



August 5, 2025 9:00 am

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Paulette Chavers
3. Public Comments (Agenda Item):
4. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 07-15-2025 Council Minutes
5. Second reading and consideration of a motion to approve **Ordinance 2025-04**: An Ordinance amending Chapter 82 of the Statesboro Code of Ordinances to remove language concerning water and/or sewer charges for customers not utilizing the services, and to replace City Engineer with Public Utilities Director.
6. Consideration of a motion to approve **Resolution 2025-20**: A Resolution to authorize the public sale of real property and the holding of a public hearing relating to the construction of a new Fire Station for the City.
7. Consideration of a motion to accept a right of way deed of 0.638 acres on Brannen Street for the construction of a new street to serve the new Fire Station #3.
8. Consideration of a motion to award a contract to EMC Engineering Services Inc. for Design and Professional Engineering Services for a new access road for Fire Station #3 in the amount of \$41,000.00. To be paid from TSPLOST funds.
9. Consideration of a motion to award the renewal of the City of Statesboro's General Liability Property and Casualty (P&C) coverage to Travelers in the amount of \$1,330,939.00 and the renewal of the City's Workers Compensation coverage to Bitco in the amount of \$561,507.00. These policies were shopped out to available markets by Assured Partners (our contracted broker) and will be for a term of one year.
10. Consideration of a motion to approve a Memorandum of Agreement between the City, Bulloch County, and the Federal Aviation (FAA) concerning the installation and use of FAA owned navigation, communication, and weather aid facilities.
11. Consideration of a motion to award a four (4) year contract to Revize provide a comprehensive website for the City of Statesboro in the amount of \$36,100.00 (includes \$23,900.00 design fee and \$12,200.00 for first year support) for the first year and \$12,200.00 for the last three (3) years for website support. If approved, this will be funded out of the Contractual Services Fund in Central Services.

12. Consideration of a motion to award a contract to Hyster-Yale Materials Handling, Inc for the purchase of a Hyster H50A Lift Truck (forklift) per Sourcewell cooperative purchasing contract in the amount of \$37,140.00. This item to be purchased with funds approved in the FY2026 CIP Budget, items WWD-208 and NGD-110, funded by system revenues.
13. Consideration of a motion to approve the purchase of a 2026 Pac-Mac KB-20 Grapple Loader Truck for the Public Works Streets Division in the amount of \$225,624.00 from Sansom Equipment Company per Sourcewell Contract. Funded by 2023 TSPLOST funds.
14. Consideration of a motion to approve a Task Order in the amount of \$31,500 with Atlas Technical Consultants for a Phase I and Limited Phase II Environmental Site Assessment for the ENG-123c West MainS St./Johnson St./MLK Dr. Intersection Improvement Project, to be funded by TSPLOST funds.
15. Consideration of a motion to approve a Task Order in the amount of \$33,200 with Cranston, LLC for design of a new City parking lot at 45 West Main St. as part of the ENG-92 West Main Streetscape Project, to be funded using TSPLOST funds.
16. Other Business from City Council
17. City Managers Comments
18. Public Comments (General)
19. 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)
20. Consideration of a Motion to Adjourn



CITY OF STATESBORO
COUNCIL MINUTES
JULY 15, 2025

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

Councilmember Tangie Johnson gave the Invocation and led the Pledge of Allegiance.

ATTENDENCE

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

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

3. Recognitions/Public Presentations:

A) Presentation of a retirement award to Ronnie Tremble (Collection Equipment Operator) after 12 years of dedicated service to the City of Statesboro.

Mayor Pro Tem Shari Barr presented a retirement award to Ronnie Tremble who retired effective July 1, 2025 after 12 years of dedicated service to the City of Statesboro.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 07-01-2025 Council Minutes

b) 07-01-2025 Executive Session Minutes

A motion was made to approve the consent agenda.

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

6. **Public hearing and consideration of a motion to approve APPLICATION RZ 25-06-05: VSB Development LLC requests a zoning map amendment of 138.06-acres of an existing 187.46-acre RUD in order to develop five hundred (500) multi-family units and three (3) commercial/retail spaces at 2457 Old Register Road (Tax Parcel: 076 000001 000).**

A motion was made to open the public hearing.

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

Chris Gohagan a local attorney with Taulbee Rushing and Snipes representing the applicant spoke in favor of the rezone request.

No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve APPLICATION RZ 25-06-05: VSB Development LLC requests a zoning map amendment of 138.06-acres of an existing 187.46-acre RUD in order to develop five hundred (500) multi-family units and three (3) commercial/retail spaces at 2457 Old Register Road (Tax Parcel: 076 000001 000).

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

7. Public hearing and consideration of a motion to approve application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13(a):

Business: The T a J

Owner(s): Deshdeep Singh/Alok Kumar Akse

Location; 609 Brannen St. Suite 9

License Type: Restaurant

Councilmember Ginny Hendley recused herself from this item.

A motion was made to open the public hearing.

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

No one spoke for or against the application.

A motion was made to close the public hearing.

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

A motion was made to approve the application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13(a): issued to, Business: The T a J Owner(s): Deshdeep Singh/Alok Kumar Akse, Located at 609 Brannen St. Suite 9 for License Type: Restaurant.

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

8. Public hearing and first reading of Ordinance 2025-04: an Ordinance amending Chapter 82 of the Statesboro Code of Ordinances to remove language concerning water and/or sewer charges for customers not utilizing the services and to replace City Engineer with Public Utilities Director.

A motion was made to open the public hearing.

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

No one spoke for or against Ordinance 2025-04.

A motion was made to close the public hearing.

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

A motion was made to approve the first reading and of Ordinance 2025-04: an Ordinance amending Chapter 82 of the Statesboro Code of Ordinances to remove language concerning water and/or sewer charges for customers not utilizing the services and to replace City Engineer with Public Utilities Director.

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

9. Consideration of a motion to approve Resolution 2025-16: A Resolution adopting policies, procedures, and program guidelines for the Community HOME Investment Program.

A motion was made to approve **Resolution 2025-16**: A Resolution adopting policies, procedures, and program guidelines for the Community HOME Investment Program.

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

10. Consideration of a motion to approve Resolution 2025-17: A Resolution adopting Georgia Statutes as a requirement for the Community HOME Investment Program.

A motion was made to approve **Resolution 2025-17**: A Resolution adopting Georgia Statutes as a requirement for the Community HOME Investment Program.

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

11. Consideration of a motion to approve Resolution 2025-18: A Resolution adopting the Community HOME Investment Program Homebuyer Eligibility and Homeownership Value Requirements.

A motion was made to approve **Resolution 2025-18**: A Resolution adopting the Community HOME Investment Program Homebuyer Eligibility and Homeownership Value Requirements.

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

12. Consideration of a motion to approve Resolution 2025-19: A Resolution authorizing the Mayor to execute a FY 2026 Operational Service Agreement with the Coastal Regional Commission of Georgia for public transportation services in assistance with the Georgia Department of Transportation.

A motion was made to approve **Resolution 2025-19**: A Resolution authorizing the Mayor to execute a FY 2026 Operational Service Agreement with the Coastal Regional Commission of Georgia for public transportation services in assistance with the Georgia Department of Transportation.

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

13. Consideration of a motion to approve Resolution 2025-20: A Resolution authorizing an application to the Georgia ReLeaf Grant in the amount of \$12,750.00 to fund a community tree giveaway as part of KSBB beautification initiative. No matching funds are required.

A motion was made to approve **Resolution 2025-20**: A Resolution authorizing an application to the Georgia ReLeaf Grant in the amount of \$12,750.00 to fund a community tree giveaway as part of KSBB beautification initiative. No matching funds are required.

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

14. Consideration of a motion to approve a state recipient agreement and addendum with the Georgia Housing and Finance Authority for the receipt of CHIP grant funds.

A motion was made to approve a state recipient agreement and addendum with the Georgia Housing and Finance Authority for the receipt of CHIP grant funds.

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

15. Consideration of a motion to approve an addendum to the lease with Bryant's Landing to add 0.0046 acres to the leases premises.

A motion was made to approve an addendum to the lease with Bryant's Landing to add 0.0046 acres to the leases premises.

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

16. Consideration of a motion to donate a 2001 Ford F-350 Van (C.A.F.E. 2) and mobile cascade system to Bulloch County EMA.

A motion was made to approve the donation of a 2001 Ford F-350 Van (C.A.F.E. 2) and mobile cascade system to Bulloch County EMA.

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

17. Consideration of a motion to approve the purchase of 21 portable radios and all required batteries, accessories, and programming for the Statesboro Fire Department in the amount of \$149,262.54.

A motion was made to approve the purchase of 21 portable radios and all required batteries, accessories, and programming for the Statesboro Fire Department in the amount of \$149,262.54.

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

18. Consideration of a motion to renew a Master Services Agreement with Atlas Technical Consultants, LLC through June 30, 2026 to provide TSPLOST Program Management Services and construction engineering and inspection services for FY 2026 in a not-to-exceed amount of \$601,000.00.

A motion was made to approve the renewal of a Master Services Agreement with Atlas Technical Consultants, LLC through June 30, 2026 to provide TSPLOST Program Management Services and construction engineering and inspection services for FY 2026 in a not-to-exceed amount of \$601,000.00.

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

19. Consideration of a motion to approve an award of contract for ENG 124c – Max Lockwood Drive roadway improvements, to Ellis Wood Contracting, Inc. in the amount of \$1,363,320.00, to be funded by TSPLOST.

A motion was made to approve an award of contract for ENG 124c – Max Lockwood Drive roadway improvements, to Ellis Wood Contracting, Inc. in the amount of \$1,363,320.00, to be funded by TSPLOST.

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

20. Consideration of a motion to approve the purchase of a 2025 Caterpillar 326 TC Excavator in the amount of \$322,672.00 from Yancy Brothers Company, funded by Solid Waste Disposal Operating Funds.

A motion was made to approve the purchase of a 2025 Caterpillar 326 TC Excavator in the amount of \$322,672.00 from Yancy Brothers Company, funded by Solid Waste Disposal Operating Funds.

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

21. Other Business from City Council

Mayor Pro Tem Shari Barr shared that the One Boro Commission will be hosting a Violence Prevention Forum this Saturday July 19, 2025 at 10:00 a.m. at Trinity Episcopal Church located right off the bypass.

22. City Managers Comments

City Manager Charles Penny congratulated Councilmember Paulette Chavers on being elected as the District 12 President of the Georgia Municipal Association. Mr. Penny expressed his appreciation to Mayor and Council on behalf of all city employees for the pay adjustment they approved for this Fiscal Year. The pay adjustment is in effect this pay period.

23. Public Comments (General): None

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

No executive session was held.

25. Consideration of a Motion to Adjourn

A motion was made to adjourn.

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

The meeting was adjourned at 6:11 p.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

City of Statesboro

Public Utilities Department



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

From: Matt Aycock, Director of Public Utilities

Date: 07/28/2025

RE: Second Reading of Utility Ordinance Amendments Council Agenda Item

Policy Issue:

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

Recommendation:

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

Background:

At the June 17, 2025 work session, the Mayor and Council were presented with concerns regarding the ordinance language which states that utility customers must pay for water and/or sewer at such time that it becomes available, whether or not they utilize these services. Citing case law, the City Attorney recommended that this language be removed. Also, the original ordinance was written with the City Engineer as the department head over utilities. In an effort to allow for proper assignment of duties within Chapter 82-Utilities, it is recommended to replace City Engineer with Director of Public Utilities. The First Reading was included on the July 15, 2025 Council Agenda.

Budget Impact: None

Council Person and District: All

Attachments: Proposed redlined amended versions of Section 82.

ORDINANCE 2025-04

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

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

~~(f)~~(e) Any well permitted pursuant to this section shall be subject to spot testing at any time by the city or its agents to determine whether the levels or presence of any agents or contaminants exceed those required of the city in the maintenance of the city water system by the EPD, EPA, or any other governmental agency, statute or regulations; whether the well poses a threat of imparting contamination to the city's public water system; or whether the well poses any other threat to the safety and efficiency of providing water to the citizens of the city through the city's public water system. The existence of any of the stated conditions shall be grounds for revocation of the permit; and further the failure of the well owner or operator to eliminate the situation leading to revocation shall be violation of this section.

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

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

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

Editor's note(s)—An ordinance adopted June 20, 1995, (2), set out provisions intended for use as a new § 82-4. However, as there was already a § 82-4 and at the editor's discretion, these provisions have been codified as a new § 82-5.

Example

Sec. 82-113. Inspection.

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

(Code 1987, § 23½-3.03)

Delete

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

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

~~(Code 1987, § 23½-3.06)~~

CITY OF STATESBORO



COUNCIL

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

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

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

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

From: Cain Smith, City Attorney

Date: July 28, 2025

RE: August 5, 2025 City Council items

Policy Issue: Consideration of Resolution to authorize the public sale of certain real property and hold a public hearing relating to the acquisition, construction, and equipping of Fire Station #3.

Recommendation:

Approval

Background:

City desires to enter into a tax-exempt financing transaction with the Georgia Municipal Association in order to provide funding for Fire Station #3. This resolution allows for the sale of the property to GMA, which is necessary under the contemplated financing instrument.

Budget Impact: None

Council Person and District: Shari Barr, District #5

Attachment: Resolution

RESOLUTON 2025-20: A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF STATESBORO, GEORGIA TO AUTHORIZE THE PUBLIC SALE OF REAL PROPERTY AND THE HOLDING OF A PUBLIC HEARING RELATING TO THE CONSTRUCTION OF A NEW FIRE STATION FOR THE CITY.

WHEREAS, the City of Statesboro (the “City”), a municipal corporation of the State of Georgia, has the power, pursuant to the laws of the State of Georgia, including particularly § 36-37-6 of Official Code of Georgia Annotated (“O.C.G.A.”), to dispose of any real or personal property of the City; and

WHEREAS, the City desires to dispose of certain real property hereinafter described to a purchaser that will sell said facilities to the City upon certain installment terms and conditions agreeable to the City; and

WHEREAS, the City finds that said sale of real property for such purpose is in the best interest of the citizens of the City; and

WHEREAS, the City has the power, pursuant to the laws of the State of Georgia, including particularly O.C.G.A. § 36-60-13, to enter into multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of goods, materials, real and personal property, services, and supplies; and

WHEREAS, the City contemplates entering into a tax-exempt financing transaction (the “Financing Transaction”) with Georgia Municipal Association, Inc. (“GMA”), a Georgia nonprofit corporation, to provide funds to finance, in whole or in part, the City’s acquisition, construction and equipping of a new fire station for the City (the “Project”), which Project has been determined by the Mayor and City Council of the City, the governing body of the City, to be necessary for the benefit of the citizens of the City; and

WHEREAS, pursuant to the real property public hearing requirement of O.C.G.A. § 36-60-13(g), it is necessary that the City authorize the holding of a public hearing in connection with the Financing Transaction with GMA.

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

1. The City Clerk is hereby authorized to publish notice of the City’s intent to sell the real property described on Exhibit A attached hereto (the “Property”) to the highest responsible bidder in compliance with O.C.G.A. § 36-37-6, such notice to be in substantially the form attached hereto as Exhibit B and to include (i) an invitation for proposals, (ii) a statement that a deed to the property will not be delivered until such time as the purchaser agrees to sell said Property to the City upon installment terms agreeable to the City, (iii) a statement that bid forms may be obtained from the City Manager or his designee, and (iv) a statement of the deadline and place for receipt of the sealed bids and the date, time, and place that the bids will be opened and the highest responsible bidder declared.

2. The City Manager or his designee is hereby authorized to conduct a public sale of the Property to the highest responsible bidder as determined by sealed bids to be received in the Office of the City Clerk prior to 11:00 a.m. on Wednesday, September 3, 2025. The sealed bids shall be in substantially the form attached hereto as Exhibit C and shall be opened at 12:00 p.m. on Wednesday, September 3, 2025. The City Manager or his designee is hereby appointed to open the bids at the above appointed time and determine and declare the highest responsible bidder, with final approval for consummation of the sale to be made by the City.

3. The sale of the Property shall be for cash and shall be conditioned on the fulfillment of all purposes delineated in this resolution, and the City reserves the right to reject any and all bids or to cancel the sale.

4. The City Manager or his designee is authorized to hold a public hearing in connection with the Financing Transaction with GMA, pursuant to the requirements of O.C.G.A. § 36-60-13(g), at 9:00 a.m. on Tuesday, September 2, 2025. The City Clerk is hereby authorized to publish notice of the public hearing, such notice to be in substantially the form attached hereto as Exhibit D.

5. The Mayor, Director of Finance, City Manager, Assistant City Manager and the City Attorney are each hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to effect the purposes of this resolution.

6. All acts heretofore taken to effectuate the intent of this resolution are hereby ratified and approved.

7. This resolution shall take effect immediately upon its adoption, and all resolutions or proceedings or parts in conflict with this resolution be, and the same are, hereby repealed.

APPROVED AND ADOPTED this August 5, 2025.

CITY OF STATESBORO, GEORGIA

By: _____
Mayor

Attest: _____
City Clerk

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land situate, lying and being in the 1209th G. M. District, City of Statesboro, Bulloch County, Georgia, and being more particularly described as follows:

COMMENCING a 1/2" iron rebar found at the intersection of the eastern right-of-way of Bernard Lane, (60' public right-of-way) and the northern right-of-way of Brannen Street (80' public right-of-way), having a coordinate value of North 884221.78 and East 782712.28, according to the State Plane Coordinate System, NAD83 (2011), U.S. Survey Foot, Georgia East Zone; THENCE along the right-of-way of Brannen Street, S 64°12'55" E a distance of 427.79' to a point; THENCE S 44°24'38" E a distance of 236.21' to a 5/8" iron rebar set, having a coordinate value of North 883866.96 and East 783262.78, according to the State Plane Coordinate System, NAD83 (2011), U.S. Survey Foot, Georgia East Zone, said point also being known as the POINT OF BEGINNING; THENCE departing aforesaid right-of-way, N 25°47'48" E a distance of 262.03' to a 5/8" iron rebar set; THENCE S 55°07'53" E a distance of 177.55' to a 5/8" iron rebar set; THENCE S 59°53'35" E a distance of 41.27' to a 5/8" iron rebar set; THENCE S 30°06'25" W a distance of 178.59' to a 5/8" iron rebar set; THENCE with a curve turning to the right, having an arc length of 46.01', a radius of 170.00', a chord bearing of S 37°51'35" W and a chord length of 45.87', to a 5/8" iron rebar set; THENCE S 45°36'45" W a distance of 73.03' to a 5/8" iron rebar set on the northern right-of-way of Brannen Street; THENCE along the right-of-way, N 44°24'38" W a distance of 179.31' to a 5/8" iron rebar set, the said POINT OF BEGINNING.

Said Parcel 12 contains 1.301 Acres (56,680 Square Feet) of land, more or less. being shown on a plat for Grantee by EMC Engineering Services, Inc, and recorded on 12/18/2024 at Deed Book 70 Page 83.

NOTICE OF PUBLIC SALE

The City of Statesboro (the "City") hereby announces a public sale of the real property more particularly described as:

All that certain lot, tract, or parcel of land situate, lying and being in the 1209th G. M. District, City of Statesboro, Bulloch County, Georgia, and being more particularly described as follows:

COMMENCING a 1/2" iron rebar found at the intersection of the eastern right-of-way of Bernard Lane, (60' public right-of-way) and the northern right-of-way of Brannen Street (80' public right-of-way), having a coordinate value of North 884221.78 and East 782712.28, according to the State Plane Coordinate System, NAD83 (2011), U.S. Survey Foot, Georgia East Zone; THENCE along the right-of-way of Brannen Street, S 64°12'55" E a distance of 427.79' to a point; THENCE S 44°24'38" E a distance of 236.21' to a 5/8" iron rebar set, having a coordinate value of North 883866.96 and East 783262.78, according to the State Plane Coordinate System, NAD83 (2011), U.S. Survey Foot, Georgia East Zone, said point also being known as the POINT OF BEGINNING; THENCE departing aforesaid right-of-way, N 25°47'48" E a distance of 262.03' to a 5/8" iron rebar set; THENCE S 55°07'53" E a distance of 177.55' to a 5/8" iron rebar set; THENCE S 59°53'35" E a distance of 41.27' to a 5/8" iron rebar set; THENCE S 30°06'25" W a distance of 178.59' to a 5/8" iron rebar set; THENCE with a curve turning to the right, having an arc length of 46.01', a radius of 170.00', a chord bearing of S 37°51'35" W and a chord length of 45.87', to a 5/8" iron rebar set; THENCE S 45°36'45" W a distance of 73.03' to a 5/8" iron rebar set on the northern right-of-way of Brannen Street; THENCE along the right-of-way, N 44°24'38" W a distance of 179.31' to a 5/8" iron rebar set, the said POINT OF BEGINNING.

Said Parcel 12 contains 1.301 Acres (56,680 Square Feet) of land, more or less. being shown on a plat for Grantee by EMC Engineering Services, Inc, and recorded on 12/18/2024 at Deed Book 70 Page 83.

The sale will be held at 12:00 p.m. on Wednesday, September 3, 2025, at the City Hall of the City, 50 East Main Street, Statesboro, Georgia 30458. Sealed bids must be received in the Office of the City Clerk prior to 11:00 a.m. on Wednesday, September 3, 2025. The bidder shall be required, in addition to the purchase of the property, to sell said property to the City on installment terms agreeable to the governing body of the City. The City reserves the right to reject any and all bids in its absolute discretion. Any bid submitted must be submitted on a bid form which may be obtained from the Statesboro City Manager. All bids must be in a sealed envelope. The bids will be opened by the City Manager or his designee. All bids should be addressed to the City Manager, c/o City Hall of the City, at the above address.

City Clerk

For publication on August 14, 2025

BID FORM

_____ (the “Bidder”) hereby offers by this sealed bid to purchase from the City of Statesboro, Georgia (the “City”) the real property more particularly described in Schedule 1 hereto, and by this reference incorporated herein (the “Property”), for the sum of \$_____. The Bidder understands that a deed to the Property will not be delivered until the Bidder agrees to sell said property to the City on installment terms agreeable to the governing body of the City. The Bidder also understands that the City has specifically reserved the right to reject any and all bids.

By: _____

Name: _____

Title: _____

Attachments:

Schedule 1 – Legal Description

LEGAL DESCRIPTION

All that certain lot, tract, or parcel of land situate, lying and being in the 1209th G. M. District, City of Statesboro, Bulloch County, Georgia, and being more particularly described as follows:

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STATE OF GEORGIA)
)
BULLOCH COUNTY)

NOTICE TO THE PUBLIC

Notice is hereby given that, pursuant to the provisions of Official Code of Georgia Annotated § 36-60-13(g), a public hearing will be held at 9:00 a.m. on Tuesday, September 2, 2025, at the City Hall of the City of Statesboro, 50 East Main Street, Statesboro, Georgia 30458, relating to a multiyear installment sale agreement, subject to annual renewal, to be entered into between the City of Statesboro and Georgia Municipal Association, Inc., a Georgia nonprofit corporation, relating to the acquisition and construction of two new fire stations in the City of Statesboro, Georgia.

All interested parties may appear and be heard at said public hearing.

This _____, 2025.

Mayor
City of Statesboro

For publication on August 21, 2025 and August 28, 2025

CLERK'S CERTIFICATE

Now comes the City Clerk of the City of Statesboro, Georgia, keeper of the records and the seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Mayor and City Council of the City of Statesboro in public meeting properly and lawfully held on August 5, 2025, the original of which has been entered in the official records of the City under my supervision and is in my official possession, custody, and control.

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

(S E A L)

City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

To: Charles Penny, City Manager

From: Jason Boyles, Assistant City Manager

Date: July 18, 2025

Re: Acceptance of Right of Way for Construction of New Street

Policy Issue: Purchasing

Recommendation:

Consideration of a motion to accept a right of way deed of 0.638 acres on Brannen Street for the construction of a new street to serve the adjacent new Fire Station.

Background:

During the preliminary design for the fire station #3 on Brannen Street it was determined that access to the rear of the station would best be provided by mean of access from a driveway to the side property line versus a driveway that circulates around the facility from the Brannen Street frontage. This proposal will provide for that road and reserves options for future fire station expansions and an additional area for staging/testing apparatus adjacent to the station.

The right of way is being deeded to the City at no cost. The City will be responsible for design and construction of the proposed street.

Council Person and District: District 5, Shari Barr

Attachment: Deed and Plat

Return to:

Cain Smith
50 E Main Street
Statesboro, GA 30458

RIGHT OF WAY WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF BULLOCH

THIS INDENTURE, made and entered to on the 14th day of July, 2025 by and between ROBBIE FRANKLIN REAL ESTATE, LLC hereinafter referred to as Grantor, and MAYOR & CITY COUNCIL OF STATESBORO, hereinafter referred to as Grantee.

WITNESSETH:

That the said Grantor, for and in consideration for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to her in hand paid, at or before the sealing and delivery of these present, the receipt whereof is hereby acknowledged, has granted, sold, bargained, and conveyed, and does, by these presents, grant, bargain, sell, convey, transfer, and assign unto said Grantees, the following real property, to wit:

RIGHT-OF-WAY ACQUISITION

All that certain lot, tract, or parcel of land situate, lying and being in the 1209th G. M. District, City of Statesboro, Bulloch County, Georgia, and being more particularly described as follows:

COMMENCING a 1/2" iron rebar found at the intersection of the eastern right-of-way of Bernard Lane, (60' public right-of-way) and the northern right-of-way of Brannen Street (80' public right-of-way), having a coordinate value of North 884221.78 and East 782712.28, according to the State Plane Coordinate System, NAD83 (2011), U.S. Survey Foot, Georgia East Zone;

THENCE along the right-of-way of Brannen Street, S 64°12'55" E a distance of 427.79' to a point; THENCE S 44°24'38" E a distance of 415.52' to a 5/8" iron rebar set, having a coordinate value of North 883738.87 and East 783388.27, according to the State Plane Coordinate System, NAD83 (2011), U.S. Survey Foot, Georgia East Zone, said point also being known as the POINT OF BEGINNING; THENCE departing aforesaid right-of-way, N 45°36'45" E a distance of 73.03' to a 5/8" iron rebar set; THENCE with a curve turning to the left having an arc length of 46.01', a radius of 170.00', a chord bearing of N 37°51'35" E, and a chord length of 45.87', to a 5/8" iron rebar set; THENCE N 30°06'25" E a distance of 178.59' to a 5/8" iron rebar set; THENCE N 59°53'35" W a distance of 41.27' to a 5/8" iron rebar set; THENCE N 27°47'16" E a distance of 91.81' to a 5/8" iron rebar set; THENCE S 59°53'35" E a distance of 104.99' to a 5/8" iron rebar set; THENCE S 30°06'25" W a distance of 270.33' to a 5/8" iron rebar set; THENCE with a curve turning to the right having an arc length of 62.24', a radius of 230.00', a chord bearing of S 37°51'35" W, and a chord length of 62.05', to a 5/8" iron rebar set; THENCE S 45°36'45" W a distance of 73.01' to a 5/8" iron rebar set on the northern right-of-way of Brannen Street; THENCE along the right-of-way, N 44°24'38" W a distance of 60.00' to a 5/8" iron rebar set, the said POINT OF BEGINNING.

Said PROPOSED ROAD RIGHT-OF-WAY contains 0.638 Acres (27,807 Square Feet) of land, more or less.

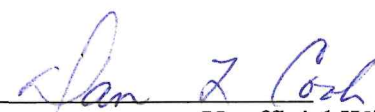
TO HAVE AND TO HOLD, the said tract or parcel of land above described and hereby conveyed, together with all and singular the rights, members and appurtenances thereto belonging or in any manner appertaining to the said Grantees, forever in fee simple; subject only to all zoning ordinances, easements, and restrictions of record affecting these bargained premises.


AND the said Grantor, itself, its heirs, successors and assigns, will warrant and forever defend upon said Grantee, their heirs, successors, and assigns, the right and title to the property hereby conveyed against the lawful claims of all persons whomsoever claiming or to claim the same.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and affixed his seal on this day and year herein written.


Robbie Franklin

Signed, sealed, and delivered
In the presence of

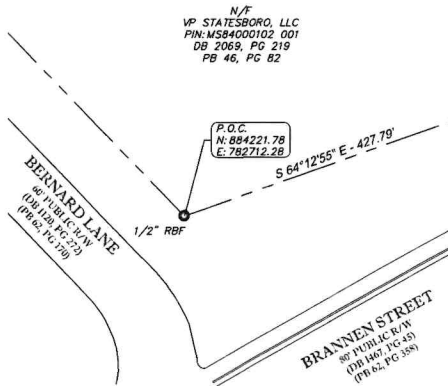
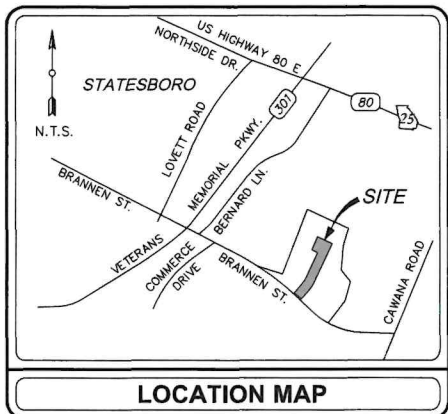

_____, Unofficial Witness


8/21/2028, Notary Public



0:12024124-2054 BRANNEN ST FIRE STATION\DWG\124-2054\1_S02 BRANNEN STREET PROPOSED ROAD PLATTING 7/1/2025 10:20 AM

THIS BOX IS RESERVED FOR THE SUPERIOR COURT CLERK'S FILING INFORMATION



SURVEY NOTES

- Horizontal Datum is Georgia State Plane Coordinate System of 1985, East Zone, North American Datum of 1983 (NAD83).
- Vertical Datum is North American Vertical Datum of 1988 (NAVD88).
- Base of Bearings, Horizontal Control, Vertical Control and some spot elevations were obtained utilizing GPS (global positioning systems). The equipment used to obtain this data was an eGPS 207L GNSS receiver (RTK Accuracy (Horizontal: 8mm + 1ppm RMS) (Vertical: 15mm + 1ppm RMS)) with a Juniper Systems Mesa 3 data collector receiving RTK corrections via a Verizon Jetpack MFI 6620L from the eGPS Solutions Real Time Network. The technique used was RTK corrected measurements from a Trimble VRS Real Time Network operated by eGPS Solutions, Inc.
- All deed book references shown hereon are recorded in the Clerk of Superior Court's Office of Bulloch County, Georgia.
- This property is located in Zone X, not a Special Flood Hazard Area per the Federal Emergency Management Agency's Flood Insurance Rate Map No. 13031C0217D; Effective Date: 08/05/2010. This determination is based on lines taken digitally from <http://hazards-fema.maps.arcgis.com>, and have not been verified in the field by EMC Engineering Services, Inc.
- The term "Certification" as used in Rule 180-6-.09 (2) and (3) and relating to professional engineering or land surveying services, as defined in O.C.G.A. 43-15-2 (6) and (11), shall mean a signed statement based upon facts and knowledge known to the registrant at the time of the survey and is not a guarantee or warranty, either expressed or implied.
- This Survey complies with both the rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and the Official Code of Georgia Annotated (O.C.G.A.) 15-6-67, in that where a conflict exists between those two sets of specifications, the requirements of law prevail.
- All wetlands are under the jurisdiction of the U.S. Army Corps of Engineers and/or the State of Georgia Department of Natural Resources. Lot owners are subject to penalty by law for disturbance to these protected areas without proper permit application and approval.

SURVEY DATA
Proposed Road R/W: 0.638 Acres (27,807 Square Feet)

Plat Closure: 1 in 280,315'
Field Precision: This entire survey was completed using GPS Base and Rover, Real Time Kinematic, surveying methods using multi-frequency receivers. The field data for this boundary survey has a Relative Positional Accuracy of 0.06 feet or less, horizontally at the 95% confidence level.
Equipment used: Geomax Zoom85 Robotic Total Station
Mesa3 Data Collector
eGPS 207L GNSS Receiver/GPS Network
Field Work Completed on: July 10, 2024

REFERENCES
DB 2879, PG 365 PG 70, PG 83 PG 62, PG 92 PG 62, PG 358 PG 62, PG 170

CERTIFICATE OF APPROVAL FOR RECORDING

The following Governmental Officials have approved this plat for filing.

Shari L. Bar 7-15-2025
MAYOR PRO TEM
Justin S. Williams 7/14/25
DIRECTOR OF PLANNING AND DEVELOPMENT

PROPOSED ROAD R/W LEGAL DESCRIPTION

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THENCE along the right-of-way of Brannen Street, S 64°12'55" E a distance of 427.79' to a point, THENCE S 44°24'38" E a distance of 415.52' to a 5/8" iron rebar set, having a coordinate value of North 883738.87 and East 783386.27, according to the State Plane Coordinate System, NAD83 (2011), U.S. Survey Foot, Georgia East Zone, said point also being known as the POINT OF BEGINNING.

THENCE departing aforesaid right-of-way, N 45°36'45" E a distance of 73.03' to a 5/8" iron rebar set; THENCE with a curve turning to the left having an arc length of 46.01', a radius of 170.00', a chord bearing of N 37°51'35" E, and a chord length of 45.87', to a 5/8" iron rebar set; THENCE N 30°06'25" E a distance of 178.59' to a 5/8" iron rebar set; THENCE N 59°53'35" W a distance of 41.27' to a 5/8" iron rebar set; THENCE N 27°47'16" E a distance of 91.81' to a 5/8" iron rebar set; THENCE S 59°53'35" E a distance of 104.89' to a 5/8" iron rebar set; THENCE S 30°06'25" W a distance of 270.33' to a 5/8" iron rebar set; THENCE with a curve turning to the right having an arc length of 62.24', a radius of 230.00', a chord bearing of S 37°51'35" W, and a chord length of 62.05', to a 5/8" iron rebar set; THENCE S 45°36'45" W a distance of 73.01' to a 5/8" iron rebar set on the northern right-of-way of Brannen Street;
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Said PROPOSED ROAD RIGHT-OF-WAY contains 0.638 Acres (27,807 Square Feet) of land, more or less.

LEGEND

PROPERTY BOUNDARY	---
ADJACENT PROPERTY LINE	---
METES AND BOUNDS	N 47°45'54" E - 497.06'
TAG LABEL	L# or C#
NOT TO SCALE	N.T.S.
RIGHT-OF-WAY MONUMENT FOUND	<input checked="" type="checkbox"/> RMF
IRON REBAR FOUND	<input checked="" type="radio"/> RBF
5/8" IRON REBAR SET W/ICAP	<input checked="" type="radio"/> RBS
MEANDER POINT	<input type="radio"/> M
POINT OF BEGINNING	P.O.B.
POINT OF COMMENCEMENT	P.O.C.
PROPERTY ID NUMBER	PIN
NOW OR FORMERLY	N/F
RIGHT-OF-WAY	R/W
PLAT BOOK	PB
DEED BOOK	DB
PAGE	PG

SURVEYORS CERTIFICATION



As required by subsection (d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Wesley P. Williams
WESLEY P. WILLIAMS
07/01/2025
DATE



EMC ENGINEERING SERVICES, INC.
PO Box 2086
1211 Merchant Way, Suite 201
Statesboro, GA 30458
Ph: (912) 784-7022
Fax: (912) 784-7023
www.emc-eng.com



MINOR SUBDIVISION PLAT

PROPOSED ROAD RIGHT-OF-WAY

1209TH G. M. DISTRICT
CITY OF STATESBORO, BULLOCH COUNTY, GEORGIA

Prepared for:

CITY OF STATESBORO

PROJECT NO.: 24-2054
DRAWN BY: WVP
DESIGNED BY: ---
SURVEYED BY: GCA
SURVEY DATE: 07/11/2024
CHECKED BY: WVP
SCALE: 1" = 30'
DATE: 07/01/2025

SHEET

1

OF 1

CITY OF STATESBORO

COUNCIL

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



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

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

To: Charles Penny, City Manager

From: Jason Boyles, Assistant City Manager

Date: July 22, 2025

Re: Engineering Design Proposal for New Street Adjacent to Fire Station #3

Policy Issue: Purchasing

Recommendation:

Consideration of a motion to award a contract to EMC Engineering Services Inc. for Design and Professional Engineering Services for a new access road for Fire Station #3 in the amount of \$41,000.00. To be paid from TSPLOST funds.

Background:

During the preliminary design for the fire station #3 on Brannen Street it was determined that access to the rear of the station would best be provided by mean of access from a driveway to the side property line versus a driveway that circulates around the facility from the Brannen Street frontage. This proposal will provide the survey, geotechnical, permitting, engineering and construction services support for the new street.

EMC Engineering Services Inc is also the site engineer for general contractor, Lavender & Associates, for the new Fire Station #3. Having the same engineer perform engineering services for both projects in close proximity will alleviate any scheduling or compatibility concerns and will ensure coordinated and efficient projects.

Council Person and District: District 5, Shari Barr

Attachment: Proposal



1211 Merchant Way
Suite 201
Statesboro, GA 30458
Phone: (912) 764-7022
Fax: (912) 233-4580
www.emc-eng.com

July 21, 2025

City of Statesboro
C/O Jason Boyles
50 EAST MAIN STREET
STATESBORO, GA 30458

**RE: LETTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
FIRE STATION #3 – ACCESS ROAD
BRANNEN STREET, STATESBORO, GA 30458**

Dear Mr. Boyles:

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Proposal/Agreement* for providing professional engineering services in connection with the referenced *Project*. The *Project* consists of design and permitting . The Project Site lies on a 0.638-acre parcel adjacent to 1.301-acres of land, being Bulloch County tax parcel MS84000102 021 , and shown as currently owned by Mayor & City Council of Statesboro.

Our *Basic Services* will include engineering, permitting and construction phase services as further described below.

1. SITE ENGINEERING:

- Preparation of the following site construction working drawings based upon the approved preliminary site plan.

ESTIMATED LIST OF DRAWINGS:

- ♦ Cover
 - ♦ General Notes and Legend/Typical Section
 - ♦ Existing Conditions and Demolition Plan
 - ♦ Site Plan (including dimensions)
 - ♦ Utility Plan
 - ♦ Paving, Grading and Drainage Plan
 - ♦ Roadway and Drainage Profiles
 - ♦ Roadway Cross-Sections
 - ♦ Lighting Plan (by others)
 - ♦ Three Phase Erosion, Sedimentation and Pollution Control Plan
 - ♦ Construction Details
- Development of normal designs, calculations, computations, details and specifications required for regulatory approval.
 - ♦ Hydrologic Report

2. GEOTECHNICAL SERVICES:

- Field locate CPT/Soil Boring locations by using hand-held GPS unit, referencing existing site features, and using available plans.

EMC Engineering Services, Inc.

Albany ▪ Atlanta ▪ Augusta ▪ Brunswick ▪ Columbus ▪ Greenville, SC ▪ Savannah ▪ Statesboro ▪ Thomaston

- Mobilize mechanical clearing equipment to the site to clear access paths to the proposed test locations (if necessary).
- Contract private utility locator to scan proposed test locations.
- Mobilize either a trailer or a track mounted CPT/SPT rig to the site.
- Perform eight (8) DCP soundings/soil borings within the proposed road areas to a depth of 10 feet or refusal.
- Perform four (4) hand augers to 4 feet beside each CPT sounding location.
- Measure groundwater depths at each CPT/boring location at the time of explorations.
- Laboratory analysis: Upon completion of the field activities, the soil samples shall be returned to our laboratory for visual classification by a geotechnical engineer and laboratory testing on representative soil samples. Laboratory testing will consist of up to six (6) natural moisture contents, three (3) Atterberg limits, and three (3) washed #200 sieve analyses.
- Geotechnical Engineering Report: The conditions encountered by the field exploration and laboratory testing will be evaluated by a geotechnical engineer and recommendations for design and construction of the project will be developed. Our geotechnical recommendations will be presented in an engineering report that will address the following items:
 - ◆ Description of subsurface exploration program and test location plan.
 - ◆ Description of tests performed, results of tests and data collected.
 - ◆ CPT and hand auger boring logs and soil classification in accordance with Unified Soil Classification System.
 - ◆ Pertinent geological data and general description of area soils.
 - ◆ Site class determination per 2018 International Building Code (IBC 2018), including site liquefaction analysis.
 - ◆ Shallow foundation recommendations, if acceptable.
 - ◆ Estimated total and differential settlement.
 - ◆ Impact of potential soil liquefaction on design and construction.
 - ◆ Constructability recommendations including suitability of site soils for use as structural fill, compaction requirements, dewatering, and identifying undesirable subgrade material present.
 - ◆ Recommendations on subgrade modulus for design of at-grade slabs.
 - ◆ Pavement design recommendations

3. **Permitting and Consultation:**

- Preparation of forms, documents, and anticipated filings required in the course of permit approvals from local and/or state government agencies for surveying and engineering services. Anticipated reviewing agencies include:
 - ◆ **City of Statesboro Engineering Department**
 - ◆ **GSWCC**
 - ◆ **EPD (NOI)**
- Meetings, attendance at anticipated hearings and public meetings, routine negotiations, address agency comments, as required in the course of normal permit approvals.
- General consulting correspondence and coordination with design team, legal team, real estate team, and government agencies.

4. **CONSTRUCTION PHASE SERVICES:**

- **Bidding Support;** Preparation of engineer's opinion of probable cost and bid schedule detailing quantities of materials in design.
- **Review of Shop Drawings**
- **Conferences and Meetings;** Attend meetings with Contractor, such as pre-construction conference, progress meetings, job conferences and other project-related meetings
- **Periodic Construction Observation;** Periodic visits to the site to observe the Contractor's work for general compliance with the Contract documents
- **Project Close-Out:**

- ◆ **Record Drawings Preparation;** Show all changes that occurred during construction to the water, sanitary sewers, and storm drainage lines within public rights-of-way or easements.

The parties acknowledge that EMC's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials). If EMC or any other party encounters a Hazardous Environmental Condition, EMC may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

Payment for our *Basic Services* will be a lump sum fee of **\$41,000**.

COST ESTIMATE BREAKDOWN FOR EACH PHASE OF WORK:

➤ <i>Site Engineering</i>	\$25,500
➤ <i>Geotechnical Services</i>	\$6,000
➤ <i>Permitting & Consultation</i>	\$2,500
➤ <i>Construction Phase Services</i>	\$7,000

We will also furnish such *additional services* as you may request. *Additional services* will be documented by EMC and authorized by the *Client*. *Additional services* will be charged on an hourly rate basis in accordance with the attached *Hourly Rate Schedule*. We reserve the right to adjust these rates for work performed in subsequent years.

ADDITIONAL SERVICES WILL INCLUDE THE FOLLOWING:

- *Surveying Services*
- *Geotechnical Engineering beyond what is called for in Basic Services*
- *Construction Materials Testing*
- *Environmental Site Assessments*
- *Wetlands delineation, mitigation, and permitting*
- *Offsite construction (utility line extensions, pump stations, roadway extensions, etc.)*
- *Construction Phase Services beyond what is called for in Basic Services*
- *Traffic analyses*

Reimbursable expenses incurred in connection with all *basic* and *additional services* will be charged on the basis of the actual cost plus 15%. We will bill you monthly for services and *reimbursable expenses*.

REIMBURSABLE EXPENSES WILL INCLUDE THE FOLLOWING:

- *Advertisement Fees*
- *Architectural Services*
- *Courier, Overnight Delivery, and Postage Fees*
- *Electrical, Mechanical, and Structural Engineering Services*
- *Equipment Rental*
- *Other Consultants or Subcontractors*
- *Permits, Filing, and Regulatory Fees*
- *Reprographics*
- *Soil Consultant Services*

The above financial arrangements are on the basis of prompt payment of our bills and the orderly and continuous progress of the *Project*.

Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the *Client* agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "*Stop Work*" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.

We are prepared to begin our services promptly after receipt of your acceptance of this *Proposal/Agreement* and to complete our services in accordance with a mutually agreed upon schedule.

This *Proposal*, attached *General Provisions* and *Hourly Rate Schedule* represent the entire understanding between you and us in respect of the *Project* and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of our agreement, we would appreciate your signing this letter in the space provided below and returning it to us, keeping a copy for your files.

Sincerely,
EMC ENGINEERING SERVICES, INC.

By: Cody Rogers
Cody Rogers, PE
Branch Manager

ACCEPTED this ____ day of _____, 2025

City of Statesboro

By: _____
Jason Boyles
Assistant City Manager

Attachments:
General Provisions
Hourly Rate Schedule
Invoice and Accounting Contact Information Form

EMC ENGINEERING SERVICES, INC. GENERAL PROVISIONS

EMC Engineering Services, Inc. (EMC) will provide services in accordance with the scope of services and the following General Provisions:

- 1) EMC agrees to furnish professional engineering and surveying services for the project described in this Agreement (Proposal) and the attachments thereto. Acceptance of this Agreement or proposal constitutes agreement to utilize our services at the rates and charges indicated.
 - 2) This agreement envisions that all of the services described herein will be performed by EMC and that there will be no material changes in the work. Should the scope of the project be changed materially, compensation to EMC for professional services shall be subject to renegotiation.
 - 3) Compensation to EMC for services provided shall conform to the prevailing hourly rate schedule in effect at the time the services are performed.
 - 4) Invoices for our services will be submitted monthly and payable within 30 days after date of invoice. Invoices for Basic Services performed under lump sum agreements will be on a percentage completion basis. Past Due invoices are subject to a service charge of 1½% per month. Unless EMC is notified in writing of any disputed charge within thirty (30) days of the invoice date, the client agrees that the invoice is final and not subject to adjustment. Failure to make payments of any invoices over sixty (60) days past due will result in an immediate "Stop Work" action until the account is brought current, or special arrangements are made in writing. Past due accounts are also subject to further collection procedures, including the filing of a mechanics lien against the property.
 - 5) The standard of care for all professional engineering and related services performed or furnished by EMC under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. EMC makes no warranties, express or implied, under this Agreement or otherwise, in connection with EMC's services. EMC and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
 - 6) All design documents prepared or furnished by EMC are instruments of service, and EMC retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. These documents are not to be used on other projects or extensions of this project except by written agreement and with appropriate compensation to EMC. Any reuse of documents without specific written verification or adaptation by EMC will be at the client's sole risk and without liability or legal exposure to EMC, and the client agrees to indemnify and hold harmless EMC, its officers, principals, employees and sub-consultants against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from such reuse.
 - 7) This agreement may not be transferred or assigned without the written consent of EMC.
 - 8) EMC shall not be responsible for any act or omission of any architect, other consultant, contractor, or subcontractors or the agents or employees of any of them nor the acts or omissions of other persons performing any of the work of the project.
 - 9) To the fullest extent permitted by law, the Owner and EMC (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that EMC's total liability to Owner under this Agreement shall be limited to fifty thousand dollars or the total amount of compensation received by EMC, whichever is greater.
 - 10) If EMC and Client become involved in any adverse legal proceedings (whether in a court of law, arbitration, binding mediation or other similar proceeding) for any purposes, then EMC shall be entitled to recover from Client, in addition to all principal and interest amounts due to EMC from Client, all attorneys' fees and expenses, all expert fees, and all other fees and expenses incurred by EMC.
 - 11) For projects involving construction phase engineering services, it is agreed that the professional services of EMC are limited to review and observation of the work of the contractor(s) to ascertain that such work substantially conforms to the design intent and the Contract Documents. It is further agreed that the Client will defend, indemnify and hold harmless EMC against any claim or suit whatsoever, including but not limited to all payments, expenses, or costs incurred, arising from or alleged to have arisen from any error or omission in the plans, specifications or Contract Documents. EMC agrees to be responsible for its own or its employee's negligent acts, errors or omissions in the performance of professional services provided by EMC on the project.
- EMC shall not at any time supervise, direct, or have control over any contractor's work, nor shall EMC have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- EMC neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between the Owner and such contractor.

2025 Hourly Rate Schedule

ENGINEERING

Senior Principal Engineer	\$275/HR
Principal Engineer	\$250/HR
Senior Project Manager	\$240/HR
Project Manager	\$200/HR
Junior Project Manager	\$185/HR
Professional Engineer	\$175/HR
Senior Design Engineer	\$165/HR
Design Engineer	\$150/HR
Junior Design Engineer	\$135/HR
Senior Engineer Tech	\$130/HR
Engineer Tech	\$125/HR
Junior Engineer Tech	\$115/HR
Senior Landscape Architect (RLA)	\$205/HR
Landscape Architect	\$175/HR
Junior Landscape Designer	\$135/HR
Geotechnical Engineer	\$185/HR
Junior Geotechnical Engineer	\$135/HR

SURVEYING

Senior Registered Land Surveyor	\$220/HR
Registered Land Surveyor	\$185/HR
Land Surveyor	\$155/HR
1-Man RLS Surveyor (Field)	\$195/HR
1-Man Surveyor (Field)	\$150/HR
2-Man Survey Crew	\$190/HR
3-Man Survey Crew	\$280/HR
UAV Surveyor	\$195/HR
Senior Survey Tech	\$130/HR
Survey Tech	\$125/HR
Junior Survey Tech	\$115/HR

CONSTRUCTION PHASE SERVICES

Construction Manager	\$170/HR
Construction Project Manager	\$150/HR
Senior Construction Inspector	\$135/HR
Construction Inspector	\$115/HR
Junior Construction Inspector	\$90/HR
Senior CMT Field Representative	\$100/HR
CMT Field Representative Specialty	\$130/HR
CMT Field Representative	\$90/HR
Junior CMT Field Representative	\$70/HR

ADMINISTRATIVE

Administrative Assistance	\$95/HR
Project Coordinator	\$160/HR

EMC Engineering Services, Inc.

Albany ▪ Atlanta ▪ Augusta ▪ Brunswick ▪ Columbus ▪ Greenville, SC ▪ Savannah ▪ Statesboro ▪ Thomaston

INVOICE AND ACCOUNTING CONTACT INFORMATION

The following shall be filled out and sent back with the signed executed contract. Please provide and verify the mailing address where invoices are to be submitted.

Accounts Payable Contact Name: _____

Accounts Payable Address: _____

Phone Number: _____ Extension: _____

Fax Number: _____

Accounts Payable Contact Email: _____

Is a Specific cover sheet to be attached to invoice? Yes ☐ No ☐

Will lien waivers be required? Yes ☐ No ☐

Are time sheets required? Yes ☐ No ☐

Is purchase order number required? Yes ☐ No ☐

Will the project manager need a copy sent for their use? Yes ☐ No ☐

Are there any other project invoicing requirements? Yes ☐ No ☐

If so, please provide project specific information (AIA Forms, Purchase Order Number, Required Cover Sheet, Number of copies, Project Number, Codes, etc.)

Project Manager Name: _____

Project Address: _____

Phone Number: _____ Extension: _____

Email Address: _____

Please remit payments to:

EMC Engineering Services, Inc.
27 Chatham Center South, Suite A
Savannah, GA 31405
Attn: Accounting Department

EMC Engineering Services, Inc.

Albany ▪ Atlanta ▪ Augusta ▪ Brunswick ▪ Columbus ▪ Greenville, SC ▪ Savannah ▪ Statesboro ▪ Thomaston

CITY OF STATESBORO



COUNCIL

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

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

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

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

From: Darren Prather, Central Services Director

Date: July 29, 2025

RE: Gen. Liab. Property & Casualty/WC Insurance Renewal

Policy Issue: Purchasing

Recommendation:

Staff recommends the renewal of the City of Statesboro's General Liability P&C coverage by Travelers in the amount of \$1,330,939.00 and the renewal of the City's Workers Compensation coverage by Bitco in the amount of \$561,507.00.

Carrier	Broker	Ins. Type	Current Premium	2025/26 Premium
Travelers	Assured Part.	General Liability P&C	\$1,139,372.00/Y	\$1,330,939.00/Y
Bitco	Assured Part.	Workers Comp.	\$556,390.00/Y	\$561,507.00/Y

Background:

The City of Statesboro's General Liability Property & Casualty (P&C), Workers Compensation and Health insurance coverages are marketed through our contracted brokers for each of these areas. Currently, our General Liability P&C and Workers Compensation is brokered by Assured Partners (Statesboro) and our Health insurance is brokered by NFP (Statesboro). These selected brokers shop all available markets and submit to the City their recommended carriers based on pricing and performance. These two new coverage policies will be for a period ending July 1, of 2026. Please note the totals above do not contain the policies for Cyber, Drone, Fire Department facilities and equipment and Assured Partners Risk Control due to these four policies renew January 1, of 2026. The Assured Partners Risk Control is a program that evaluates and attempts to mitigate the City's risks. This program works with our current Safety Program conducted through our Human Resources Department. Fire facilities and equipment are insured by VFIS which is a fire specialty insurer that provides specialized training and the replacement of equipment at current market value. As of fiscal year 2027, it is our goal to have all our insurance coverages run concurrent with our fiscal year budget. This will allow the City to bid out all policies at once in hopes of getting better volume pricing and efficiency. The increase in our General Liability premium is due to additional vehicles and increased rates to insure each vehicle and property value increases. In addition to specific departmental charges (PD and Public Officials etc...) the premiums are charged out to departments based on the percentage of our budget each department represents. These contracted premiums are based on current personnel totals and current property owned by the City. Any changes in these areas during the year will result in potential increases in yearly premiums as we are audited throughout the year.

Council Person and District: All

Attachment(s): 2025/26 Premium Amounts Schedule

25/26 Premium Options

Insured: City of Statesboro

COVERAGE	PREMIUM
GENERAL LIABILITY	\$100,471.00
EMPLOYEE BENEFITS	\$381.00
LAW ENFORCEMENT	\$127,813.00
PUBLIC OFFICIALS	\$25,879.00
AUTOMOBILE	\$714,258.00
PROPERTY	\$215,054.00
BOILER & MACHINERY	INCLUDED
INLAND MARINE	\$17,325.00
CRIME	\$1,733.00
UMBRELLA	\$76,238.00
WORKERS COMPENSATION (BITCO)	\$561,507.00
EMPLOYEE PRACTICES LIABILITY	\$51,787.00
TOTAL	\$1,892,446.00

CITY OF STATESBORO



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Ginny Hendley, District 3
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Shari Barr, District 5

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

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

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

From: Cain Smith, City Attorney

Date: July 28, 2025

RE: August 5, 2025 City Council items

Policy Issue: Consideration of Memorandum of Agreement between the City, Bulloch County, and the Federal Aviation (FAA) concerning the installation and use of FAA owned navigation, communication, and weather aid facilities

Recommendation:
Approval

Background:
FAA has maintained these facilities at the airport for decades. This is merely a renewal agreement.

Budget Impact: None

Council Person and District: N/A

Attachment: Memorandum of Agreement

ON-AIRPORT MEMORANDUM OF AGREEMENT (MOA)

Between

**THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF STATESBORO, GEORGIA AND BULLOCH COUNTY, GEORGIA

FAA CONTRACT NO: 69435Z-25-L-00118

ATID/FACILITY TYPE: BZQ/MOA

LOCATION: STATESBORO, GEORGIA

1. **Preamble (09/2021) 6.1.1** This Memorandum of Agreement for real property is hereby entered into by and between **CITY OF STATESBORO, GEORGIA AND BULLOCH COUNTY, GEORGIA**, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permitter, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Succeeding Contract (09/2021) 6.1.2** This contract succeeds DTFA06-03-L-02970 and all other previous agreements between the parties for the property described in this document.
4. **Witneseth (MOA) (09/2021) 6.1.3-1** Whereas, the parties listed above have entered into an Airport Improvement Grant Agreement; and

Whereas, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication and weather aids for the support of Air Traffic Operations; and

Whereas, both parties agree the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and

direct support of the ongoing operation of the Statesboro-Bulloch County Airport; and

Whereas, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids.

Now, therefore, the parties mutually agree as follows:

5. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).
6. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.
7. **Term (No Cost) (07/2022) 6.2.3-1** To have and to hold, for the term commencing on October 1, 2023 and continuing through September 30, 2043.
8. **Consideration (No Cost) (09/2021) 6.2.4-4** The Government shall pay the contractor no monetary consideration. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation and maintenance of facilities upon the premises.
9. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.
10. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.
11. **FAA Facilities for MOA (09/2021) 6.2.7** The Airport will allow the FAA to construct, operate, and maintain FAA owned navigation, communication and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon. The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this Agreement by reference and shown on the attached FAA "List of Facilities."

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or

telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Statesboro-Bulloch County Airport to be routed reasonably determined to be the most convenient to the FAA and as not to interfere with Airport operations. The Airport shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. This contract includes the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises that may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

C. The Government shall have the rights to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Airport shall have the right to review and comment on plans covering work permitted under this paragraph.

D. The Government shall also have the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

12. RE Clauses Incorporated by Reference (09/2021) 6.3.0 This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

A. **Officials Not To Benefit (09/2021) 6.3.0-2** No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it. However, this clause does not apply to this contract to the extent that this contract is made with a corporation for the corporation's general benefit

B. **Contracting Officer's Representative (09/2021) 6.3.0-4** (a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Representative) to act as his/her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

C. **Contingent Fees (09/2021) 6.3.0-5** (a) The Contractor warrants that no person or selling agency has been employed or retained to solicit or obtain this contract for a commission, percentage,

brokerage, or contingent fee, except bona fide employees or bonafide, established commercial or selling agencies employed by the contractor for the purpose of obtaining business.

(b) For breach or violation of this warranty, the Government has the right to annul this contract without liability or to deduct from the contract price or otherwise recover, the full amount of the contingent fee.

(c) Definitions.

(1) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(2) "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(3) "Contingent fee," as used in this clause, means any commission, percentage brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(4) "Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

13. Title to Improvements (09/2021) 6.3.5 Title to the improvements constructed for use by the Government during the life of this Agreement shall be in the name of the Government.

14. Funding Responsibility for FAA Facilities (09/2021) 6.3.6 The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

15. Changes, Modifications (01/2022) 6.3.8-1 The RECO may at any time, by written order via Supplemental Agreement, make changes to this contract. The modification shall cite the subject contract, and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this contract.

16. No Waiver (09/2021) 6.3.17 No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

17. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.
18. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.
19. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26-1** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenable as determined by the Government, the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor.
20. **Interference with FAA Operations (09/2021) 6.3.28-2** The Airport agrees not to erect or allow to be erected any structure or obstruction of any kind or to allow any natural growth that the Government determines would interfere with the proper operations of Government facilities. The Airport agrees to keep areas around the Government's navigational aids mowed at all times to a height so that weeds and vegetation will not be an obstruction to such operation or maintenance of these facilities.
21. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
22. **Compliance with Applicable Laws (01/2023) 6.3.31-1** This Contract shall be governed by federal law. The Contractor shall comply with all applicable federal, state, and local laws. The Government will comply with all federal, state, and local laws applicable to and enforceable against it, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.
23. **Notification of Change in Ownership or Control of Land (10/2022) 6.3.34** If the Contractor sells, dies or becomes incapacitated, or otherwise conveys to another party or parties any interest in the aforesaid land, rights of way thereto, and any areas affecting the premises, the Government shall be notified in writing, of any such transfer or conveyance within 30 calendar days after completion of the change in property rights. Concurrent with the written notification, the Contractor or Contractor's heirs, representatives, assignees, or trustees shall provide the Government copies of the

associated legal document(s) (acceptable to local authorities) for transferring and/or conveying the property rights.

24. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.
25. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.
26. **Disputes (01/2022) 6.3.39-1** Where possible, disputes will be resolved by informal discussion between the parties. In the event the parties are unable to resolve any disagreement through good faith negotiations, the dispute will be resolved upon joint agreement of management representatives from both parties. The decision is final unless it is timely appealed to the FAA Administrator, whose decision is not subject to further administrative review and, to the extent permitted by law, is final and binding.
27. **Hazardous Substance Contamination (09/2021) 6.8.1** The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation and/or maintenance of the FAA's facilities covered by this contract. The Contractor agrees to remediate at its sole cost, all other hazardous substance contamination found on the FAA facility premises. The Contractor also agrees to hold the FAA harmless for all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly attributable to the installation, operation and/or maintenance of the facilities.

28. Notices (09/2021) 6.10.1 All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
City of Statesboro, Georgia
50 East Main Street
Statesboro, GA 30458

Bulloch County, Georgia
115 North Main Street
Statesboro, GA 30458

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate and Utilities Group, AAQ-910
1701 Columbia Ave
College Park, GA 30337

29. **Signature Block (09/2021) 6.10.3** This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

BULLOCH COUNTY, GEORGIA

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Print Name: David Bennett

Title: Chairman

Date: _____

By: _____

Print Name: Eric Gadson

Title: Real Estate Contract Officer

Date: _____

Attest: _____

Print Name: Venus Mincey-White, Clerk

CITY OF STATESBORO, GEORGIA

By: _____

Print Name: Jonathan McCollar

Title: Mayor

Date: _____

Attest: _____

Print Name: Leah Harden, Clerk

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	LIST OF FACILITIES	May19, 2025	1

DATED: MAY 19, 2025

LIST OF FACILITIES

MEMORANDUM OF AGREEMENT

69435Z-25-L-00118

STATESBORO-BULLOCH COUNTY AIRPORT

<u>Number</u>	<u>Facility</u>	<u>R/W (ATID) Number</u>	<u>Comments</u>
1	MALSR	32 (BZQ)	Facility site, equipment shelter, restricted critical area, access road
2	LOC	32 (BZQ)	Antenna site, equipment shelter, restricted critical area, access road
3	GS	32 (BZQ)	Facility equipment shelter, restricted critical area

*Notation: For applicable restrictive easement, clear zone, and/or obstruction criteria for facilities listed above, see referenced FAA Order(s) listed below:

FAA Order 6750.16E, Siting Criteria for Instrument Landing Systems (ILS)
FAA Order JO 6850.2C, Visual Guidance Lighting Systems
FAA Order 6820.10, Siting Criteria for VOR, VOR/DME, and VORTAC
FAA Order 6560.20C, Siting Criteria for AWOS/ASOS
FAA Order 6310.6, Siting Handbook for Primary/Secondary Terminal Radar

CITY OF STATESBORO



COUNCIL

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

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

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

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

From: Darren Prather, Central Services Director

Date: July 29, 2025

RE: Website Contract Recommendation

Policy Issue: Purchasing

Recommendation: Staff recommends a four (4) year contract to be awarded to Revize in the amount of \$36,100.00 (\$23,900.00 for design and \$12,200.00 for support) for the first year and \$12,200.00 for the next three (3) years for website support only. This initial contract has a term of four (4) years with an option to renew on a year to year basis after that time period. If approved, this contract will be funded out of the Contract Services Fund of Central Services.

Background: The City of Statesboro issued a Request for Proposals (RFP) to provide a new website. This contract will include design, implementation and support. We received ten (10) responses and our evaluation committee selected three (3) to offer presentations based on their RFP responses. The firms that offered presentations were:

1. Civic Plus
2. Planeteria
3. Revize

Firms were evaluated based on experience, staff, design and cost. Our evaluation committee took all these factors into consideration and selected Revize. All three had a cost within the same range and offered good products as well. Revize's yearly support cost of \$12,200.00 is less than the current yearly support fee we currently pay our current provider. We felt Revize excelled in many categories and was the best fit for the City of Statesboro's mission concerning our website needs. Our website is a major source for public information, employee access and an important image we project as a City. Revize's product is innovative, responsive and seems to be more flexible in that it can grow with the City's changing needs over the years. Revize scored the highest in all our ratings and was the unanimous selection for our recommendation. If approved, it is expected to take approximately 6-8 months to fully implement the new website.

Budget Impact: This contract would be budgeted out of the Contractual Services Fund in Central Services (605.1535.5238501).

Council Person and District: All

Attachment(s): Contractual Fee Schedule

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Statesboro, Georgia ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179
Date: 7-24-2025

CLIENT INFORMATION:		REVIZE LLC:
Company Name:	<u>City of Statesboro</u>	Revize Software Systems
Company Address:	<u>22 Eat Grady St.</u>	150 Kirts Blvd.
Company City/State/Zip:	<u>Statesboro, GA 30458</u>	Troy, MI 48084
Contact Name:	<u>Darren Prather 912.764.5468</u>	248-269-9263
Billing Dept. Contact:	<u>Darren.prather@statesboroga.gov</u>	
CLIENT Website Address:	<u>www.statesboroga.gov</u>	

The CLIENT agrees to purchase the following products and services provided by REVIZE:

<u>Quantity</u>	<u>Description</u>	<u>Price</u>
1	Phase 1: Kickoff Meeting and Discovery/Project Planning, onetime fee:	\$2,000.00
1	Phase 2 – Design Mockups/Wireframes, onetime fee: <ul style="list-style-type: none"> One (1) mockup with up to three (3) rounds of changes Home page template and inner page design and layout. Includes Responsive Web Design 	\$4,500.00
1	Phase 3 & 4 – HTML Development & Revize CMS Integration, onetime fee: <ul style="list-style-type: none"> Set-up all CMS modules listed in this agreement Integration with all 3rd party web applications 	\$7,800.00
1	Phase 5 – Quality Assurance Testing & Custom Development, onetime fee:	\$2,300.00
1	Phase 6 – Sitemap Development & Content Migration, onetime fee: <ul style="list-style-type: none"> Site map development and content migration from old website including spell checking and style corrections – up to 300 webpages & 1,000 documents 	\$5,700.00
1	Phase 7 –Content Editing Training, onetime fee:	\$1,600.00
1	Phase 8 – Go Live:	Included
1	Grand Total First Year	\$23,900.00

Annual Services:

1	Annual Hosting, Maintenance, and Support Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 30GB website storage, 100GB/Month Bandwidth, Annual Fee, SSL Certificate	\$6,400.00
1	AI ChatBot <ul style="list-style-type: none"> Up to 5,000 monthly queries Up to 2,000 trained pages/documents Backend dashboard with analytics and monthly automatic retrain 	\$3,400.00
1	Twice Annual WCAG Compliance Scans <ul style="list-style-type: none"> Up to 2 comprehensive scans per year upon client request. Up to 10 custom development hours of included for requested changes 	\$2,400.00

Payment Schedule

Payment Amount	Payment Date	Includes
\$ 17,925.00	7/1/2025	75% 1 st Year Project Costs
\$ 5,975.00	11/1/2025	25% 1 st Year Project Costs
\$ 12,200.00	12/1/2025	Year 1 of Annual Hosting & Maintenance + AI ChatBot + WCAG Scan and Remediation
\$ 12,200.00	12/1/2026	Year 2 of Annual Hosting & Maintenance + AI ChatBot + WCAG Scan and Remediation
\$ 12,200.00	12/1/2027	Year 3 of Annual Hosting & Maintenance + AI ChatBot + WCAG Scan and Remediation
\$ 12,200.00	12/1/2028	Year 4 of Annual Hosting & Maintenance + AI ChatBot + WCAG Scan and Remediation

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Project Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

City of Statesboro

Public Utilities Department



To: Jason Boyles
Assistant City Manager

From: Matt Aycock
Director of Public Utilities

Date: 7-28-2025

RE: Forklift for the Water/Sewer and Natural Gas Departments

Policy Issue: Purchasing

Recommendation: Consideration of a motion to award a contract to Hyster-Yale Materials Handling, Inc. for the purchase of a Hyster H50A Lift Truck (forklift) per Sourcewell cooperative purchasing contract in the amount of \$37,140.00. This item to be purchased with funds approved in the FY2026 CIP Budget, items WWD-208 and NGD-110, funded by system revenues.

Background: We are proposing to replace the existing 1991 Nissan Forklift (34 years old) with a new unit, utilizing the Sourcewell cooperative purchasing contract (#053024-HYS expires 7/23/2028). The existing forklift is well past its useful life and is no longer reliable for daily use. The new unit will be purchased through Hyster-Yale Materials Handling, Inc. and will be sold and serviced through the Savannah distributor, LiftOne Savannah. The budget estimate was \$40,000.00 and the unit quote received was \$37,140.00.

Budget Impact: Funds were approved in the FY2026 CIP, WWD-208 and NGD-110, utilizing system revenues.

Council Person and District: All

Attachments: Sourcewell Quote

1400 Sullivan Drive
Greenville, NC 27834



MODEL: H50A

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	City of Statesboro Public Utilities Department		
SHIP-TO ADDRESS	Statesboro, Georgia		
PROPOSED BY	Josh Sheppard	TITLE	Major Account Manager
PHONE	(252) 420-8192	EMAIL	josh.sheppard@hyster-yale.com
DATE	2025-07-28	Quote Expiration	2025-08-28



Quoted Model: H50A Available Features

Hyster® H50A Lift Truck - 5,000 lb Nominal Capacity, Class V

Proposal Summary

Included Items	Description
Model	Hyster® H50A Lift Truck - 5,000 lb Nominal Capacity, Class V
Construction	Keyswitch Start Standard (14°F to 104°F)
Powertrain	Engine - Yanmar 2.2L LPG Certified Brakes - Self Energizing Drum Hand-Applied, Hand-Released Parking Brake Dual Pedal Inch/Brake Arrangement Mechanical Powershift Transmission
Powertrain Options	High Air Intake Low Exhaust Swing-Out LPG Tank Bracket with Steel Strap
Powertrain Accessories	Operator Presence System System Monitoring
Mast	3 Stage Full Free Lift Mast - 189" (4800mm) Maximum Lift Height - 85" (2160mm) Overall Lowered Height [Value] Mast Tilt - 6° Forward / 6° Back
Carriages & Attachments	41" Hook Type Integral Sideshift Carriage [Value] 37" High Load Backrest
Forks	42" Hook Type (1.6" x 4.8") Standard Tapered Forks
Hydraulics	3 Function (1 Auxiliary) Hydraulic Control Valve [Value] Mechanical Lever Hydraulic Controls - Cowl Mounted Engine Driven Cooling System Fixed Displacement Gear Pump on Engine PTO
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted
Wheels & Tires	Standard Tread Width Drive Tires - 7.00 x 12 - Pneumatic Shaped Solid (PSS) [Basic] Steer Tires - 6.00 x 9 - Pneumatic Shaped Solid



Operator Compartment	85" Rectangular Tube - High
	Grid Style Overhead Guard
	Mirrors - Dual Side View - Mounted on the Left and Right Side of Overhead Guard
	Display Mounted in Dash
	Dynamic Stability System
Directional Control	Rear Drive Handle with Horn Button
	Lever Shift Direction Control - Mounted on Left Hand Side of Steering Column
	2-Spoke Steering Wheel with Spinner Knob
	Steer Column with Infinitely Adjustable Tilt
	On Demand Hydrostatic Power Assist Steering
Seat	Non-Suspension Vinyl Seat
	Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)
Chassis Options	Hood
Lights & Alarms	LED Brake/Tail/Backup/Turn
	LED Work Lights - 2 Front, 1 Rear [Basic]
	Manual Work Light Control
	Audible Alarm - Reverse Direction Activated - Self-Adjusting 82-102 dB(A)
	Parking Alarm
Warranty	Amber Strobe Light - Ignition Activated
	5 year 10000 hour Part A Comprehensive Parts and Labor no deduct
Literature & Nameplate	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.
	English Literature Pack and Labels

Additional Items or Accessories Included

Description
Full Suspension Seat (dealer provided and installed)
33 lb LPG Tank Steel with Fuel (dealer provided and installed)
Convert Hydraulics to 4-way, provide and install a fork positioner
FE4-60, Fork Extensions, 60" (dealer provided and installed)

1400 Sullivan Drive
Greenville, NC 27834



Total Investment

Price Delivered Each	\$37,140.00		
Quoted Quantity	1	TOTAL:	\$37,140.00

Truck in Stock at Dealer

Proposal By:	Josh Sheppard	Accepted By:	
Signature:		Signature:	
Date Signed:		Date Accepted:	
		PO Number:	



Terms and Conditions

In consideration of the sum of \$2.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereby agree as follows.

1. Offer of Sale. Offers of sale are based on the terms and conditions found on the front page(s) of this proposal and those provided below. Unless otherwise provided in the proposal, an offer is valid for 30 days. Orders placed by Customer directly or through an approved third-party lessor will constitute an acceptance of these terms and conditions of sale.

2. Orders.

a. Customer may place orders in any mutually agreeable manner. The purchase order will indicate the Products, options, quantity, price, requested delivery dates, "bill to" and "ship to" addresses, tax exempt certifications, if applicable, and any other special instructions. All purchase orders and any contingencies contained in any order are subject to acceptance by Supplier. The prices in Supplier's order acknowledgment are subject to adjustment pursuant to Section 3(a). Supplier may in its discretion accept or decline orders.

b. Either party may cancel a purchase order if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or any insolvency law, whether domestic or foreign, or has wound up or liquidated its business, voluntarily or otherwise.

c. If Customer intends to lease the Products from a third-party lessor, Customer must first obtain Supplier's written consent, which will be subject to, among other things, Supplier's approval of the identity of the third-party lessor and Supplier's receipt of assignment documentation in form and in substance satisfactory to Supplier. Notwithstanding any such assignment, Customer will remain obligated to purchase and/or pay for the Products if Customer's third-party lessor fails to perform its obligations. In the event Products are ready for shipment by Supplier without an order confirmation from Customer's lessor, or lessor fails to pay, Customer authorizes shipment of the Product to Customer, and Customer agrees to pay Supplier the full purchase price net 30 days from the date of invoice.

d. Customer may only cancel an order which has been accepted by Supplier (i) prior to 5 business days after Supplier's acknowledgement of the order, (ii) pursuant to Section 2(b) above, or (iii) if Supplier changes the price of an order as set forth in Section 3(a) by more than 3% below, in which case Customer may cancel the order within 5 business days of having been notified of the price change. Otherwise, Customer may cancel or modify an order only with Supplier's written agreement in its sole discretion. If Supplier agrees to cancel or modify an order, as a condition to such modification or cancellation Customer may be required to pay Supplier's reasonable costs and expenses resulting from the change or cancellation or, alternatively, an administrative charge in the minimum amount of \$250 per change (per request per unit). Changes may also result in rescheduling of customer acknowledgement dates.

3. Prices. Prices quoted by supplier are subject to change without notice.

a. Supplier reserves the right, after order acceptance and outside the Lock-Up Period, to change the price of the Product(s) by (1) increasing the list price or (2) applying a surcharge or other line items to reflect fluctuations in manufacturing costs due to external factors, including but not limited to, government-imposed tariffs on parts, components, or other manufacturing inputs. The "Lock-Up Period" will apply based on the schedule build date (which is available upon request) as follows: (i) Class I, II, IV, and V Products: 16 weeks from the schedule build date; (2) Class III Products: 12 weeks from schedule build date; and (3) Big Trucks: 24 weeks from schedule build date.

b. To the extent third party vendors of batteries, chargers, attachments, or other accessories with separate line items in the proposal increase prices after Supplier has acknowledged an order and prior to the customer acknowledgement date, Supplier reserves the right to increase the price for those items proportionately.

4. Payment. Payment terms for all products shall be Net 30 days from date of invoice. Customer shall pay all installation and freight charges and Taxes imposed by any governmental authority. The term "Taxes" includes, without limitation, applicable federal, state, G.S.T/H.S.T. and provincial sales taxes, levies, customs, import or other duties, tariffs, fees, or assessments levied or collected by a governmental authority in connection with the price, sale, or delivery of the Products (other than taxed levied on Supplier's income). For the avoidance of doubt, the term "Taxes" does not include taxes on parts, components or other manufacturing inputs (i.e., not the finished product), which are addressed pursuant to Section 3(a). If Customer fails to make any payment when due, there will be a monthly service charge of one and one-half percent (1.5%) of the total amount due (equivalent to an annual effective rate of 18% per year) or the maximum legal rate allowed by law, whichever is less. Supplier reserves a security interest in the products until payment in full has been collected and Customer agrees to notify supplier prior to relocation of any product in which supplier has a security interest. Customer shall execute any other document, including a financing statement, security agreement, or other document similar to the UCC-1, necessary to perfect supplier's security interest in the products. Customer authorizes supplier to file at Customer's expense any financing statement relating to the products without Customer's signature, except where prohibited by law.

5. Availability/Supplier Cancellation. Products are subject to availability. Supplier may refuse any order and may cancel any order or any part of an order at any time and for any reason (including without limitation if it would be economically detrimental to the Company to complete such order or delivery due to material changes in market conditions) without penalty, and supplier's sole obligation shall be to return any down payment paid by Customer. If Customer is delinquent in the payment of any invoice, or is otherwise in breach of this agreement, supplier may withhold shipment (including partial shipments) of any order or may require Customer to prepay for further shipments. Supplier retains the right to suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to supplier when, in its opinion, the financial condition of Customer, or other grounds for insecurity warrant such action.

6. Delivery. All products purchased or leased by Customer pursuant to this agreement will be shipped and risk of loss shall pass to Customer, FCA Destination, Incoterms® 2020, freight prepaid and added for deliveries in the United States and Canada, and DAP foreign port of entry, Incoterms® 2020, freight prepaid and added for deliveries to Mexico, South, Central, or Latin America. Freight will be prepaid and added to the invoice. Freight charges included in order acknowledgments are estimates and may be adjusted at the time of invoicing to reflect increases in transportation costs. An estimated shipping date will be established by Supplier upon receipt of orders. Supplier assumes no liability for loss, damage, including consequential damage, due to delays. Supplier will notify Customer of any anticipated delay. Supplier reserves the right to deliver the order in installments. Each installment may be invoiced separately, and Customer will pay each invoice when due. Delay in delivery of any installments shall not relieve Customer



of its obligations to accept remaining installments. Products must be installed by an authorized dealer and must be placed in an environment that conforms to the manufacturer's specifications and requirements.

7. **Warranty.** Supplier warrants each new product sold pursuant to this agreement to be free of defective material and workmanship under proper use and service, in accordance with the terms of the warranty statement published by supplier in effect at the time of delivery of the product. Except as specifically provided in a written warranty statement provided with a product, SUPPLIER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. SUPPLIER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE. Customer's sole remedy and Supplier's liability is limited to the remedy provided in the warranty statement. In the event any parts and/or structural components or appurtenances of a product are altered or modified by Customer without the express written consent of supplier, any and all warranties shall immediately cease and terminate.

8. **Limitation of Liability.** NEITHER PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

9. **Product Returns.** Products shall not be returned to supplier without its written consent. All costs of return shall be the responsibility of Customer.

10. **Data Sharing.** Customer agrees that Supplier may process the business contact information of your employees and information about you as a legal entity ("Contact Information") in connection with Supplier products and services or in furtherance of our business relationship with you. Contact Information can be stored, disclosed internally and processed by Supplier and its subsidiaries, business partners and subcontractors wherever they do business, solely for the purpose described above, provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, Customer represents that they have notified and obtained the consent of the individuals whose Contact Information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their Contact Information to Supplier who will then comply with those requests.

11. **Applicable Law.** For delivery of Products to the United States, Mexico, South, Central, or Latin America, this agreement shall be construed in accordance with the laws of the State of Ohio without regard to its conflict of law rules. Any action or claim arising out of or relating to this Agreement may only be brought in the state or federal district court for Cuyahoga County, Ohio. For delivery of Products to Canada, this agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any action or claim arising out of or relating to this agreement may only be brought in the Province of Ontario. The parties each expressly consent to suit in such forum and waive any objections as to personal jurisdiction, venue, or inconvenient forum. If Customer fails to pay any amounts due to Supplier, Customer shall pay Supplier's costs and expenses of collection, including attorney's and legal fees.

12. **Exclusion of the United Nations Convention on Contracts for the International Sale of Goods.** The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded in accordance with Article 6 of the Convention.

13. **Anti-Bribery and International Trade.** (a) Customer shall comply with all applicable anti-bribery, anti-corruption, and anti-kickback laws, including the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, and any laws of similar effect applicable in the jurisdictions where the Customer conducts business (collectively 'Anti-Corruption Laws'). Customer acknowledges that these laws may govern conduct occurring outside the United States and United Kingdom. (b) Customer shall comply with all applicable anti-money laundering laws, including the U.S. Currency and Foreign Transactions Reporting Act of 1970 as amended by Title III of the USA PATRIOT Act, the U.S. Trading with the Enemy Act, U.S. Executive Order No. 13224 on Terrorist Financing, 2017 United Kingdom Money Laundering Regulations, and any other law of similar effect applicable in the jurisdictions where it conducts business (collectively 'Anti-Money Laundering Laws'). (c) Customer shall comply with all applicable economic sanctions, export controls, and other restrictive trade measures imposed by the United States, European Union, and United Kingdom, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the economic sanctions programs administered by the U.S. Treasury Department's Office of Foreign Assets Control ('OFAC'), the laws and regulations enforced by the United Kingdom's Export Control Office ('ECO') and Office of Financial Sanctions Implementation ('OFSI'), and any other laws of similar effect applicable in the United States or other jurisdictions where Vendor operates (collectively 'Export Control Laws') (d) Each of the foregoing restrictions with respect to Anti-Corruption Laws, Anti-Money Laundering Laws, and Export Control Laws shall be in addition to any other restrictions on the Customer's sale or transfer of the Products that may exist in any separate written agreement between the Vendor and the Customer and shall be subject to any provisions that may exist in any such separate written agreement regarding receipt of a license from the government of the United States of America to consent to such sale or transfer.

14. **Confidentiality.** Each party shall hold the information it receives in confidence, including, but not limited to, pricing, rebates, and the terms and conditions of this agreement, and shall protect it using at least the same degree of care it uses to protect its own proprietary and confidential information, but in no event may either party use less care than a reasonably prudent person in a like situation. Neither party shall disclose or permit access to the confidential or proprietary information of the other party without the disclosing party's prior written permission, except for supplier's authorized dealers and each party's legal, insurance, and accounting advisors, as appropriate. Any proprietary information concerning supplier, its products, data, documentation, services, or manufacturing processes disclosed to the Customer incident to the performance of this agreement remain the property of supplier, and no rights are granted to Customer in the same. Supplier's confidential information may be used by Customer solely to use or service the products.

15. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Any assignment without consent shall be null, void and of no force or effect. Notwithstanding anything contained herein, upon notice to the other party, this Agreement may be assigned to a party's parent entity or affiliates or to a successor entity in the event of a merger, consolidation, transfer, sale, stock purchase, or public offering.

16. **Force Majeure.** Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to pay any amounts due) to the extent that such party was hindered in its performance by any act of God, civil commotion, pandemic or epidemic, labor dispute, unavailability or shortages of materials or any other occurrence beyond its reasonable control.

17. **Supplier's Agents.** No agent, employee, representative or dealer of Supplier has any authority to bind Supplier to any affirmation, promise, representation, or warranty concerning any of the Products.

18. **Notices.** Any notices required or permitted to be given shall be in writing and shall be personally delivered by a recognized overnight courier: to Customer at the address provided to Supplier by Customer; to Supplier at 1400 Sullivan Drive, Greenville, NC 27834.

19. **Originals.** The parties agree that for any transactions subject to this Agreement, facsimile signatures shall be accepted as original signatures, orders may be transmitted electronically and any document created under this Agreement may be maintained in an electronic document storage system, a

1400 Sullivan Drive
Greenville, NC 27834



copy of which shall be considered an original. The parties agree not to raise any objection to the authenticity of this Agreement or any document created, based on the use of a facsimile signature, electronic order or the use of a copy retrieved from an electronic storage system.

20. Severability. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.

21. Language: The parties hereto have expressly required that this agreement and all documents, agreements and notices related hereto be drafted in English language. Les parties aux présentes ont expressément exigé que le présent bon de commande et tous les autres documents, conventions ou avis qui y sont afférents soient rédigés en langue anglaise.

22. Entire Agreement/Modifications. Except as provided above, nothing contained in any purchase order or Customer issued document will in any way serve to modify or add any terms or conditions to the sale of Products by Supplier to Customer pursuant to this agreement. The parties agree that the terms and conditions of any order placed by Customer shall be governed only by these terms and conditions. This Agreement and any exhibits is the full and complete statement of the obligations of the parties relating to the subject matter hereof, and supersedes all previous agreements, understandings, negotiations and proposals. No provisions of this agreement shall be deemed waived, amended, or modified by any party unless such waiver, amendment or modification is in writing and signed by a duly authorized representative of the parties.

1400 Sullivan Drive
Greenville, NC 27834



Hyster-Yale Materials Handling - Contract and Ordering Information

Company Address:

Hyster-Yale Materials Handling, Inc.
1400 Sullivan Drive
Greenville, NC 27834

Government Sales Office (mailing address for order submission):

Josh Sheppard
Hyster-Yale Materials Handling, Inc.
1400 Sullivan Drive
Greenville, NC 27834

Major Account Manager, Govt Sales:	Josh Sheppard
Phone number:	(252) 420-8192
Email Address	josh.sheppard@hyster-yale.com

Business Size:	Large
TIN:	93-0160700
DUNS #:	55-657-9006
CAGE Code:	30076
Unique Entity ID:	D8QCWPDLPN98
NAICS:	333924
DLA Contract	SPM8EC-23-D-0001 exp, 10/25/27 Contact: Robert Spadaro - (215) 737-8253
GSA Contract	47QMCA20D001G exp. 3/30/2025
Sourcewell Contract	053024-HYS exp. 7/23/2028
Payment Terms:	NET 30

Remittance address:

First Class Mail:

Hyster-Yale Materials Handling, Inc.
c/o Bank of America Lockbox Services
P.O. Box 74008435
Chicago, IL 60674-8435

Electronic Funds Transfer:

Bank of America
100 West 33rd Street
New York, NY 10001

Account Name:	Hyster-Yale Materials Handling, Inc.
Transit routing number:	071-000-039
Depositor account number:	8670101751
BIC CODE:	BOFAUS3N

CITY OF STATESBORO

COUNCIL

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



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

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

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

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

Date: 7/29/2025

RE: STS-128 Streets Division Pac-Mac KB20 Grapple Loader Purchase

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of a purchase of a 2025 Pac-Mac KB20 20' Grapple Loader Truck for the Streets Division in the amount of \$225,624.00 from Sansom Equipment Company.

Background: This new Freightliner model Pac-Mac 20' Grapple Truck would be utilized in the Streets Division of Public Works. This equipment will be used for removing vegetation from roadway clear zones. Staff proposes to purchase the equipment using Sourcewell Contract # 040621-HMC. The City has utilized the equipment vendor for purchases of similar equipment in the Sanitation Division.

Budget Impact: The cost to purchase this equipment is \$225,624.00. STS-128 has \$250,000 in 2023 TSPLOST funds budgeted in FY 2026 for the purchase of this equipment.

Council Person and District:

N/A (citywide)

Attachments:

Sansom Equipment Company Quote



QUOTE

QUOTE # SECQ8857
 DATE Jul 25, 2025
 CONTRACT CUSTOMER ID # 33094
 CONTRACT # 040621-HMC

To: Richard Smiley
 City Of Statesboro (GA)
 PO Box 348
 Statesboro, GA

Sales Contact: Jeff Whitlock
 404-831-6422
 jeffw@secequip.com

Phone:
 richard.smiley@statesboroga.gov

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Sourcewell	Customer Location	90 - 120 Days	Net Delivery

QTY	DESCRIPTION
1	Pac-Mac KB20 20' Grapple Loader with 18' Body and 24 yard capacity
1	Includes the following features: H-style outriggers Hot Shift PTO 6' Tip Boom with 4' Extend 10' Main Boom w/ Extend Tip Hydraulic Joystick Controls Paint: Red/Black Loader, Black Body Strobe Light on Pivot Rear Post Corner Strobes Outrigger Strobe Lights Amber Work Lights on Pivot Midbody Turns Boom Up Alarm Single Door with Air Latch Electric Tarp Tool Holders - front body 7" Rear View Camera Oil Cooler
1	New Freightliner M2 Plus chassis Cummins diesel , Allison automatic transmission
1	Freight & Delivery

This quote does not include any federal, state, or local taxes.

* In stock equipment are subject to prior sale. *

This Quote is valid for 30 Days.

TOTAL \$225,624.00

BIRMINGHAM OFFICE
2800 Powell Avenue
Birmingham, AL 35233
Ph: (205) 324-3104
Fax: (205) 324-2679

MOBILE OFFICE
2025 West I-65 Service Road North
Mobile, AL 36618
Ph: (251) 631-3766
Fax: (251) 631-3768

SHELBYVILLE OFFICE
3196 Highway 231 North
Shelbyville, TN 37160
Ph: (615) 696-7066
Fax: (615) 413-6323

STONECREST OFFICE
2601 South Stone Mountain Lithonia Road
Stonecrest, Georgia 30058
Ph: (706) 685-6900
Fax: (706) 609-3491

STATESBORO GA OFFICE
207 Hal Averitt Blvd.
Statesboro, Georgia 30458
(912) 549-0005



HGACBuy™
THE SMART PURCHASING SOLUTION



HGACBuy
THE SMART PURCHASING SOLUTION

Sourcewell
Awarded Contract
Contract # 04121482V

KB-20 SERIES

BUILT WITH PRIDE IN THE USA

The KB-20 is well-known for its quality, economic efficiency, durability, and user-friendly design. With various options for boom length and trailer capacity, this series is ideal for all loading applications. This unit can be tailored to fit your specific needs.
DO IT RIGHT with Pac-Mac!



MADE IN THE USA

Visit us online at www.e-pac-mac.com

Manufactured by Hol-Mac Corporation • P.O. Box 349 • Bay Springs, MS 39422 • 601-764-4121



KB-20 SERIES

TECHNICAL DATA & SPECIFICATIONS

GENERAL SPECIFICATIONS

Height of boom to ground in lowest travel positions (based on 37 in. chassis height):	11 ft.
Boom length:	20 ft. (16 ft. with 4 ft. extension)
Boom rotation:	270° non-continuous
Lifting capacity at 20 ft. (with grapple):	3,387 lbs. (Standard) 4,500 lbs. (Optional) HD Series
H-Style Outriggers:	11 ft. 8 in. (extended) 8 ft. (retracted)
Hydraulics:	Tandem pump allows simultaneous operations of multiple functions
Operator controls:	Greaseless mechanical levers or optional pilot-operated hydraulic joysticks

BODY

Length:	18 ft. / 20 ft.
Capacity:	24 / 25 / 28 / 30 cubic yds.
Tilt:	45° +/- 1°
Floor:	3/16 in. (1/4 in. optional) 8 in. main sill 4 in. joist with 12 in. spacing
Sides:	Side ribs 24 in. spacing
Lighting:	L.E.D. with mid-body turn signal

GRAPPLE

Width:	4 ft.
Fully open:	5 ft.

LIFT CAPACITY

Radius:	
10 ft. radius:	7,172 lbs.
16 ft. radius:	4,682 lbs.
20 ft. radius:	3,387 lbs.

STANDARD FEATURES:

Body

- Double "barn style" rear doors
- Complete discharge due to fully opening, swinging door(s)
- 45° body tilt for complete cleanout
- Nylon braided wiring harness
- Watertight connectors
- L.E.D. lighting

Grapple

- Low profile anti-scalp design
- High-strength tempered steel replaceable edges
- Dual cylinder configuration
- Easy to use when handling heavy, bulky materials
- Dual cylinders provide superior biting force

Boom/Pivot/Pedestal

- 20 ft. boom (16 ft. main boom, 4 ft. tip boom)
- Slewing ring and Gearbox configuration

Hydraulics

- All twin telescopic dump cylinders are designed with ductile iron gland/piston, chrome rods, and mounted outboard of frame
- Built-in holding valves for safety

Warranty

- 1-year hydraulic warranty
- 3-year structural warranty
- Best in the industry 3-year warranty on Gearbox and Slewing ring

Safety

- ANSI Z-245 compliance
- Bumper meets D.O.T. rear impact standards
- All hydraulic hoses are enclosed or shielded
- Integral holding valves in the main boom, tip boom, and outrigger cylinders
- Boom height alarm
- E-Stop located in operator's station

Outriggers

- Telescopic H-style
- Smooth pads for minimal street damage

OPTIONS:

- Extended warranty available
- Hardox body
- Pilot-operated hydraulic joysticks
- Various tarp options
- Outrigger down alarm
- Outrigger-mounted strobes
- Additional light packages
- Body up alarm
- Frame-mounted toolbox
- Tool holder
- Door style option: single, double "barn style", or scow "barn style", or scow



STONECREST
2001 S. STONE MOUNTAIN LITHONIA RD.
STONECREST, GA 30058
(706) 685-6900

STATESBORO
207 HAL AVERITT BLVD.
STATESBORO, GA 30458
(912) 549-0005

SECEQUIP.COM



All designs, specifications, and components are subject to change at the manufacturer's sole discretion at any time without notice. Data published herein is for informational purposes only and shall not be construed to warrant suitability of the unit for any particular purpose, as performance may vary with the conditions encountered. The only warranty is our standard written warranty for this product at the time of shipment. 4 of 4

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
Paulette Chavers, District 2
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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: Brad Deal, Director of Public Works and Engineering

Date: 7/28/2025

RE: Change Order #2 with Atlas Technical Consultants on ENG-123C, West Main St./Johnson St./MLK Dr. Intersection Improvements

Policy Issue: Purchasing

Recommendation:

Engineering staff recommends approval of the change order. This work is needed to satisfy environmental requirements for the proposed construction of the project.

Background:

Design work on the West Main Street at Johnson Street and MLK Street project is currently in progress through a contract with Atlas Technical Consultants. Some of the properties within the project footprint include the presence of underground storage tanks as well as the historical use of automotive repair shop operations. A Phase I and Phase II Environmental Site Assessment is needed to assess environmental concerns on these properties and protect the City from liability imposed by the Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The proposed construction project will impact these properties, and includes areas where right of way will need to be acquired.

The scope of this proposal includes a Phase I ESA of the properties as well as a Limited Phase II Environmental Site Assessment that includes research of historical data, interviews and contacts with local officials, site reconnaissance, soil borings, soil sample laboratory analysis, groundwater sampling, and reporting. This work was not included in the scope of the original project design contract.

Budget Impact:

ENG-123c has a total budgeted amount of \$4,700,000 for design and construction from 2023 TSPLOST funds. The original design contract with Atlas was in the amount of \$399,800. Change Order #1 for an H&H Study of Little Lotts Creek was previously approved in the amount of \$33,750. The total cost of Change Order #2 is \$31,500.

Council Person and District: Paulette Chavers, District 2

Attachments: Proposal from Atlas Technical Consultants



2450 Commerce Ave | Suite 100
Duluth, GA 30096
770.263.5945
oneatlas.com

July 3, 2025

Brad Deal

City of Statesboro

50 East Main Street

Statesboro, Georgia 30458

**Subject: Proposal for Phase I and Limited Phase II Environmental Site Assessment
ENG-123c - W Main St/Johnson St/ MLK Dr Intersection Improvement
Statesboro, Georgia
Proposal No. 14871**

Dear Mr. Deal,

Atlas Technical Consultants LLC (Atlas) is pleased to provide this proposal in response to your request for a Phase I Environmental Site Assessment (ESA) and Limited Phase II Environmental Site Assessment (LSI) for the above-referenced location (the "subject property") on behalf of the City of Statesboro. We understand the subject property consists of multiple parcels along W Main Street. The subject property is developed with numerous commercial businesses. This proposal presents our understanding of the project and our proposed scope of services and fees based on information provided to Atlas.

TASK 1: PHASE 1 ESA

PURPOSE

The completion of a Phase I ESA is recommended to fulfill the requirements of EPA's "All Appropriate Inquiry Rule" (AAI), which establishes standards and practices for the performance of "all appropriate inquiries" to qualify for the innocent landowner, *bona fide* prospective purchaser, or contiguous property owner defenses under the Federal Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). Completion of the Phase I will provide the purchaser and lender defenses and relief from the strict liability imposed by CERCLA on owners of property contaminated with hazardous substances. As part of meeting the "all appropriate inquiries", we request completion of the attached Client/User Questionnaire upon authorization of this project.

The purpose of the Phase I ESA is to evaluate the subject property for the presence of potential "recognized environmental conditions." A "recognized environmental condition" is defined by ASTM as:

"The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property due to a release to the environment, under conditions indicative of a release to the environment, or under conditions that pose a material threat of future release to the environment. De minimis conditions are not recognized environmental conditions".

The Phase I ESA will be performed in accordance with the current American Society for Testing and Materials (ASTM) Standard Practice ASTM E1527-21.



SCOPE OF WORK

The Phase I ESA will include the tasks outlined as follows:

- **TASK 1** – Acquisition and Review of Data on the Historical Use of the Property
- **TASK 2** – Environmental Agency List Review
- **TASK 3** – Site Reconnaissance
- **TASK 4** – Interviews
- **TASK 5** – Contacts with Local Officials
- **TASK 6** – Reporting of Results

The Phase I ESA will also complete a Tier 1 VES and visual/desktop review of other non-ASTM scope items (asbestos, lead paint, radon, lead in drinking water, floodplains, and wetlands).

The Phase I ESA will not address the potential for methane, threatened or endangered species, or other items not listed in the ASTM Standards. These items may be added to the scope of services as needed for an additional fee.

Our scope of work does not include completion of the user responsibilities of reviewing a chain of title report and title records, and completing an environmental liens and activity use limitations search for evidence of potential environmental concerns for the subject property. These items are typically handled by the users' title review company and/or closing attorney. If requested, Atlas will review chain of title and title reports and complete an environmental lien and activity use limitations search and include findings in our report for an additional fee.

A Phase I ESA report is prepared upon receipt of database searches and completion of our site inspection. The report will outline the database and file searches, field investigation findings, and environmental professional certification. The report will contain text supported by photos, tables, and figures.

RESULTS

A Phase I ESA was completed by Atlas dated September 14, 2023. According to this report, the subject property is a mixed-use commercial and residential area with W Main Street traversing the center of the property.

Based upon our observations and information gathered during the Phase I ESA, this assessment has revealed evidence of the following recognized environmental conditions (RECs) in connection with the subject property:

140 West Main Street formerly operated two underground storage tanks (USTs). While not identified as a REC in the Phase I due to achieving regulatory closure on the tanks, now that the City of Statesboro plans to purchase the entire parcel and demolish the convenience store, Atlas recommends further investigation to ensure that no contamination was missed during tank closure.



202 West Main Street is a historical automotive facility. Based on a review of ascertainable information, the historical nature of automotive repair shop operations, and the longevity of operations (late 1960s through early 2020s), this property represents a REC to the subject property.

TASK 2: LIMITED PHASE II ENVIRONMENTAL SITE ASSESSMENT

PURPOSE & SCOPE OF WORK

Atlas proposes the following scope of work to evaluate the past commercial usage and assess the presence or absence of soil and groundwater contamination and potential vapor impacts at the subject property. The LSI will be completed in general accordance with the *ASTM E1903-11 Standard Practice for Phase II Environmental Site Assessments*. The following tasks are proposed for the LSI:

- 1) Prepare site-specific Health and Safety Plan (HASP) for use by Atlas and subcontractor personnel. Order public utility clearance through the Georgia 811 One-Call utilities protection center at least 48 hours in advance of drilling activity and contract a private utility locating service. Atlas will utilize other utility protection measures including a visual assessment of the work area and manual probing or hand-auguring to the extent practicable to minimize the potential for damage to underground utilities (*e.g.*, hand clearance of the initial five feet of each drilling location). Final clearance of all boring locations is the responsibility of the property owner and client. Atlas assumes no liability for damage to any unidentified underground utilities;
- 2) Mobilize a subcontracted, track-mounted drill rig equipped with direct-push technology (DPT) and/or hollow-stem auger tooling;
- 3) Advance up to six (6) vertical soil borings, designated B1 through B6, across the site to assess soil and/or groundwater conditions. The borings will be drilled in locations selected based on identified RECs, historical site layout, field observations, topography, and marked underground utilities. Each of the borings will be drilled to a maximum depth of 25 feet below ground surface (bgs), sample equipment refusal, or contact with groundwater, whichever is shallower. Approximate locations of the proposed borings and sampling locations are depicted on the attached figure;
- 4) Maintain lithologic logs by collecting and describing soil samples from each soil boring for physical description. Based on physical soil characteristics and boring depth, two soil samples (one surficial or near surface soil sample and one soil sample above the soil/groundwater interface) and one groundwater sample, if encountered, will be collected from each soil boring for laboratory analysis. If groundwater is not encountered or cannot be collected at select boring locations, a third soil sample may be collected *in lieu* of groundwater sampling. Soil and groundwater samples will be analyzed for VOCs, SVOCs, and RCRA Metals. Samples will be collected in laboratory-supplied containers and hand delivered under standard chain-of-custody procedures for laboratory analysis on a standard turnaround time;
- 5) Prepare a report documenting field activities. The report will include text describing sample collection procedures and laboratory analytical results, tabulated laboratory analytical results,



figures depicting drilling and sample locations, boring logs, and the laboratory analytical data reports. Recommendations for additional action will be provided, if warranted.

WORKER SAFETY

The safety of our employees is of paramount concern to Atlas. Work will be completed by 40-hour HAZWOPER trained personnel and completed under the direction of a Georgia registered professional geologist. The Client will be notified if the location of your project represents a potential safety concern to our employees. Unsafe conditions for fieldwork will require a modification of our estimated scope of work and associated fees. Atlas will advise the Client of additional costs necessary to mitigate these unanticipated conditions, if applicable.

COST AND SCHEDULE

Atlas proposes to complete the scope of work outlined above in Task 1: Phase I ESA as a **Lump Sum of \$5,000** and Task 2: LSI is proposed to be completed as time and materials, **not to exceed \$26,500.00**.

A breakdown of estimated costs for Task 2: LSI are as follows:

Project Coordination, Management and Field Labor Services	\$4,000.00
Subcontractors: <i>Drilling, Laboratory Analytical Services, and Utility Clearance Services</i>	\$16,500.00
Project Expenses, Mileage, Supplies & Equipment	\$1,500.00
Data Evaluation and Reporting	\$4,500.00
PROJECT TOTAL:	\$26,500.00

Our services will be invoiced at the completion of the project. While the Phase I ESA was completed prior to this proposal after verbal authorization, the City of Statesboro has not been invoiced for it yet.

Atlas will not exceed the cost estimate for the scope of work without written authorization from the Client. If additional work is required due to unforeseen circumstances, or additional work is requested by the Client for work beyond what is scoped in this proposal, Atlas will request and submit a Change Order for approval.

We are prepared to arrange property access and schedule the fieldwork immediately upon written notice to proceed (NTP). **Atlas anticipates completion of the entire project within 3 weeks of the date of field work. Drillers typically schedule 4 to 6 weeks out.** Standard turnaround for the laboratory analysis is ten business days, but rush laboratory analytical services can be arranged for an additional fee.



CLIENT RESPONSIBILITIES AND LIMITATIONS

The proposed fee estimates and schedule in this proposal are based on Client responsibilities that include, but are not limited to, obtaining permission from the property owner(s) for the inspectors to perform the sampling necessary to provide the details required for completion of this work. Atlas assumes access to the project area will be unrestricted and all activities can be performed on weekdays during normal business hours.

This work is destructive in nature and will require small diameter holes drilled through concrete or asphalt surfaces. Atlas will fill or patch to grade any holes drilled using like materials. Atlas is not responsible for providing any and all restoration services and repairs, as required by the owner(s) or Client.

THIRD PARTY RELIANCE

If the report or a letter of reliance is to be addressed to a third party other than **the City of Statesboro**, that party must be identified by **the City of Statesboro** prior to report issuance and accept the terms and limitations in the report and/or Letter of Reliance, unless an alternative written agreement is executed between Atlas and the third party. Upon request, and within six months of the completion of the report, Atlas will prepare a reliance letter under a separate Secondary Client Agreement for an additional fee of \$500 per letter, per third party.



Mr. Brad Deal
City of Statesboro
July 3, 2025
Page 6

PROJECT AUTHORIZATION

Atlas is prepared to perform these services according to the scope of services described herein and upon your written notification to proceed or NTP. This proposal pricing is valid for 90 days.

Thank you for the opportunity to provide a proposal for this project. If you have any questions or require further information, please contact us via email. Thank you again for your consideration.

Respectfully submitted,

ATLAS


Morgan Mullins, EP, PG
Senior Geologist
morgan.mullins@oneatlas.com

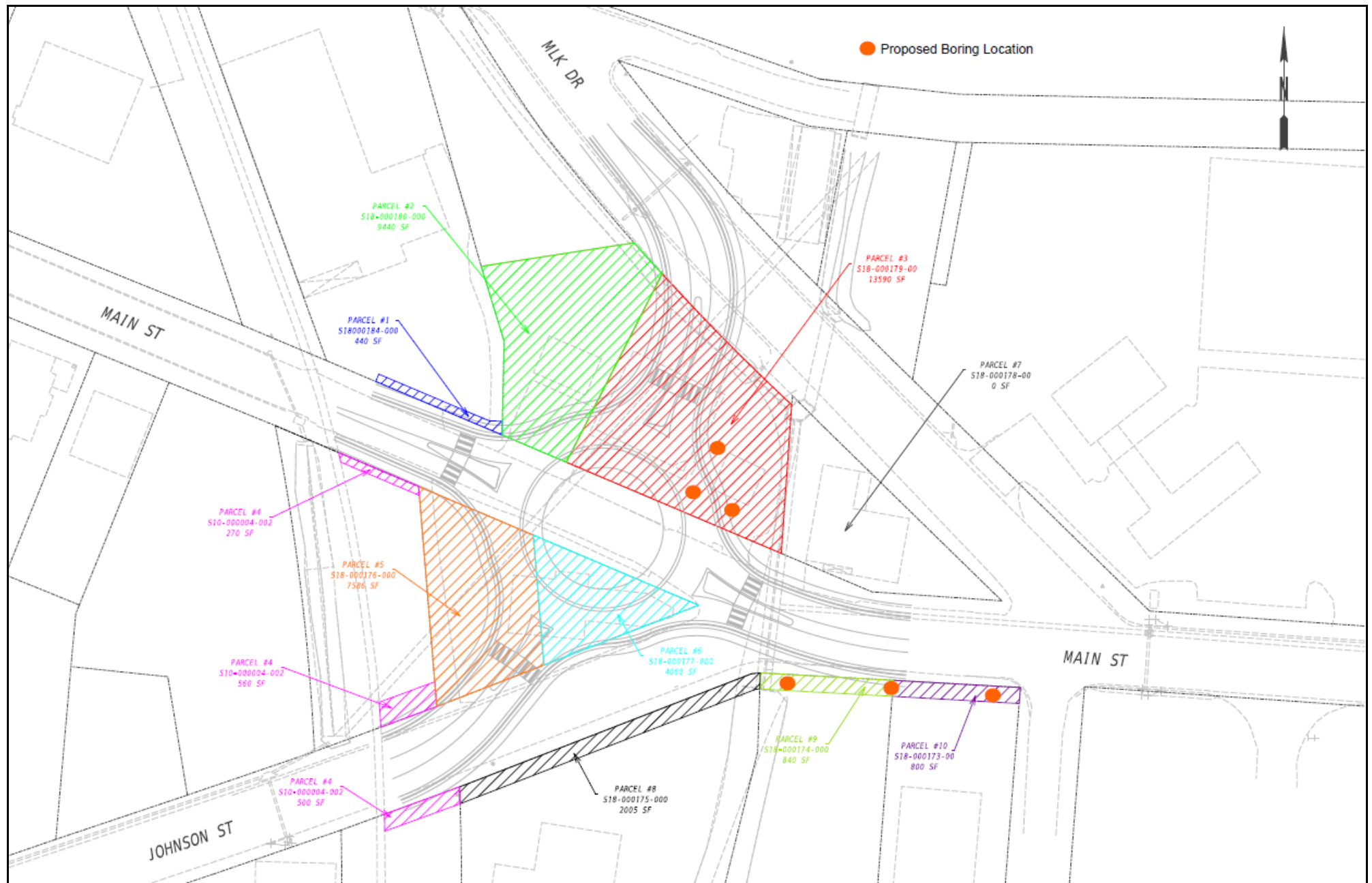

Maureen McDonnell, PE
Vertical Program Manager
Maureen.mcdonnell@oneatlas.com



Teresa Scott
Senior Project Manager
teresa.scott@oneatlas.com

Attachments: Proposed Boring Location Map

PROPOSED BORING LOCATION MAP



PROPOSED BORING LOCATIONS

SOURCE: ROW Exhibit

SCALE: NTS



W MAIN STREET ROUNDABOUT – ENG123c
STATESBORO, BULLOCH COUNTY, GEORGIA
ATLAS PROJECT NO. 14871

CITY OF STATESBORO

COUNCIL

Tangie Johnson, District 1
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Ginny Hendley, District 3
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Shari Barr, District 5



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

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

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

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

Date: 7/28/2025

RE: Task Order with Cranston, LLC on ENG-92 West Main Streetscape Project for Engineering Design Services for new parking lot at 45 West Main St.

Policy Issue: Purchasing

Recommendation:

Engineering staff recommends approval of the task order.

Background:

Engineering design work on the West Main Streetscape Project is currently in progress through a contract with Cranston, LLC. Property at 45 West Main St. has been acquired by the City for construction of a parking lot. Some on-street parking will be eliminated in the proposed construction of the streetscape project. The construction of the new parking lot at 45 West Main St. will include approximately 36 parking spaces and provide a net increase in downtown parking spaces when the project is complete. Currently there are approximately 33 parking spaces in the West Main area (excluding the existing West Main/South College St. parking lot), and this proposed design will increase the total number of spaces to approximately 55. In addition, the proposed parking lot would be constructed in the initial phase of the project, so as to provide needed parking in the area during construction on West Main St.

The scope of this proposal includes topographical survey, drainage design, preliminary plans, final plans, erosion control design, irrigation design, landscaping design, and opinion of probable cost. This work was not included in the scope of the original project design contract.

Budget Impact:

ENG-92 has a total budgeted amount of \$2,300,000 for design and construction from 2018 TSPLOST funds. The original design contract with Cranston was in the amount of \$181,360. The total cost of this Task Order is \$33,200.

Council Person and District: Paulette Chavers, District 2

Attachments: Proposal from Cranston, LLC



452 Ellis Street Augusta, Georgia 30901
PO Box 2546 Augusta, Georgia 30903
706.722.1588

July 2, 2025

Mr. Brad Deal, PE
Director of Public Works & Engineering
City of Statesboro, Georgia
Brad.deal@statesboroga.gov

RE: 45 West Main
Parking Lot Improvements
Cranston File No.: 2024-0108
Rev.1

Dear Mr. Deal:

We are pleased to submit the following proposal for professional engineering and surveying services for a new parking lot at 45 West Main Street. We are familiar with the site having developed parking concepts as part of the West Main – East Main Street Streetscape project. Cranston is also currently working with the City of Statesboro to combine the subject parcel with the parcel at 6 North College Street to support the parking upgrade initiative.

The project area, including the parcels at 45 West Main Street and 6 North College Street encompass 0.42-acre. The subject lots are currently developed as commercial real estate. We understand the City of Statesboro is in the process of acquiring these properties.

This proposal outlines the project as we understand it, the scope of services offered, and the proposed fees.

SCOPE OF WORK

The proposed scope of work includes surveying and engineering design services for a new parking lot. Project design elements are anticipated to include new parking, access points, pedestrian upgrades, and drainage improvements. We have included scope for minor landscaping improvements and site lighting infrastructure.

TASK #1: SURVEY SERVICES

- Perform a topographic/feature survey of the project area. The contour interval will be one foot and will be based upon the North American Vertical Datum of 1988, commonly called Mean Sea Level. The horizontal datum will be the Georgia State Plane Coordinate System, East Zone (North American Datum of 1983). Underground utilities will be shown in approximate location based on coordination with the City of Statesboro and private utility companies. A private utility locate is not included.
- Cranston will complete a field plan review of the survey for the project area.

TASK #2: PRELIMINARY DESIGN

- Cranston will develop a preliminary site plan. These drawings will reflect an approximate 50% complete design.
- The preliminary site plan will include demolition limits, new parking layout, and appropriate construction notes to convey the work required to develop the new parking lot.
- If requested, Cranston will include electrical design services and will provide appropriate coordination with City of Statesboro.
- A preliminary opinion of probable construction cost will be prepared.
- We will coordinate a preliminary site plan review meeting with all project stakeholders.
- We understand that permit reviews will be integrated into the City's preliminary and final design review process.

TASK #3: FINAL DESIGN

- Following approval of the preliminary plans, Cranston will prepare Construction Documents and Technical Specifications for final review and permitting.
- We anticipate the Construction Drawings will include the following elements: cover; notes and legend; demolition plan; site plan; staking; grading; erosion and sediment control; and all respective Civil details necessary for construction. Electrical drawings will reflect all necessary design information, specifications, and details for construction.
- We anticipate a total disturbed area of less than one-acre. Therefore, we anticipate a single-phase soil erosion and sediment control plan. Should the scope of work increase such that the disturbed area increases to greater than one (1)-acre, then a three (3)-phase plan will be developed through a supplemental services agreement.
- Cranston will prepare a final opinion of probable construction cost.
- We understand that permit reviews will be integrated into the City's preliminary and final design review process.
- We will provide Construction Drawings and Specifications to the City of Statesboro for advertising and bidding.

TASK #4: CONSTRUCTION ADMINISTRATION

- Respond to pre-construction questions.
- Attend one (1) pre-construction conference.
- Review of civil shop drawings and submittals.
- Plan and specification interpretation during construction.
- Responding to contractor questions during construction.
- We anticipate a construction schedule of approximately 60-days. Based on this schedule we propose completing two (2) site visits. This includes a punchlist development meeting once substantial completion is achieved.
- General consultation throughout the construction phase of the project.
- Construction Administration for the Electrical Engineering scope is in this task.

ASSUMPTIONS AND EXCLUSIONS

- City of Statesboro land disturbance and single-phase erosion control are the only anticipated review authorities for site plan approval. Any required permitting fees will be paid by the Owner. If requested, Cranston will pay the review charge as a reimbursable fee on a cost plus 15% basis.
- GDOT permitting is not anticipated and therefore not included in the scope.
- The scope of work does not include any utility design or relocation coordination.
- Preparation of the Notice of Intent (NOI) and Notice of Termination (NOT) are not anticipated as we anticipate a disturbed area of less than 1-acre.
- Irrigation design is excluded. If desired, please add \$1,450.
- Construction and materials testing services are excluded.
- Any services not expressly included in this proposal are excluded; however, any additional services may be provided on a time and material basis or as a separate agreement upon request.

FEE PROPOSAL

PROPOSED SERVICES	PROPOSED FEE
Task #1 – Survey Services (Lump Sum)	\$3,900.00
Task #2 – Preliminary Design (Lump Sum)	\$8,280.00
Task #3 – Final Design (Lump Sum)	\$16,770.00
Basic Services Total:	\$28,950.00
<u>ADDITIONAL SERVICES (AS REQUESTED)</u>	
Task #4 - Construction Administration (Lump Sum)	\$6,310.00
Task #5 - Electrical Design and Site Lighting (Lump Sum)	\$6,500.00
Task #6 – Landscape Design (Lump Sum)	\$2,800.00
Task #7 - Reimbursables (Lump Sum)	\$1,500.00

We expect to submit periodic invoices as the work progresses and to receive payment within thirty (30) days thereafter.

TIME OF COMPLETION

We are prepared to initiate planning and coordination services based on your direction to proceed. A formal schedule will be developed following our notice to proceed. However, for planning purposes we anticipate the following durations per task. Please note the preliminary durations below do not include Owner review periods.

- Preliminary Design: 3 weeks
- Final Design: 4-6 weeks
- City of Statesboro Permitting: 2-4 weeks

We appreciate your confidence in our firm and the opportunity to submit this proposal. We trust that you find it satisfactory. Should you have any questions concerning the scope of the services offered, please contact me at your earliest convenience.

Sincerely,

CRANSTON LLC



Tom Dunaway, P.E., MBA

Vice President – Operations

ACCEPTED:

City of Statesboro, Georgia

BY: _____

TITLE: _____

DATE: _____