Industrial Grapple Bucket, CAT HM316 Mulching Head w/ Bite Limiter.

Warranty: Standard 24 mth/2000 hour premier warranty

Extended Warranty: 48mth/3000-hour premier warranty

Travel Time and Mileage Warranty to include year 4 years or 3000hrs whichever comes first.

List Price:	\$187,835
Sourcewell Contract #032119-CAT Discount	21%
Total Discount	(\$39,445)
Price To Customer Before Add On	\$148,390
Delivery Freight	\$600
Extended Warranty	\$3535
Travel Time and Mileage Warranty	\$6444
Sourcewell Contract Sales Price	\$158,969

This quotation is for your information only and is not to be considered binding until both parties have executed a signed Equipment Order Form. Sale and lease pricing, terms and conditions will be governed by the Agreement.

Sincerely,

Zach Tatum
Machine Sales Representative
912-237-0830