



**October 06, 2020 9:00 am**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Venus Mack
3. Recognitions/Public Presentations
  - A) Proclamation for Georgia Cities Week
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 09-15-2020 Work Session Minutes
    - b) 09-15-2020 Council Minutes
6. Public Hearing and First reading of **Ordinance 2020-07**: An Ordinance creating Chapter 80: Non Discrimination and Equity.
7. Public Hearing and First reading of **Ordinance 2020-09**: An Ordinance amending Chapter 2 Article II Division 3 sections regarding the Commission on Diversity and Inclusion renaming to One Boro Commission and grant scope of authority relating to workplace development currently held by Works Commission and violence prevention as well as referencing duties created under Chapter 80.
8. Public Hearing and First Reading of **Ordinance 2020-10**: An Ordinance amending Chapter 58 section 9 to require public hearings before renaming of existing roads by Mayor and Council.
9. Public Hearing and First Reading of **Ordinance 2020-11**: An Ordinance amending Chapter 6 section 17(d) to allow the City Manager or designee to review and approve applications for open container exemptions.
10. Consideration of a motion to approve the Portfolio V Supplemental Contract and First Amendment to amend the Gas Supply Contract between the City of Statesboro and the Municipal Gas Authority of Georgia.
11. Consideration of a motion to award a contract to Resource + Land Consultants to provide environmental consulting services for the 2019 Community Development Block Grant (CDBG) project. Funding is provided by Community Development Block Grant and 2013 SPLOST.

12. Other Business from City Council

13. City Managers Comments

14. Public Comments (General)

A) Annie Bellinger requests to speak about code enforcement on properties in the city.

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

16. Consideration of a Motion to Adjourn

# **A PROCLAMATION BY THE MAYOR AND CITY COUNCIL OF STATESBORO, GEORGIA**

## **GEORGIA CITIES WEEK**

**October 4 – 10, 2020**

**WHEREAS:** city government is the closest most citizens, and the one with the most direct daily impact upon its residents; and

**WHEREAS:** city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

**WHEREAS:** city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

**WHEREAS:** Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

**WHEREAS:** this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

**WHEREAS:** the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

**WHEREAS:** Georgia Cities Week offers an important opportunity to convey to all citizens of Georgia that they can shape and influence government through their civic involvement.

**NOW, THEREFORE** be it resolved that the City of Statesboro declares October 4-10, 2020 as Georgia Cities Week.

**BE IT FURTHER RESOLVED** that the City of Statesboro encourages all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

**PASSED AND ADOPTED** by the City of Statesboro this 6<sup>th</sup> day of October, 2020

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Jonathan McCollar, Mayor



CITY OF STATESBORO  
WORK SESSION MINUTES  
SEPTEMBER 15, 2020

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Mayor & Council Work Session

50 East Main Street

4:00 PM

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A Work Session of the Statesboro City Council was held on September 15, 2020 at 4:00 p.m. in City Hall Council Chambers, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Phil Boyum, Paulette Chavers, Venus Mack John Riggs and Shari Barr. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Information Officer Layne Phillips.

Mayor Jonathan McCollar called the meeting to order.

**1. Non-Discrimination Ordinance**

City Attorney Cain Smith reviewed with Mayor and Council the updated version of Chapter 80 Non-Discrimination Ordinance. Part 1 includes the reporting of hate crimes and training of law enforcement. Part 2 is about promoting non-discrimination in city purchasing and contracting. Part 3 is the equity provision as presented by One Boro.

Mayor Jonathan McCollar invited Reid Derr to speak regarding his concerns about this ordinance. Reid Derr a member of Trinity Presbyterian Church spoke of his concerns with regarding section 80-2 (a)(b)(c) and (f). Mr. Derr stated this is a very broad piece of legislation and proposed amendments to include conscientious objection.

After some discussion, direction was given to strike section 80-58 and set the percentage in section 80-56 to six (6) percent. A presentation for first reading will be at the next council meeting.

City Manager Charles Penny presented to Mayor and Council the Minority Vendor expense report. The percentage of MFBE vendors currently used by the City for operating expenses and capital expenses is eight (8) percent.

**2. Street Renaming Ordinance**

City Attorney Cain Smith presented the amendment to the street renaming ordinance, which includes the process for renaming of any streets in the City of Statesboro. It would be required to send letters to individuals and business impacted by a street name change. In addition, a required public hearing would be held two weeks prior to the adoption of street name change. This ordinance will move forward for first reading at the next Council Meeting.



### **3. Open Container Ordinance**

City Attorney Cain Smith presented an amendment to Chapter 6 – 17 “Open Containers” allowing the approval to be done by the City Manager. This ordinance revision will be move forward for first reading at the next City Council meeting.

### **4. Property Management Code/Ordinance**

### **5. Land Bank**

### **6. Housing Authority**

### **7. Amendment to Service Delivery Strategy**

Agenda items 4, 5, 6, and 7 will be addressed during the regular meeting under “Other Business”.

The meeting was adjourned at 5:27 pm.



CITY OF STATESBORO  
COUNCIL MINUTES  
SEPTEMBER 15, 2020

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

**1. CALL TO ORDER**

Mayor Jonathan McCollar called the meeting to order

**2. INVOCATION AND PLEDGE**

Councilmember Paulette Chavers gave the Invocation and Pledge of Allegiance.

**ATTENDENCE**

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

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

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

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

**A) Approval of Minutes**

- a) 08-18-2020 Work Session Minutes
- b) 08-18-2020 Council Minutes
- c) 08-18-2020 Executive Session Minutes
- d) 09-08-2020 Public Hearing Minutes (9:00 am)
- e) 09-08-2020 Public Hearing Minutes (6:00 pm)

**B) Consideration of a Motion to the due date of December 20<sup>th</sup> 2020 for the City of Statesboro Property Tax Bills**

A motion was made to approve the consent agenda

**RESULT:**

Approved (Unanimous)

**MOVER:**

Councilmember John Riggs

**SECONDER:**

Councilmember Venus Mack

**AYES:**

Boyum, Chavers, Mack, Riggs, Barr

**ABSENT**

**5. Public Hearing & Consideration of a Motion to approve application for Sec.6-17(d) exemptions to open container prohibition:**

**A) The Blue Room**

**9/19/2020**

**12pm-1:30 am**

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve application of exemption to open container for the Blue Room on 9-19-2020 from 12pm -1:30am.

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

6. **Public Hearing and Consideration of a Motion to approve Resolution 2020-25: A Resolution setting the millage rate for ad valorem (property) taxes for the 2020 calendar year for the City of Statesboro, Georgia at 7.308.**

A motion was made to open the public hearing.

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

No one spoke for or against the request.

A motion was made to close the public hearing.

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

A motion was made to approve **Resolution 2020-25**: setting the millage rate for ad valorem (property) taxes for the 2020 calendar year for the City of Statesboro, Georgia at 7.308.

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

7. **Consideration of a motion to approve Resolution 2020-26: A Resolution authorizing the waiver of any payment in lieu of taxes (PILOT) by the Statesboro Housing Authority to the City of Statesboro for the 2019 tax year in the amount of \$25,182.93.**

A motion was made to approve **Resolution 2020-26** authorizing the waiver of any payment in lieu of taxes (PIOLT) by the Statesboro Housing Authority to the City of Statesboro for the 2019 tax year in the amount of \$25,182.93.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Phil Boyum

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

8. **Consideration of a Motion to approve Resolution 2020-27: A Resolution to adopt the first amendment to the six-year Capital Improvements Program for the Fiscal Year 2020-2021 through 2025-2026 for the City of Statesboro, Georgia.**

A motion was made to approve **Resolution 2020-27** adopting the first amendment to the six-year Capital Improvements Program for the Fiscal Year 2020-2021 through 2025-2026 for the City of Statesboro, Georgia.

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

9. **Consideration of a Motion approve Resolution 2020-28: A Resolution to adopt the first amendment to the Fiscal Year 2021 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated**

A motion was made to approve **Resolution 2020-28**: adopting the first amendment to the Fiscal Year 2021 budget for each fund of the City of Statesboro, Georgia, appropriating the amounts shown in each budget as expenditures/expenses, adopting the several items of revenue anticipations, and prohibiting expenditures or expenses from exceeding the actual funding appropriated

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

10. **Consideration of a Motion to Approve Resolution 2020-29: A Resolution accepting Right-of-Way of Tormenta Way as a public street to be owned and maintained by the City of Statesboro, Georgia.**

A motion was made to Approve **Resolution 2020-29**: accepting Right-of-Way of Tormenta Way as a public street to be owned and maintained by the City of Statesboro, Georgia.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember John Riggs
<b>SECONDER:</b>	Councilmember Phil Boyum

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

**11. Consideration of a Motion to approve the amended Development Agreement with JGR Development allowing for final disbursement of \$1,155,404.10 for paid or outstanding invoices with an additional \$250,000 retained by City for payment of final costs as approved by City Manager.**

A motion was made to approve the amended Development Agreement with JGR Development allowing for final disbursement of \$1,155,404.10 for paid or outstanding invoices with an additional \$250,000 retained by City for payment of final costs as approved by City Manager.

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

**12. Consideration of a motion to approve a Mutual Aid Agreement with the City of Swainsboro regarding Fire Protection.**

A motion was made to approve a Mutual Aid Agreement with the City of Swainsboro regarding Fire Protection.

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

**13. Other Business from City Council**

Mayor Jonathan McCollar stated the items remaining from the previous work session will be addressed at this time.

Planning Director Kathy Fields presented a draft preventative maintenance ordinance, which would allow for detailed evaluation of buildings that are unfit for human habitation or current business use.

The next item addressed was the incorporation of the Statesboro-Bulloch County Land Bank into our code of ordinances. This authority promotes affordable housing, assembles tracts for public parks or other public purposes and promotes commercial ventures. The Land Bank Authority allows the City to acquire property or receive donated property including tax delinquent properties.

Kathy also addressed the adding of the Statesboro Housing Authority to the City's code of ordinances. The Statesboro Housing Authority has access to Federal Funds for public-private partnerships for new development and rehabilitation. The use of these funds can be used for new development and can re-invigorate neighborhoods. A partnership with the Housing Authority would help to maximize housing opportunities in the City of Statesboro.

Lastly, the Service Delivery Strategy (SDS) needs to be amended in order to apply for the next round of Community Development Block Grant (CDBG) funds. The proposed amendment includes the addition of the Land Bank and Housing Authority as new entities providing services to the City and the addition of the Housing and Urban Redevelopment.

Mayor Jonathan McCollar introduced Dorsey Baldwin as the new chairperson for the Statesboro Housing Authority. Dorsey Baldwin stated the Statesboro Housing Authority will have its regular monthly meetings on the 3<sup>rd</sup> Thursday of every month at 6:00 pm. Ms. Baldwin stated there will be a retreat this Saturday in the City Hall Council Chambers for the members of the Housing Authority.

Phil Boyum suggested using some of the CARES Act funding to expand internet opportunities throughout the City.

Mayor McCollar asked about an executive order regarding the expansion of spaces for bars and restaurants to serve more patrons. The order would coincide with the Governors order as it pertains to public gatherings. The executive order would be in place for 60 days and revisited at that time.

#### **14. City Managers Comments**

City Manager Charles Penny updated Mayor and Council about the CARES Act funding stating we were able to pull down the first round of funding. We have not received any indication from the State if the next round of funding is available.

Mr. Penny informed mayor and Council of additional testing that began last Thursday at Luetta Moore Park by East Georgia Health Center. Testing at the park will be done on Tuesdays and Thursdays.

Mr. Penny announced a ceremony for the renaming of Lester Road to Coach Lee Hill Boulevard would be held on October 10<sup>th</sup> at 10:00 am in the Statesboro High School parking lot.

#### **15. Public Comments (General)**

##### **A) Reid Derr to address Mayor and Council regarding concerns with the proposed Anti-Discrimination Ordinance.**

Reid Derr did not address his concerns at this time, as he was able to speak at the previous work session regarding this proposed ordinance.

##### **B) Marsha Twiggs to speak about her concerns about the ditch along Stockyard Road.**

Marsha Twiggs addressed her concerns of safety along Stockyard Road due to the ditch. Ms. Twiggs stated she has to step into the road to get her mail. The traffic in the area is increasing and there is no room to walk on the side of the road. Ms. Twiggs says she is requesting a covered ditch with dirt or a covered ditch with a paved sidewalk.

City Manager Charles Penny stated we need to staff to find out how much the project would be to fix this area as the ditch is there to alleviate the flooding on the road from going to houses that sit lower than the road. Currently the funding we have for drainage projects is committed. We will report to council and Ms. Twiggs with what we believe the cost will be for the project.

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

No Executive Session was held.



## 17. Consideration of a Motion to Adjourn

A motion was made to adjourn.

**RESULT:**

Approved (Unanimous)

**MOVER:**

Councilmember John Riggs

**SECONDER:**

Councilmember Venus Mack

**AYES:**

Boyum, Chavers, Mack, Riggs, Barr

**ABSENT**

The meeting was adjourned at 6:27 pm.

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Cain Smith, City Attorney

**Date:** September 29, 2020

**RE:** October 6, 2020 City Council Agenda Items

**Policy Issue:** *First reading of proposed amendment to the Statesboro Code of Ordinances creating Chapter 80: Non Discrimination and Equity. Chapter 80 consists of three Articles: Non-Discrimination Ordinance, Non Discrimination in Purchasing and Contracting, and Equity Provision.*

**Recommendation:** N/A

**Background:** Mayor and Council voted to move this measure forward to First Reading at the September 15, 2020 work session.

**Budget Impact:** TBD

**Council Person and District:** All

**Attachments:** Proposed amended version of Chapter 80

**Ordinance 2020-07:**

**Chapter 80. – Non Discrimination and Equity**

**Article 1 Anti Discrimination Ordinance**

**Sec. 80-1. - Definitions.**

For purposes of this ordinance, certain terms shall be interpreted or defined as follows unless the context clearly indicates otherwise.

*Age* means an individual's chronological age.

*Business* means any person or entity conducting business within the City, which is required to obtain a license or permit. For purposes of this ordinance, no department of any government agency shall be considered to be a business (notwithstanding licensure by the City).

*Complainant* means an individual that files a complaint pursuant to this ordinance.

*Disability*, which includes physical and mental impairments, shall be interpreted co-extensively with the meaning given to that term under the Americans With Disabilities Act, codified at 42 U.S.C. § 12101 et seq., except that if a person would be considered to have a disability but for the use of a mitigating measure, that person shall nevertheless be considered to have a disability within the meaning of this ordinance.

*Employee* means any person employed by or seeking employment from any business within the City of Statesboro. Employee does not include any individual employed by such individual's parents, spouse or child or in the domestic service of any person.

*Familial status* means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or have resided together in the past, and persons who have a child in common regardless of whether they have been married or have lived together at any time.

*Family* includes a single individual.

*Gender identity* means the actual or perceived gender-related identity, expression, appearance, mannerisms, or other gender related characteristics, regardless of the individuals designated sex at birth.

*Mediator* means a qualified neutral third party that will attempt to assist the Complainant and the Respondent(s) to arrive at a mutual agreement to resolve a complaint.

*Military status* means a person who is serving or has served in the uniformed services, and who was discharged or released under conditions other than dishonorable, as specified in 38 U.S.C. 101(2), or amendments thereto. Uniformed services are defined as set forth in 20 C.F.R. 1002.5(o), or amendments thereto.

*Parental status* means being a parent, stepparent, adoptive parent, guardian, foster parent or custodian of a minor child or children.

*Person* means an individual, corporation, partnership, association, labor organization, legal representative, mutual company, joint-stock company, trust, unincorporated organization, trustee, trustee in bankruptcy, receiver and fiduciary.

*Place of public accommodation* means any place, store, or other establishment that supplies accommodations, goods or services to the general public, or that solicits or accepts patronage or trade to the general public, or that is supported directly or indirectly by government funds. The term does not include any private club, bona fide membership organization, or other establishment that is not in fact open to the public.

*Religious organization* means an entity which: conducts regular worship services; or is qualified as a religious organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, that is not required to file IRS Form 990, Return of Organization Exempt From Income Tax, under any circumstances.

*Rental housing* means any real property which is required to obtain a license or permit from the City of Statesboro.

*Respondent* means the individual and/or business accused of violating this ordinance in a complaint.

*Sexual orientation* means an individual's actual or perceived orientation as heterosexual, homosexual, bisexual or asexual.

*To rent* means to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

**Sec. 80-2. - Unlawful practices.**

a. It shall be an unlawful discriminatory practice for a business, because of the race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity, age or military status of any person to refuse to hire or employ such person to bar or discharge such person from employment or to otherwise discriminate against such person in compensation or in terms, conditions or privileges of employment; to limit, segregate, separate, classify or make any distinction in regards to employees; or to follow any employment procedure or practice which, in fact, results in discrimination, segregation or separation.

b. It shall be an unlawful discriminatory practice for a business to discriminate against any person in the terms, conditions or privileges of sale or rental of real property, age or rental housing, or in the provision of services or facilities in connection therewith, because of race, religion, color, sex, disability, familial status, national origin, ancestry, sexual orientation, gender identity or military status, or to discriminate against any person in such person's use or occupancy of rental housing because of the race, religion, color, sex, disability, familial status, national origin ancestry, sexual orientation, gender identity, or military status of the people with whom such person associates.

- c. It shall be an unlawful discriminatory practice for any business, as defined herein being the owner, operator, lessee, manager, agent or employee of any place of public accommodation, to refuse, deny or make a distinction, directly or indirectly, in offering its goods, services, facilities, and accommodations to any person as covered by this ordinance because of race, religion, color, sex, disability, national origin, ancestry, sexual orientation, gender identity, age or military status. Notwithstanding the above, nothing in this ordinance shall be construed to prevent any business as defined in this ordinance from offering, affording or providing any additional benefit or additional discount to a person because of such person's military status.
- d. Nothing in this ordinance shall be construed to mean that a business shall be forced to hire unqualified or incompetent personnel or discharge qualified or competent personnel or undertake an undue accommodation burden.
- e. Nothing in this ordinance shall prohibit an employer from requiring an employee, during the employee's hours at work, to adhere to reasonable and equitable dress or grooming standards not prohibited by other provisions of Federal, State, or local law, provided that all employees are permitted to dress in a manner consistent with their protected statuses including gender identity and sexual orientation.
- f. Nothing in this ordinance shall prohibit a religious organization to employ an individual of a particular religion to perform work connected with the performance of religious activities by the religious organization. Nor shall this ordinance prohibit a religious organization from limiting its non-commercial accommodations, advantages, facilities, membership, and privileges to persons of the same religion.
- g. Nothing in this ordinance shall prohibit a nonprofit private club in fact not open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- h. Nothing in this ordinance shall be construed to require any entity subject to this ordinance to make changes requiring a building permit to any existing facility, except as otherwise required by law.
- i. This ordinance shall not be construed in such a way as to violate any person's rights under the Constitution of the United States or the Georgia Constitution.

### **Sec. 80-3. – Complaint and Mediation**

- (a) Any person aggrieved by a potential violation of this article may file a complaint with the City Clerk on a form to be provided by the City. Any such complaint must be filed within one hundred eighty (180) days after the alleged act of discrimination. A filing fee of twenty five dollars (\$25.00) shall be paid by the complainant contemporaneously with the filing of all discrimination complaints, however, complainant shall receive a refund of the filing fee if the complaint survives the dismissal provisions of section 80-5(c).
- (b) The City Clerk shall cause the complaint to be served on the person charged with a violation as soon as practicable but in no event later than seven (7) calendar days after receipt of a verified complaint.

Service may be by personal service, by certified mail, return receipt requested or by statutory overnight delivery.

(c)The complaint shall first be referred to a mediator for non-binding mediation. Participation in mediation shall be voluntary for both parties. The mediator shall be a person, selected from a list provided by the City, to serve as the mediator. Any fees charged by the mediator shall be split equally between the parties, unless at the conclusion of the mediation, both parties agree to assess these costs of mediation in some other manner.

(d)Any mediation hereunder shall be conducted in accordance with procedures to be established by the mediator.

(e)If, within fifteen (15) days of the conclusion of the mediation, either party notifies the City Clerk in writing that such person is dissatisfied with the results of the mediation, or if either party elects not to participate in mediation, the complaint shall be referred to a hearing officer as per section 80-4.

**Sec. 80-4. - Hearings, burden of proof.**

(a)All complaints not resolved by mediation shall be heard before the Judge of the Municipal Court of Statesboro, Georgia.

Upon receipt of the letter of dissatisfaction with the results of the mediation, or if either party elects not to participate in mediation, the City Clerk shall forward complaint to Clerk of Municipal Court, who shall schedule a hearing in the Municipal Court of Statesboro within thirty days.

(b)In all hearing officer proceedings under this section, the burden of proof shall be on the complaining party. Further, the quantum of proof required to establish a violation under this article shall be based on a preponderance of the evidence.

**Sec. 80-5. – Hearing Procedure.**

(a)The person violator charged in the complaint shall have fifteen (15) days to file an answer to the complaint provided, however, the alleged violator charged shall have no obligation to file an answer to any complaint.

(b)Upon the expiration of the fifteen-day answer period, the hearing officer shall review the complaint and answer, if any, to determine:

(i) whether the complaint is in conformity of the requirements of section 80-3 above,

(ii) whether upon consideration of the complaint and answer, the complaint is unjustified, frivolous, or patently unfounded, or

(iii) whether upon consideration of the complaint and answer, the complaint demonstrates facts sufficient to invoke disciplinary jurisdiction as set forth in this article.

(c)If the complaint fails based upon the requirements of the foregoing subsection (b), the complaint shall be dismissed stating the basis for said dismissal.

(d)Upon a determination that the complaint should not be dismissed pursuant to the foregoing subsection (c), the hearing officer shall be empowered to collect evidence and information concerning

any complaint and to add the findings and results of its investigations to the file containing such complaint. In furtherance of this investigation, the hearing officer may:

(1) Seek such further information from the complainant or the alleged violator charged through inquiry or written questions, provided, however the alleged violator shall have no obligation to answer any inquiries, or

(2) Conduct a hearing regarding the allegations set forth in the complaint. At any hearing, the alleged violator who is the subject of inquiry shall have the right:

(i) to representation by counsel at all stages of these proceedings,

(ii) to written notice of the hearing at least ten (10) calendar days before the first hearing,

(iii) to hear and examine the evidence and witnesses,

(iv) to not testify, and

(v) to submit evidence and call witnesses to oppose or mitigate the allegations. In all hearings held under this section, the procedures and rules of evidence applicable in civil cases shall apply.

(e) All investigations under this section shall be completed within thirty (30) days of: receipt of the alleged violator's response or the expiration of the fifteen-day answer period. Should the investigation not be completed in said period, the complaint will be deemed dismissed as a failure to state facts sufficient to invoke the disciplinary jurisdiction of the City of Statesboro.

(f) Within seven (7) days of the completion of the investigation, the hearing officer shall either:

(1) Dismiss the complaint on the grounds that it is unjustified, frivolous, patently unfounded, or that it fails to state facts sufficient to invoke the disciplinary jurisdiction of the City of Statesboro, or

(2) Find that a violation of this article has occurred, and the hearing officer may apply a civil penalty in an amount up to five hundred dollars (\$500.00) for the first violation and \$1,000.00 or suspension/ revocation of the occupation tax certificate for subsequent violations. The hearing officer may recommend that the violator's occupation tax certificate be revoked. The recommendation for revocation must be voted upon by Mayor and Council within sixty (60) days of the hearing officer's recommendation.

(g) In addition, the mediator's fees shall be assessed to the non-prevailing party unless the hearing officer determines that the circumstances warrant assessing the costs in some other manner.

#### **Sec. 80-6. - Right to appeal.**

(a) Any party adversely affected by the findings or recommendations of the hearing officer may obtain judicial review of such decision as provided in this section.

(b) An action for judicial review may be commenced by filing an application for a writ of certiorari in the Superior Court of Bulloch County within thirty (30) days after the final action on a complaint pursuant to this article. The filing of such application shall act as supersedeas.

#### **Sec. 80-7. - Retaliatory conduct prohibited**



It is an unlawful practice under this for any person, owner, employer, labor organization, employment agency, or joint labor-management committee to:

- a. Aid, abet, incite, compel, or coerce the doing of any act defined in this chapter as an unlawful practice; or to intimidate, harass, retaliate, obstruct or discriminate against a person in any manner because such person has (i) complied with or proposes to comply with provisions of this chapter or (ii) has filed a complaint pursuant to this article or (iii) has taken other legal action provided for by this article or (iv) has testified or assisted in any proceeding under this article, or any order issued thereunder or (v) has opposed any practice made an unlawful practice under this chapter; or to attempt, either directly or indirectly, to commit any act defined in this chapter to be an unlawful practice; or to apply any economic sanctions or to deny accommodations or membership privileges because of a person's compliance with the provisions of this chapter; or
- b. Coerce, intimidate, threaten, or otherwise interfere with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected under this chapter.

#### **Sec. 80-9 - Promulgation of Ordinance**

All businesses licensed by the City must provide a copy of this Ordinance to their respective employees, within 60 days of obtaining their business license from the City of Statesboro. Regarding current businesses, whose license has already been obtained at the time that this Ordinance becomes effective, those businesses shall provide a copy of this Ordinance to their respective employees within 90 days of the Ordinance's effective date. The City manager shall send a notice regarding this requirement to all affected businesses (as of the day this Ordinance becomes effective) within seven days of the Ordinance's effective date.

#### **Sec. 80-10. - Report of Hate Crimes**

Responsibilities of law enforcement and other officials.

- a. The City of Statesboro shall develop guidelines for the identification, investigation, documentation, and reporting of hate crimes committed within the corporate limits of the City of Statesboro.
- b. The City of Statesboro shall provide training to its law enforcement personnel on local, state, and federal laws involving hate crimes as well as departmental policies on proper identification, investigation, documentation, and reporting of hate crimes.
- c. The City of Statesboro shall ensure that sufficient resources are made available to the Statesboro Police Department to develop and implement a standardized system for collecting and analyzing hate crimes committed within the corporate limits of the City.
- d. The City of Statesboro shall provide annual statistical data regarding the occurrence of hate crimes and the groups or individuals targeted to the Federal Bureau of Investigation, pursuant to 28 U.S.C. 534, for entry into the national crime information databases.

## **Article 2. - NONDISCRIMINATION IN PURCHASING AND CONTRACTING**

### **Sec. 80-50. - Definitions.**

The following words, terms and phrases, when used in this division shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Annual aspirational goal* means a non-binding annual aspirational percentage goal for overall MFBE prime and subcontractor participation in City contracts for construction, professional services, and other services contracts.

*Availability* means the percent of firms seeking to do business with the City that are ready, willing and able to do business with the City.

*Bidder* means any contractor, vendor or other person, partnership, corporation or other business entity that submits or desires to submit a bid to the City.

*Certified MBE* means an MBE (AABE, HBE, ABE, NABE) which meets the definitions of this section, and has been "certified" (i.e., approved) as an MBE by the Georgia Department of Economic Development.

*City* means the City of Statesboro, Georgia

*Commercially useful function* means the performance of real and actual services in the discharge of a contractual endeavor; or with respect to a contract relating to the sale of goods or other items, contractual liability for the failed delivery thereof. The business must perform some distinct element of work which the business has the skill, expertise or other necessary capabilities and/or attributes as well as the responsibility for actually performing, managing and supervising the work or manufacture and/or delivery of goods.

*Compliance* means the condition existing when a bidder has met the requirements of this Code section.

*Contract* means any binding legal obligation of the City created to acquire some good and/or service from one or more bidders, which is paid or which is to be paid for, in whole or in part, with monetary appropriations of the board. In this context, the terms "contracting," "purchasing" and "procurement" are synonymous and refer to the process or processes under which the City undertakes such acquisitions.

*Council* means the City Council of Statesboro, Georgia.

*Disparity* means that the availability of various businesses is greater than the utilization of any such businesses.

*EBO plan* means equal business opportunity plan which is designed to enhance the utilization of a particular racial, gender or ethnic group by a City bidder, contractor, or vendor or by the City.

*Female business enterprise (FBE)* shall mean a business which is an independent and continuing enterprise for profit, performing a commercially useful function and is owned and controlled by one or more females.

*Good faith/utilization efforts* means those active and aggressive measures undertaken by a bidder to acquire MFBE utilization.

*Independent* means that with respect to the ownership, control and activity of a MFBE, the business shall operate separate and apart from the ownership, control or undue influence of another business not owned and controlled by one or more minorities or females.

*Local MFBE Vendor* means an MFBE having a "brick and mortar" business within Bulloch County and having a City of Statesboro business license or Bulloch County business license.

*MFBE* means, alternatively, (1) severally, a minority business enterprise or a female business enterprise, or (2) collectively, minority business enterprises and female business enterprises, depending on the context in which it is used.

*Minority Business Enterprise (MBE)* means a business which is an independent and continuing operation for profit, performing a commercially useful function, and is 51 percent owned and controlled by one or more minority persons, and is certified as such by the Georgia Department of Economic Development. MFBEs shall include but not be limited to the following:

(1)*African American Business Enterprise (AABE)* means a business which is owned and controlled by one or more African American minority persons.

(2)*Asian American Business Enterprise (ABE)* means a business which is owned and controlled by one or more Asian American minority persons.

(3)*Hispanic Business Enterprise (HBE)* means a business which is owned and controlled by one or more Hispanic minority persons.

(4)*Native American Business Enterprise (NABE)* means a business which is owned and controlled by one or more Native American minority persons.

*Minority person* means a United States citizen or permanent resident alien (as defined by the Immigration and Naturalization Service) of the United States, including but not limited to, one who is a member of any of the following groups and meeting the definition(s) for same:

(1)*African American* means persons having ancestry with origins in any of the Black racial groups of Africa.

(2)*Asian American* means persons having ancestry with origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

(3)*Hispanic American* means persons of Spanish or Portuguese culture and ancestry with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

(4)*Native American* means persons having ancestry with origins in any of the original peoples of North America, including American Indians, Eskimos and Aleuts.

*Noncompliance* means the condition existing when a bidder has failed to meet the requirements of this program.

*Owned*, for purposes of determining whether a business is a minority business enterprise or female business enterprise, means that the minority or female owner(s) possess an ownership interest of at least 51 percent of the business.

*Person* means an individual, sole proprietorship, corporation, partnership, limited partnership, limited liability corporation, or other business association.

*Promise of nondiscrimination* means, collectively, one or more voluntary contractual affirmative promises and other promises of forbearance made by a bidder relating to the bidder's conduct occurring prior to submission of a bid as well as after award of a contract.

*Sole source* means the awarding of a contract or contracts to a single bidder without benefit of competition because the bidder is the only appropriate and/or qualified contractor or vendor available from whom the commodity, equipment, good or service can be procured.

*Waiver* means a determination of excused nonresponsiveness or noncompliance with the requirements of this Code section, including that of nondiscrimination, such that a bidder, contractor or vendor who has failed to achieve said requirements but has otherwise satisfactorily demonstrated efforts to do so shall be deemed to be responsive and compliant and the bidder, contractor or vendor shall be excused from the applicable penalties or sanctions.

#### **Sec. 80-51. - Scope and applicability.**

Except as provided herein below, the provisions of this Code section shall apply to City contracting and procurement, including construction and the acquisition of all commodities, equipment, goods, and services (including professional and nonprofessional services), however titled, and irrespective of the modality or manner procured, and irrespective as to whether purchased or leased.

#### **Sec. 80-52. - Annual goals for MFBE participation.**

An annual percentage goal for overall MFBE prime and subcontract participation in City procurement contracts **shall be twenty percent**. The annual goal is not to be applied to individual contracts, but rather, is intended to serve as a benchmark against which to measure the overall effectiveness of the nondiscrimination in purchasing and contracting program on an annual basis. Prime contractors shall make a good faith effort to reach the goal set out in this Section.

#### **Sec. 80-53. - Exclusions.**

The provisions of this article shall not apply to the following:

- (1) The acquisition of any interest or interests in real property including leaseholds;
- (2) Unique contracting where the unique nature of the item or service to be acquired renders the application of other bidder selection criteria inappropriate such that a sole source procurement may be required under City purchasing policies and regulations;
- (3) Emergency purchases as provided for in this Code;
- (4) Any other categories or subcategories of goods or services Mayor and Council may from time to time establish as excluded contracts upon recommendation of the director of the Department Central Services and approval by the City Manager.

**Sec. 80-54. - Methods for promoting nondiscrimination in purchasing and contracting.**

(a)*Policy of nondiscrimination by the City of Statesboro.* It is the policy of the City to promote and encourage full and open competition in City contracting and procurement.

(b)Website. There shall be maintained a website that contractors and vendors can use to obtain information on bids or certification.

(c)MBE certification. MBEs shall be encouraged to apply for certification by the Georgia Department of Economic Development.

(d)MFBE directory. A single unified list of all certified or designated City MFBE vendors and contractors shall be maintained. The list shall be coded to reflect designations relating to the type of vendor or contractor, MFBE or non-MFBE, or other relevant information as determined by the director of Central Services. The directory shall be maintained on a current basis.

(e)Enhancement of contracting opportunities. The City Manager, and the director of the Department of Central Services, and representatives from other departments involved with contracting and procurement practices shall review contracting and procurement practices such as sole source, multiyear, blanket and emergency purchases and shall also review size of contracts in order to determine whether such practices and contract size unnecessarily inhibit the ability of businesses to participate in the contracting and procurement activities of the City by reason of the race, color, gender or national origin of the ownership of any such business. Where such practices and contract size are identified as inhibitive, they shall be eliminated and/or diminished where practicable.

(f)Letter of contract award. When an MFBE receives a contract with the City, the City Manager may, upon request, furnish a letter stating the dollar value of the contract, its duration and other information about the contract which may be used by the MFBE to establish lines of credit with lending institutions.

(g)Prompt payment and certification. Every contract with the City for performance of work or purchase of any item shall contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received (less any retainage by the prime contractor prior to receipt of any further progress payments). In the event a contractor is unable to pay subcontractors or suppliers until it has received a progress payment from the City, the prime contractor shall pay all subcontractors or suppliers funds due from said progress payments within 48 hours of receipt of payment from the City. Throughout the duration of a construction project or other contract, and upon completion thereof, the City may request documentation to certify payments to subcontractors or suppliers

**Sec. 80-55. - Contractor discrimination.**

(a)Statement of policy. It is the policy of the City that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Mayor and Council that the City and all vendors and contractors doing business with it shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the City that the contracting and procurement practices of the City should not implicate the City as a passive

participant in discriminatory practices engaged in by private contractors or vendors who seek to obtain contracts with the City.

(b) Promise of nondiscrimination. In consideration of, and as condition precedent to, the right and privilege to bid on or obtain construction projects and other procurement contracts of the City, each bidder, contractor, or vendor shall be required to submit to the director of Central Services a duly executed and attested promise of nondiscrimination, enforceable at law, which by agreement, affidavit or other written instrument, unless subsequently amended by the board's attorney, shall provide substantially as follows:

"Know all persons by these presents, that I/We, (Name(s)), (Title(s)), (Name of bidder/contractor/vendor) (hereinafter "Company"), in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by the City of Statesboro, hereby consent, covenant and agree as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to the City for the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this company without regard to the race, color, gender or national origin of the ownership of this business;
- (3) That the promises of nondiscrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (4) That the promises of nondiscrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this company may hereafter obtain; and
- (5) That the failure of this company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling the board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.
- (6) That the bidder shall provide such information as may be required by the director of Central Services pursuant to this division."

**Sec. 80-56. - Mandatory subcontracting projects.**

The Department of Central Services, may designate certain procurement projects or contracts as requiring a certain number or percentage of subcontracting opportunities (wherein all subcontractors perform a commercially useful function). The "mandatory subcontracting" designation for a particular project is discretionary on the part of the Department of Central Services and should be applied only where there is a reasonable expectation, based on the various components of the project and subcontractor availability, that there will be a sufficient number of subcontracting firms ready, willing, and able to do the assigned work.

When appropriate, this provision is intended to reduce the number of projects on which prime contractors self-perform, precluding participation in City projects by a greater number of firms and limiting opportunities for smaller firms to grow capacity and gain experience.

#### **Section 80-57. – Local MFBE buying preference.**

The City of Statesboro desires to support local MFBE vendors and attempt to remedy historical disadvantages whenever possible. In order to facilitate this desire and also remain responsible to the residents of Statesboro and Bulloch County, the City of Statesboro shall have a six percent in-county MFBE vendor advantage. If a local MFBE vendor's quote or bid is within six percent of the lowest submitted bid and that lowest submitted quote or bid is from an out-of-county and/or non MFBE vendor, the local MFBE vendor shall have the right to match that bid and shall be awarded the contract. In the event there are two local MFBE vendors within six percent, the local MFBE vendor with the lowest quote or bid submittal shall have the first opportunity to match the out-of-county and or non MFBE vendor's quote or bid. If the lowest local MFBE vendor declines, the opportunity shall be offered to the next local MFBE vendor providing their bid is within the six percent range. This applies to purchases in the range of \$1,000.01 and up. When public works and/or street projects are involved, this policy shall not contradict state law regarding mandated procedures for these processes. In addition, this policy shall not contradict any state funding, federal funding or grant stipulations that may be required.

This section is implemented to supplement and enhance the local buying preference provisions set forth in Section 5-335.

### **ARTICLE 3 EQUITY PROVISION**

#### **Section 80-59. Legislative Intent**

Equity is a cornerstone of a thriving democracy and must be embedded in the internal and external actions of local government that contribute to the health and well-being of everyone in our City. Racial, physical, and social disparities persist across key indicators of access in Statesboro, including education, economic development, health, housing, jobs, criminal justice, transportation, the built environment, service equity, and arts and culture. The Mayor and City Council established a Commission on Diversity and Inclusion in 2018 (renamed One Boro Commission) to advise the Administration on efforts to promote equity, diversity, and inclusion. The goal of this equity agenda is to focus on achieving equity across all communities and ending the injustices caused by institutional and systemic racism and discrimination using data driven solutions.

#### **Section 80-60 Community Programming**

The Office of the City Manager, in collaboration with the COS Office of Community & Economic Development, will take special care to ensure that Community Development Block Grant (CDBG) funds be prioritized for organizations that serve communities historically disadvantaged due to racism and discrimination including African Americans, Latinos/as, and Native Americans and other marginalized populations.



### **Section 80-61 City of Statesboro Employee Equity and Access Training**

The Office of the City Manager will ensure that all City employees receive annual training on equity, diversity, and inclusion (EDI). This training will be implemented with input from members of the One Boro Commission on, as well as members from local organizations who engage in EDI-related work.

### **Section 80-63 Measuring and Monitoring a Campaign for Equity**

The Office of the Mayor will be responsible for monitoring, advising, and evaluating the City's Equity Agenda in the following manner:

- a. A group of representatives from each City authority, board, and commission will be responsible for reviewing, enhancing, and providing recommendations on the City of Statesboro's Equity Agenda. Recommendations will be submitted to the Office of the Mayor. The Equity Agenda should include policy recommendations for city-wide initiatives and policies to ensure equitable growth among key indicators of success: education, economic development, health, housing, jobs, criminal justice, the built environment, service equity, and arts and culture.
- b. The Office of the Mayor, the Office of the City Manager, and the One Boro Commission will develop and implement a communications strategy to promote summer jobs, job fairs, workforce development training centers, and community-based work experiences/partnerships to residents. The communications strategy will be submitted to the One Boro Commission for enhancement and recommendations. The communications strategy will be implemented city-wide with an emphasis on communities with the following characteristics: minority-majority communities, low-income and disproportionate crime rates and vacant buildings.
- c. The One Boro Commission will implement an annual dialogue on race, equity, and inclusion for the City of Statesboro community. Funds for this initiative will be made available through an administrative contractual expenditure line in the City's annual budget.
- d. The One Boro Commission will track outcomes over time and publish a report on the City's progress toward achieving equity by the end of each calendar year. The City will measure the collective actions and policies in the following equity areas: violence prevention; community programming; and city employee racial equity training. Concerted efforts will be made to disseminate this information in an annual report to the community in a readable and accessible form to allow for true dialogue and encourage feedback.

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Cain Smith, City Attorney

**Date:** September 29, 2020

**RE:** October 6, 2020 City Council Agenda Items

**Policy Issue:** *First reading of proposed amendment to the Statesboro Code of Ordinances Chapter 2 Article II Division 3 revising sections regarding the Commission on Diversity and Inclusion. Amendments would rename the Commission to One Boro Commission and grant scope of authority relating to workforce development and violence prevention, as well as referencing duties created pursuant to proposed Chapter 80. Upon passage of these amendments the Works Commission, which currently has scope of authority relating to workplace development, would cease to exist and all Code sections relating to it will need to be repealed as well.*

**Recommendation:** N/A

**Background:** Mayor and Council voted to move adoption of Chapter 80 forward to First Reading at the September 15, 2020 work session. This revision is necessary to reflect duties referenced in proposed Chapter 80 and streamline actions of Chapter 2 Commissions.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Proposed redlined amended version of Chapter 2, Article II, Division 3

**Ordinance 2020-09:**

**DIVISION 3. – ONE BORO COMMISSION**

**Sec. 2-55. - Establishment; appointment; terms; compensation; removal.**

There is hereby created a board to be known as the One Boro Commission. The One Boro Commission shall consist of eight members who shall be residents of Bulloch County. The term of office of each appointed member shall be two years, and the term shall begin on October 1st, and end at the stroke of midnight on September 30th. The initial term for initial members of the One Boro Commission shall end on September 30, 2020. The initial members of the One Boro Commission have been appointed at the time this chapter takes effect and shall hold office for the balance of their terms then remaining, and their successors shall be appointed by the Mayor and City Council for a term of two years. Vacancies on the One Boro Commission occurring other than by expiration of term shall be filled by an interim appointment for the unexpired term by the Mayor and City Council. The Mayor and City Council shall have the authority to remove any member of the One Boro Commission by a majority vote for cause, on written charges, after a public hearing. The Mayor and City Council in consultation with the One Boro Commission may appoint non-voting ex officio members to said commission to provide administrative support and/or subject matter expertise. All members shall serve without compensation.

**Sec. 2-56. - Chair; rules of procedure and bylaws; meetings; records.**

(a) The One Boro Commission shall elect a chair from among its members who shall serve for a term of one year and who shall be eligible for re-election as chairman.

(b) The One Boro Commission shall make its own bylaws and rules of procedure and shall determine its time and place of meetings.

(c) The transactions of the One Boro Commission are governed by the Georgia Open Meetings Act O.C.G.A. §§ 50-14-1 et seq., and it shall be the joint and several responsibility of the members to comply with the Georgia Open Meetings Act.

**Sec. 2-57. - Scope of authority.**

(a) The One Boro Commission shall have the authority to prepare studies and reports, strategies, education efforts and programs for the purpose of informing the governing body on policy matters related to promoting diversity, inclusion, and equity among the citizens of Statesboro connected to issues of poverty and prosperity.

(b) The One Boro Commission shall have the authority to prepare studies and reports strategies, education efforts and programs for the purpose of informing the governing body on policy matters related to promoting an inclusive workforce where job seekers are able to maximize their career potential by developing skills and educational credentials to earn a living wage and businesses with the talent they need to prosper.

(c) Further scope of authority and responsibilities for the One Boro Commission are set out in Chapter 80 of the Statesboro Code of Ordinances.

**Sec. 2-58. - Finances.**

The One Boro Commission, in the performance of its duties, may, with the approval of the Mayor and Council, cooperate with and accept funds from federal, state or local public or semipublic agencies or private individuals or corporations, and may expend such funds for the purposes of the commission with the approval of the Mayor and Council. Any grants received will be done so pursuant to Resolution 2012-19 or any other subsequently adopted grant policy of the city. All purchases shall be made in compliance with the city's purchasing policy as set out in chapter 5 of the Statesboro Code of Ordinances.

#### **Section 2-59 Violence Prevention.**

One Boro Commission will be responsible for convening stakeholders twice per calendar year, with additional meetings as needed, to develop action items to prevent upticks in violence, which shall be reported directly to Mayor and Council. These stakeholders shall be members of the Statesboro City Council, community members from districts disproportionately impacted by violence, at least one youth representative, representatives from the Statesboro Police Department, the Mayor's office, the Bulloch County School District, clergy, and members from violence prevention-related organizations.

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

**From:** Cain Smith, City Attorney

**Date:** September 29, 2020

**RE:** October 6, 2020 City Council Agenda Items

**Policy Issue:** *First reading of proposed amendment to Chapter 58 of the Statesboro Code of Ordinances revising Section 58-9 to require public hearings to be held before renaming of existing roads by Mayor and Council.*

**Recommendation:** N/A

**Background:** Mayor and Council voted to move this measure forward to First Reading at the September 15, 2020 work session.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Proposed redlined amended version of 58-9

**Ordinance 2020-10:**

**Sec. 58-9. - Uniform road naming and property numbering system.**

(a) *Findings.* The mayor and city council have determined that the adequate provisions of public services to the residents of the city, and to other public bodies, including such services as police, fire and emergency medical services, requires the establishment of a uniform road naming and numbering system for buildings and property located in the corporate limits of the city. The mayor and city council further feel that the provisions enacted in this section will secure the public safety and deliver the aforementioned public services in a more efficient and effective manner.

(b) *Preamble.* There is hereby established a uniform system for road naming and for numbering property and buildings on all roads, streets, and public ways in the corporate limits of the city. All buildings shall be numbered in accordance with the provisions set forth in this section.

(c) *Road names.*

(1) The mayor and city council shall establish and assign names for all streets, roads and public ways in the corporate limits of the city.

(2) No new road name assigned by the mayor and city council shall be a duplicate of or be similar to (either phonetically or by spelling) any existing street name in the corporate limits of the city.

(3) Existing duplicate road names shall be changed only as necessary to ensure the effectiveness and efficiency of the United States Postal Service in the city, as determined in the judgment of the mayor and city council.

(4) Historical names shall be the prime consideration in the assignment of road names.

(5) As many segmental roads as possible shall be identified as being a continuous road, thereby eliminating as many road-identifying names and numbers as possible.

(6) The city paved roads and historical roads, whether paved or unpaved, shall be named, and as funds are available the names and city road numbers shall be posted.

(7) a. Upon receipt of a petition in the form and format as specified by the mayor and city council seeking a change of name of an existing named road containing the signatures of the owners or their representatives as specified below of not less than 75 percent of the parcels of property abutting such public road, the mayor and city council shall take under consideration but be under no compulsion to grant such request. At its discretion, the mayor and city council may, but shall not be required to, prior to deciding the issue of the proposed name change, hold a public hearing on the issue.

b. On public roads and streets containing less than ten parcels of property, the petitioners will be responsible for obtaining the signatures of all owners or representatives of parcels abutting such public road.

c. The owner of the abutting property shall be deemed to be the person or entity returning the property for ad valorem taxes in the office of the Bulloch County Tax Commissioner.

d. If the property is returned in the name of an estate or trust, the legal representative of such estate or trust must sign the petition.

e. If the property is returned in the name of a corporation, a corporate officer must sign the petition on behalf of the corporation.

f. If the property is returned in the name of a partnership, each partner must sign the petition unless the signing partner has written authorization to sign for all other partners.

g. If, according to the records in the tax commissioner's office, more than one natural person has a life or fee interest in such property, each such interest holder must sign the petition unless the signing interest holder has written permission to sign for the non-signing interest holder.

h. The determination by the mayor and city council as to the authority of the person signing the petition and the number of parcels abutting such road shall be final.

(8) In the event there is a dispute as to the proper name of an existing road or a dispute as to whether an existing road has been previously officially named, the mayor and city council, in its absolute discretion, shall assign a name to such road under the same procedure for the naming of a new road. The decision by the mayor and city council as to the name assigned to such road shall be final.

(9) A public hearing shall be required prior to the renaming of any existing road subject to this Section. Notice shall be sent via first class mail to all addresses on the existing road not less than 30 days prior to the public hearing notifying addressees of the time, date, and location of the hearing. Said public hearing shall also be properly noticed according to the provisions of the Georgia Open Meetings Act and shall be held not less than two weeks prior to final consideration of the change of existing road name by Mayor and Council.



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STATESBORO, GEORGIA 30459-0348

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

**From:** Cain Smith, City Attorney

**Date:** September 29, 2020

**RE:** October 6, 2020 City Council Agenda Items

**Policy Issue:** *First reading of proposed amendment to Chapter 6 of the Statesboro Code of Ordinances revising Section 6-17(d) to allow City Manager or designee to review and approve applications for open container exemptions.*

**Recommendation:** N/A

**Background:** Mayor and Council voted to move this measure forward to First Reading at the September 15, 2020 work session.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Proposed redlined amended version of 6-17

**Ordinance 2020-11:**

**Sec. 6-17. - Open containers; sales and service in public areas.**

(a) *"Open container" defined.* The term "open container", as used in this chapter, means any bottle, can, glass, cup or other vessel which contains an alcoholic beverage not in its original container. The term "open container" shall also mean the original container of an alcoholic beverage and which contains an alcoholic beverage on which the seal has been broken or which is otherwise ready for consumption.

(b) *"Semipublic parking facility" defined.* The term "semipublic parking facility" shall include any privately owned area wherein motor vehicles may be parked by the public in conjunction with any business, enterprise, commercial establishment, office building, church, school, or multiple-family residential building.

(c) *Possession of open container prohibited.* Unless otherwise provided for by this chapter, it shall be unlawful for any person to have in his or her possession any alcoholic beverages in any open container while on the public streets, sidewalks, alleyways or rights-of-way, or in any public or semipublic parking facility including areas of ingress and egress.

(d) *Exemptions to open container prohibition.*

(1) Any person shall have standing to request, ~~and only the mayor and city council shall have authority to grant~~ exemptions from the prohibitions contained in subsection 6-17(c) for events occurring in the city. ~~City Manager or his/her designee shall have the authority to consider exemption applications and may grant said exemptions. Should the request be denied at the administrative level, the applicant may appeal the denial of the exemption at a regularly scheduled meeting before Mayor and Council.~~ Any exemption shall ~~be by resolution and~~ clearly define the date, time and boundary area for such an exemption, and shall include any and all terms conditions deemed appropriate by the ~~City Manager mayor and city council~~ to maintain public safety and welfare.

(2)

An application for an exemption to the open container prohibition shall be filed at least 25 days prior to the event on a form prescribed by the city clerk. The application shall be reviewed by the city manager, or his designee, who shall consult with appropriate departments heads to determine the cost of the proposed exemption on city services ~~within five business days of receipt of the exemption application.~~ The city manager shall calculate this cost and ~~report same to the mayor and city council. The mayor and city council shall, by motion,~~ make a finding as to the cost of the proposed exemption on city services.

(3)

If the ~~City Manager or~~ mayor and city council approve an exemption to the open container prohibition as provided in this section, a condition precedent to the city clerk issuing a permit for this exemption shall be the payment to the city of the cost of the proposed exemption on city services.

(4)

Any exemption granted pursuant to this subsection shall only constitute an exemption from the open container restrictions contained in this chapter. Any exemption granted pursuant to this subsection shall not be construed to permit any activity or conduct that is inconsistent with the other provisions

contained this chapter, or any other provisions of state, federal or local law that may otherwise apply to the applicant or licensee.

(e)

*Application to property owned by board of regents.* This prohibition shall not apply to any property owned by the Board of Regents of the State of Georgia.

(f)

*Application to sidewalk cafes.* The prohibition in subsection (c) above shall not apply to patrons of a sidewalk café located in downtown development authority district, if such establishment is otherwise licensed to sell alcoholic beverages under the applicable laws and ordinances in the city.

(g)

*Possession in automobiles prohibited.* See O.C.G.A. § 40-6-253.

(h)

*Posting of notice by establishments.* All licensed alcohol establishments are hereby required to post in a conspicuous location inside such establishment a notice informing patrons that open containers are prohibited on the public streets, sidewalks or rights-of-way, or in any public or semipublic parking facility within the city.

(i)

It shall be unlawful to furnish or dispense alcoholic beverages through kegs, barrels, cylinders or other portable receptacles containing tap or pump-type devices in which the flow of contents is controlled by the operator in a public place and facility, public streets, sidewalks, alleyways or rights-of-way, or in any public or semipublic parking facility including areas of ingress and egress. When receptacles are found in violation of this section and the person maintaining the receptacle cannot be identified, the receptacle shall be confiscated and held for 30 days by the city police. The receptacle may be claimed by the owner or lessor, but will be disposed of at the end of 30 days if unclaimed. Nothing in this section shall prohibit persons holding licenses pursuant to this chapter from dispensing through kegs, barrels, cylinders or other such receptacles inside an appropriately licensed premises.

(j)

*Application to Downtown Statesboro Development Authority events.* This prohibition shall not apply to any event approved by DSDA board of directors, officially sanctioned by the DSDA, and held in a predetermined area agreed to by DSDA and SPD. The DSDA executive director shall give notice of time and duration of such event to chief of SPD, chief of SFD, and city clerk not less than ten days prior to event. DSDA will be exempt from the cost requirements set out in subsection (d)(2).

(Ord. No. 2016-03, § 1, 3-15-16; Ord. No. 2019-01, 4-2-19)

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** Steve Hotchkiss, Director of Public Utilities

**Date:** 9-29-2020

**RE:** Municipal Gas Authority Portfolio V Supplemental Contract

**Policy Issue:** Council Approval

**Recommendation:** Consideration of a motion to approve the Portfolio V Supplemental Contract and First Amendment to amend the Gas Supply Contract between the City of Statesboro and the Municipal Gas Authority of Georgia.

**Background:** The City is a Charter Member of the Municipal Gas Authority of Georgia, the Authority serves 79 Member Cities throughout Georgia. As a member the Authority provides gas supply, marketing and regulatory compliance assistance for the City. They provide gas supply through a mixture of long and short term supply contracts to guarantee a steady supply of gas at below Spot Market prices. Periodically the Supply Contracts must be amended to account for change in supply needs and market forces. The savings from these Gas Supply Contracts are then passed along to each City in the form of annual Portfolio Returns of which the City typically receives approximately \$180,000.00.

Staff has reviewed the contract amendments and recommends Council approval.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Gas Supply Supplemental Contract and First Amendment

**SUPPLEMENTAL CONTRACT**

**Between**

**MUNICIPAL GAS AUTHORITY OF GEORGIA**

**and**

**CITY OF STATESBORO, GEORGIA**

**(GAS PORTFOLIO V PROJECT)**

This Contract, made and entered into as of January 1, 2021, by and between the **MUNICIPAL GAS AUTHORITY OF GEORGIA**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia, (the "Gas Authority"), created and existing pursuant to the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Section 46-4-80 through 46-4-125, as amended (the "Act"), and the **CITY OF STATESBORO, GEORGIA**, a political subdivision of the State of Georgia, hereinafter sometimes designated as the Member,

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

WHEREAS, the Member owns and operates a gas distribution system as contemplated by O.C.G.A. Section 46-4-100 and has determined to contract with the Gas Authority pursuant to the Act and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia (the "Intergovernmental Contracts Clause"); and

WHEREAS, the Gas Authority and the Member have entered into that certain Gas Supply Contract (the "Gas Supply Contract"), pursuant to which the Gas Authority has agreed to provide gas supplies to the Member for resale to its citizens, inhabitants and customers through its gas distribution system; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a "Gas Supply Contract" and collectively, the "Gas Supply Contracts") with other political subdivisions and systems that own and operate gas distribution systems (each, a "Member" and collectively, the "Members"); and

WHEREAS, the Gas Authority and the Member have agreed to enter into this Supplemental Contract to provide for, among other things, (i) the approval of a Project as contemplated by the Gas Supply Contract and as more particularly described herein; and (ii) the issuance of Bonds to fund Project Costs, as more particularly described herein; and

WHEREAS, in order to enable the Gas Authority to issue its Bonds and to pay the costs of the Project, it is necessary for the Gas Authority to have binding contracts with the Members in accordance with the provisions of the Act and the Gas Supply Contracts; and

WHEREAS, the payments required to be made under Article IV of this Contract, and all other payments attributable to the Project or the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Contract, will be pledged as security for the payment of Bonds;

**NOW, THEREFORE:**

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

**ARTICLE I**

**TERM AND DEFINITIONS**

**Section 101. Term.**

This Contract is dated as of the first date set forth above, its effective date, and will terminate at the close of business on the date of the final maturity and payment or the defeasance of all outstanding Bonds or any refunding Bonds issued with respect thereto. Following the termination of this Contract, any remaining Project assets will be accounted for by the Gas Authority to reflect the benefit thereof to the Members participating in the Project.

## **Section 102. Definitions.**

(a) Those words which are defined in O.C.G.A. Section 46-4-81 will have the same meaning when used herein as defined in said Code Section.

(b) Those capitalized terms used herein which are not defined will have the meaning ascribed thereto in the Gas Supply Contract.

(b) As used herein, the term:

(1) "Annual Project Costs" means the Project Costs applicable to a Gas Supply Year.

(2) "Bond Resolution" means the Gas Portfolio V Project Revenue Bond Resolution to be adopted by the Gas Authority for the benefit of the owners of the Bonds, which provides for the issuance of such Bonds, a copy of which Bond Resolution in substantially the form to be adopted by the Gas Authority is on file in the records of the Gas Authority, and any resolution for the issuance of refunding bonds for the Bonds, as amended or supplemented from time to time.

(3) "Bonds" means the Bonds or other debt instruments issued by the Gas Authority pursuant to the provisions of the Bond Resolution to finance or refinance the Project Costs, whether or not any issue of such Bonds will be subordinated as to payment to any other issue of such Bonds, and will include refunding Bonds issued pursuant to the provisions of Section 302 hereof, together with any payment obligations under any gas production sharing or other agreements providing for the acquisition, ownership, operation, hedging and financing of natural gas reserves or interests therein, either by the Gas Authority alone or jointly with other governmental entities.

(4) "Contract" refers to this Supplemental Contract.

(5) "Debt Service" means Debt Service on the Bonds.

(6) "Gas Supply Year" means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) "Indemnity Share" means the amount determined in accordance with 402 hereof and set forth in the Schedule of Indemnity Shares attached hereto and hereby incorporated herein by this reference.

(8) "Indemnity Share Member" means each of the Georgia and non-Georgia political subdivisions or systems executing similar Contracts with the Gas Authority with respect to the Project contemplated by the Bond Resolution, other than Obligation Share Members, and set forth in the Schedule of Indemnity Shares attached hereto.

(9) “Member” or “Members” means the political subdivision or system that is a party to this Contract, or collectively, all of the Georgia political subdivisions or systems described in Section 46-4-100 of the Act executing similar Contracts as Obligation Share Members or Indemnity Share Members, and all non-Georgia political subdivisions or systems executing similar Contracts as Indemnity Share Members.

(10) “MCF” means thousand cubic feet.

(11) “Obligation Share Member” means each of the Georgia political subdivisions shown in the Schedule of Obligation Shares attached hereto and hereby incorporated herein by this reference.

(12) “Obligation Share” means, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) “Project” means the development of a portfolio of Project Gas Supplies through the acquisition, construction or development of any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, and any contract rights relating to the storage, acquisition, exploration, production, distribution, enrichment, transmission, purchase, sale, exchange, or interchange of gas or associated liquids and relating to the acquisition, extraction, conversion, transportation, storage, or processing of fuel of any kind for any such purposes, or any interest in, or the right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facility. “Project” as used in this paragraph, is intended to include contracts and contract rights as well as tangible property, and including further any (i) major renewals, replacements, repairs, additions, betterments and improvements necessary to keep such project in good operating condition; (ii) any major additions, improvements, repairs and modifications thereto; (iii) any disposal of a Project required by any governmental agency having jurisdiction over the Project; (iv) costs of engineering, architectural, legal and financial services, costs of plans and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses; (v) all costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs, costs of interest rate or commodity hedging and any other charges payable by the Gas Authority reasonably allocable by the Gas Authority to the operation, servicing and maintenance of the Project; and (vi) reasonable working capital determined to be necessary by the Gas Authority to place the Project in operation and to operate the Project during the life of the Project.



## **ARTICLE II**

### **CERTAIN OBLIGATIONS OF THE GAS AUTHORITY AND THE MEMBER**

#### **Section 201. Authority Gas Supplies.**

The Gas Authority will use the proceeds of the Bonds for the costs of acquiring the Project as more particularly described in the definition of the "Project." The Gas Authority will use the natural gas provided by the Project to fulfill, in whole or in part, its obligation under Section 201 of the Gas Supply Contract to supply Authority Gas Supplies to the Member, and to the extent that such Authority Gas Supplies are not required by the Member, to sell such Authority Gas Supplies to others. The Gas Authority and the Member hereby agree that for purposes of the Gas Supply Contract and this Supplemental Contract, natural gas acquired as a part of the Project and financed from the proceeds of Bonds issued pursuant to the authorization contained in Article III of this Supplemental Contract will be deemed to have passed through the meter at the Member's City gate prior to other Authority Gas Supplies.

#### **Section 202. Reports.**

The Gas Authority will prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member will provide to the Gas Authority, in such form as will be reasonably requested by the Gas Authority, any and all documents, releases, financial statements and other information necessary to enable the Gas Authority to comply with any disclosure or other reporting requirement, including but not limited to Rule 15c2-12 of the Securities and Exchange Commission, now or hereafter imposed by the United States of America, the State of Georgia, or any political subdivision or agency of either having jurisdiction over the Member, the Gas Authority or the issuance and sale of the Gas Authority's bonds or other debt obligations, by law, judicial decision, regulation, rule or policy. Such information will be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than will enable the Gas Authority to comply with any such law, judicial decision, regulation, rule or policy.

#### **Section 203. Records and Accounts.**

The Gas Authority will keep accurate records and accounts relating to administration of the Project, including all payments with respect to the Bonds. Said accounts will be included in the Gas Authority's financial statements, which will be subject to an annual audit by a firm of independent certified public accountants experienced in gas utility accounting and of national reputation to be submitted to the Gas Authority within one hundred fifty days after the close of each Gas Supply Year.

#### **Section 204. Rate Covenant**

The Member will establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Member to pay to the Gas Authority all amounts payable under the Gas Supply Contract and any Supplemental Contract, including this Contract, and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the Member's gas system.

### **ARTICLE III**

#### **ISSUANCE OF BONDS**

##### **Section 301. Issuance of Bonds.**

Pursuant to the authority hereof, the Gas Authority is authorized to issue, in series as may be determined by the Gas Authority, Bonds pursuant to the Bond Resolution for the purpose of financing Project Costs. The Bonds may be issued in series through the close of business on December 31, 2030, with a maximum principal amount outstanding at any one time of \$831,500,000; provided however, that such limitation will not apply to any price or interest rate hedges or swap agreements entered into in connection with projects financed by any such Bonds, and such maximum principal amount will be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract (Gas Portfolio IV Project), between the Gas Authority and the Member, as amended, are retired, up to a maximum aggregate principal amount of \$1,000,000,000 outstanding at any one time hereunder. Each series of Bonds will have a final maturity of no more than 30 years from the date of issuance of each such series of Bonds.

##### **Section 302. Refunding Bonds.**

The Gas Authority may issue and sell refunding Bonds for Bonds previously issued with a final maturity not exceeding the final maturity of the Bonds being refunded, which refunding Bonds may be issued in an amount sufficient to refund any Bonds together with other associated costs, including, but not limited to the principal amount thereof, interest accrued or to accrue thereon, redemption premium thereof, if any, and costs of issuance including any costs of terminating any derivative products associated therewith, but will not be counted against the amount limitation set forth in Section 301 hereof. Any such refunding Bonds issued in accordance with the provisions of this Section may rank *pari passu* as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

## **ARTICLE IV**

### **INDEMNITY SHARES**

#### **Section 401. Obligation Shares.**

Each of the Members initially participating in the Project have been assigned an Obligation Share as set forth in the Schedule of Obligation Shares attached hereto pursuant to Supplemental Contracts with such Members identical to this contract except for the identification of the parties and the signature pages. In the event that at any time and from time to time all Project Costs payable by the Gas Authority are in excess of the revenues of the Gas Authority available for the purpose of paying the same and pursuant to Section 503 of the Gas Supply Contract and any applicable rate stabilization or reserve funds, then the Member will be obligated to pay immediately upon demand by the Gas Authority or the Trustee under the Bond Resolution its Obligation Share of such excess.

#### **Section 402. Subsequent Members.**

Should any Member subsequently be admitted by the Gas Authority that has not been assigned an Obligation Share in the Schedule of Obligation Shares, then such Member will be assigned by the Gas Authority an "Indemnity Share" based upon the ratio of that new Member's average annual purchases of gas, based on the 24-month period ended with the last month for which information is available (the "Average Gas Purchases") to the total of all Obligation Share Members' Average Gas Purchases at the effective date of this Contract. Upon the admission of such new Member, the Schedule of Indemnity Shares will be recalculated and provided to each Member and the Gas Authority for attachment to this Supplemental Contract in lieu of the preceding Schedule of Indemnity Shares attached to this Supplemental Contract immediately preceding the admission of such Member. In the event that Obligation Share Members should be required to pay amounts based upon their Obligation Shares as set forth in Section 401 above, then each such new Member would be required to indemnify and hold each such Obligation Share Member harmless for a portion of the amount required to be paid by the Obligation Share Member equal to that new Member's Indemnity Share of the amount required to be paid by that Obligation Share Member.

#### **Section 403. Payment Obligations.**

The Member hereby agrees to pay its Obligation Share of Project Costs as set forth in the Schedule of Obligation Shares. The obligation of the Member to pay promptly its obligation under Section 401 or 402 hereof is for the benefit of, among others, the owners of the Bonds and will be absolute and unconditional and will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Gas Authority of any obligation to any Member or the breach by any

Member of any obligation to the Gas Authority or to any other Member, whether hereunder, under the Gas Supply Contract or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by any Member to the Gas Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds will have been fully paid or provision for the payment thereof will have been made, the Member will not suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Gas Authority to complete any Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any Project or any of the Gas Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any Project or of any of the Gas Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Contract, the Gas Supply Contract or otherwise.

#### **Section 404. Sources of Member's Payments.**

The obligations of the Member to make the payments to the Gas Authority under this Contract will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Contract. Unless such payments or provision for such payments will have been made from the revenues of the Gas Supply System of the Member or from other funds thereof, the Member will annually in each and every fiscal year during the term of this Contract include in its general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this Contract until all payments required under this Contract have been paid in full. In the event for any reason any such provision or appropriation is not made for a fiscal year of a Member, then the chief fiscal officer of the Member will, in accordance with the provisions of the Act in effect as of the date of this agreement, set up as an appropriation on the accounts of the Member in each fiscal year the amounts required to pay the obligations called for under this Contract. The amount of the appropriation in such fiscal year to meet the obligations of this Contract will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation will have the same legal status as if the Member had included the amount of the appropriation in its general revenue or appropriation measure.

**Section 405. Pledge of Payments.**

All payments required to be made by the Member pursuant to the provisions of this Article IV will be pledged to secure the payment of the Gas Authority's Bonds.

**Section 406. Levy of Tax for Payment.**

The Member will provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually, to the extent necessary due to deficiencies in its gas supply revenues, to make all payments due under the provisions of this Contract in each year over the remainder of the term of this Contract and the Gas Authority will have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Member sufficient in amount to provide such funds annually in each year of the remainder of the term of this Contract.

**ARTICLE V****EXCESS BOND PROCEEDS****Section 501. Excess Bond Proceeds.**

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Contract, the payment of which is secured by assignment of payments made pursuant to the provisions of this Contract and of any other Supplemental Contracts between the Gas Authority and the Members relating to the Project and to the issuance of Bonds therefor, exceed the aggregate amount required for the purposes of the Project, the amount of such excess will be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance will be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Gas Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

**ARTICLE VI****DEFAULT****Section 601. Event of Default.**

Failure of the Member to make to the Gas Authority any of the payments for which provision is made in this Contract or the Gas Supply Contract as and when the same are due and payable will constitute a default on the part of the Member.

#### **Section 602. Continuing Obligation, Right to Discontinue Service.**

In the event of any such default, the Member will not be relieved of its liability for payment of the amounts in default, and the Gas Authority will have the right to recover from the Member any amount in default. In enforcement of any such right of recovery, the Gas Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Member.

#### **Section 603. Other Default by Member.**

In the event of a failure of the Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to the Gas Authority under this Contract and the Gas Supply Contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this Contract or the Gas Supply Contract, the Gas Authority may enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

#### **Section 604. Default by Gas Authority.**

In the event of any default by the Gas Authority under any covenant, agreement or obligation of this Contract, the Member may enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

#### **Section 605. Abandonment of Remedy.**

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Member will continue as though no such proceedings had been taken.

### **ARTICLE VII**

#### **MISCELLANEOUS GENERAL PROVISIONS**

#### **Section 701. Character and Continuity of Service.**

The Gas Authority will not be required to provide, or be liable for failure to provide, service under this Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or the default or failure to

perform of any third party. No failure on the part of the Gas Authority will be grounds for the termination or suspension of the payments due from the Member hereunder.

**Section 702. Other Terms and Conditions.**

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which will not be inconsistent with the provisions of this Contract.

**Section 703. Termination or Amendment of Contract.**

Subject to the terms of the Bond Resolution, this Contract may be amended by instrument in writing executed with the same formality as this Contract; provided, however, if any such amendment is to be made to less than all of the Contracts of the Members pertaining to the Project, at least thirty (30) days advance notice will be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment will be made which is adverse to the interest of the owners of the Bonds.

**Section 704. No Assignment or Transfer.**

Except as provided in Section 705 of the Gas Supply Contract, neither party to this Contract will be entitled or empowered to assign or transfer this Contract or any interest therein, unless such assignment is required by act of the General Assembly.

**ARTICLE VIII**

**SEVERABILITY**

In case any one or more of the provisions of this Contract will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the former as proposed by the General Assembly, ratified by the people and interpreted by the courts of this state, and the latter as adopted by the General Assembly and as interpreted by the courts of this state will prevail in lieu of any provision hereof in conflict or not in harmony therewith.

**[SIGNATURES BEGIN ON NEXT PAGE]**

IN WITNESS WHEREOF, the Municipal Gas Authority of Georgia has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Member has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Member is hereby acknowledged, all as of the day and year first above written.

**Municipal Gas Authority of Georgia**

Approved As To Form:

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

\_\_\_\_\_  
General Counsel

Attest: \_\_\_\_\_  
Asst. Secretary-Treasurer

(Seal)

**[Signatures Continued On Next Page]**



**City of Statesboro, Georgia**

Approved As To Form:

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

\_\_\_\_\_  
CITY ATTORNEY

Attest: \_\_\_\_\_  
CLERK

(Seal)

## Municipal Gas Authority of Georgia

### SCHEDULE OF OBLIGATION SHARE PERCENTAGES FOR MEMBERS PARTICIPATING IN GAS PORTFOLIO V PROJECT

[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS  
OF A RATIO CALCULATED ON THE BASIS OF  
EACH MEMBER'S ANNUAL PURCHASES]

Obligation Share Members	Obligation Share	Indemnity Share
Adairsville	2.1765%	2.0202%
Adel	0.4268%	0.3962%
Albany	5.2496%	4.8729%
Americus	0.6009%	0.5578%
Andersonville	0.0039%	0.0036%
Ashburn	0.1325%	0.1230%
Bainbridge	0.5902%	0.5478%
Blakely	0.3881%	0.3603%
Bowman	0.0253%	0.0235%
Buford	7.9261%	7.3572%
Byron	0.3508%	0.3257%
Cairo	0.2597%	0.2411%
Camilla	1.5852%	1.4714%
Claxton	0.6678%	0.6199%
Cochran	0.8944%	0.8302%
Colquitt	0.0744%	0.0691%
Commerce	1.3407%	1.2445%
Covington	5.4239%	5.0346%
Dawson	0.7442%	0.6908%
Decatur County	0.1691%	0.1570%
Doerun	0.1000%	0.0928%
Donalsonville	0.1006%	0.0934%
Douglas	2.1188%	1.9667%
Dublin	4.6093%	4.2784%
Eatonton	0.3168%	0.2941%
Edison	0.0882%	0.0819%
Elberton	0.9973%	0.9257%
Fitzgerald	2.0206%	1.8755%
Fort Valley	1.5200%	1.4109%
Grantville	0.0751%	0.0698%
Greensboro	1.9192%	1.7815%
Hartwell	1.1710%	1.0870%
Hawkinsville	2.0803%	1.9310%
Hogansville	0.2914%	0.2705%
LaFayette	0.6074%	0.5638%
Lawrenceville	9.5823%	8.8945%
Louisville	0.2542%	0.2360%
Lumpkin	0.0611%	0.0567%
Madison	0.9293%	0.8626%
Millen	0.3215%	0.2985%
Monroe	0.7704%	0.7151%
Monticello	0.1931%	0.1793%
Moultrie	0.7868%	0.7303%
Nashville	0.4219%	0.3916%
Pelham	0.0569%	0.0528%
Perry	1.7383%	1.6136%
Quitman	0.3228%	0.2996%

Obligation Share Members	Obligation Share	Indemnity Share
Royston	0.6167%	0.5724%
Social Circle	1.5774%	1.4641%
Sparta	0.1862%	0.1729%
Statesboro	1.4216%	1.3196%
Sugar Hill	1.9287%	1.7903%
Summerville	1.8870%	1.7515%
Sylvania	2.2444%	2.0833%
Sylvester	0.2764%	0.2566%
Thomasville	1.1134%	1.0335%
Thomson	3.4910%	3.2404%
Tifton	1.2585%	1.1682%
Toccoa	3.4520%	3.2043%
Trion	4.1046%	3.8100%
Union Point	0.1010%	0.0938%
Vienna	0.5645%	0.5239%
Warner Robins	9.7311%	9.0327%
Waynesboro	0.3213%	0.2982%
West Point	0.3420%	0.3175%
Winder	2.8975%	2.6895%
<b>Total</b>	<b>100%</b>	<b>93%</b>

GA Indemnity Only Members		
<b>Non-Georgia Members</b>		
Alexander City, Alabama	N/A	0.6903%
Chambersburg, Pennsylvania	N/A	2.7418%
East Central Alabama Gas District	N/A	0.8903%
Havanna, Florida	N/A	0.0500%
Jasper, Florida	N/A	0.1133%
Lanett, Alabama	N/A	0.1737%
Lawrenceburg, Tennessee	N/A	1.6005%
Maplesville, Alabama	N/A	0.0581%
Quincy, Florida	N/A	0.3226%
Roanoke, Alabama	N/A	0.3657%
Rockford, Alabama	N/A	0.0097%
Wadley, Alabama	N/A	0.0687%
Wedowee, Alabama	N/A	0.0925%
<b>Total Indemnity Shares</b>		<b>100%</b>

# **FIRST AMENDMENT TO GAS SUPPLY CONTRACT**

**Between  
Municipal Gas Authority of Georgia  
and  
City of Statesboro**

This **FIRST AMENDMENT TO CONTRACT**, made and entered into as of January 1, 2021, by and between **Municipal Gas Authority of Georgia**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the "Gas Authority"), created by and existing under the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Sections 46-4-80 through 46-4-125, as amended (the "Act"), and the **City of Statesboro**, a municipal corporation of the State of Georgia (the "Member"),

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

WHEREAS, the Member owns and operates a gas distribution system as contemplated by Section 46-4-100 of the Act and has determined to contract with the Gas Authority pursuant to the Act; and

WHEREAS, the Gas Authority and the Member have heretofore entered into a Gas Supply Contract, as amended and restated on August 1, 2016 (the "Gas Supply Contract"), providing for a term ending December 31, 2050, subject to certain rights of the Member to elect Resigning Member Status (defined in the Gas Supply Contract) as defined in the Gas Supply Contract; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a "Gas Supply Contract," and collectively, the "Gas Supply Contracts") with other municipalities that own and operate gas distributions systems (each, a "Member," and collectively, the "Members"); and

WHEREAS, the Gas Authority and the Members are contemplating the acquisition of long-term gas supplies or contract rights that may have contract terms expiring after the current expiration date of the Gas Supply Contracts; and

WHEREAS, the Gas Authority and the Member have determined that it is in the best interest of the Gas Authority and its Members to provide for the extension of the term of the Gas Supply Contract for an additional ten years; and

WHEREAS, Section 806 of the Gas Supply Contract provides that, subject to the terms of any debt instrument relating to Authorized Debt (defined in the Gas Supply Contract), the Gas Supply Contract may be amended by instrument in writing executed with the same formality as the Gas Supply Contract; and

WHEREAS, pursuant to Section 705 of the Gas Supply Contract, the Member has acknowledged and agreed that the Gas Authority may assign and pledge to any person to whom

amounts are owing under Authorized Debt its right, title and interests in and to all or any portion of the payments to be made to the Gas Authority under the provisions of the Gas Supply Contract and any Supplemental Contracts; and

WHEREAS, the Member has acknowledged pursuant to Section 405 of the Supplemental Contracts it has entered into pursuant to the terms of the Gas Supply Contract that all payments to be made by the Member pursuant to the provisions of such Article IV shall be pledged to secure the payment of the Gas Authority's Bonds; and

WHEREAS, the Gas Revenue Bond Resolutions (collectively the "Resolutions") permits the extension of the term of the Gas Supply Contract; and

WHEREAS, the Gas Authority and the Member have caused to be prepared this First Amendment to Gas Supply Contract (the "First Amendment") to provide for the extension of the term of each of the Gas Supply Contracts with the Members;

**NOW, THEREFORE:** For and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

**Section 1.** Term. Section 101 of the Gas Supply Contract is hereby amended to extend the term stated therein for an additional ten years beyond the original December 31, 2050 to December 31, 2060, and to extend the right of the Member to elect Resigning Member Status as provided in Section 101 of the Gas Supply Contract on each successive fifth anniversary after December 31, 2020 through December 31, 2055.

**Section 2.** This First Amendment shall be read and taken together with the Gas Supply Contract as one and the same instrument. The Gas Supply Contract, as amended by this First Amendment, is hereby ratified and affirmed in all respects.

**Municipal Gas Authority of Georgia**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
General Counsel

ATTEST: \_\_\_\_\_  
Asst. Secretary-Treasurer

(SEAL)

**[SIGNATURES CONTINUED ON NEXT PAGE]**

**City of Statesboro**

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Mayor

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

ATTEST: \_\_\_\_\_  
Clerk

(SEAL)

# CITY OF STATESBORO



## COUNCIL

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

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

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

**To:** Jason Boyles, Assistant City Manager

**From:** John Washington, P.E., P.L.S., Director of Public Works and Engineering  
Marcos Trejo, P.E., Stormwater Manager

**Date:** September 29, 2020

**RE:** October 6, 2012 City Council Agenda item

**Policy Issue:** Consideration from City Council to approve a contract with Resource + Land Consultants to provide environmental professional consulting services for the 2019 Community Development Block Grant (CDBG) infrastructure and drainage improvement project.

**Recommendation:** Approval of the attached proposed contract with Resource + Land Consultants for wetlands permitting services for the construction of a flood prevention basin along the Little Lott's Tributary that crosses Donnie Simmons Drive at Floyd Street. This firm is currently working with the design consultant, Parker Engineering, and has already managed the wetland delineation with the Corps of Engineers for this project. Since this firm has been actively involved with this project and has a good performance record with the City, including work as part of the Creek on the Blue Mile Environmental Feasibility Study team, staff recommends they continue with the wetlands permitting process.

**Background:** The City was awarded a Community Development Block Grant (CDBG) in 2019 to improve infrastructure for the area of Carver Street, Floyd Street, James Street and Roundtree Street. One of the components of this project consisted of a flood prevention basin to be constructed along the Little Lott's Tributary that crosses Donnie Simmons Way in the same area. On Friday, July 17, 2020 the U.S. Corps of Engineers inspected the site of the proposed basin to identify potential wetlands. From this site inspection, it was determined wetlands were present at the proposed site. Resource + Land Consultants is recommended to assist the City in acquiring the necessary permits to construct this basin.

**Budget Impact:** Funded from 2013 SPLOST and Community Development Block Grant proceeds

**Council Person and District:** Councilmember Paulette Chavers, District 2

**Attachments:** Proposed contract with Resource + Land Consultants



25 August 2020

City of Statesboro  
Mr. Jonathan McCollar  
50 East Main Street  
Statesboro, GA 30458

**RE: Environmental Consulting Services  
James Street Stormwater Improvements  
Statesboro, Bulloch County, Georgia**

Dear Mr. McCollar;

At your request, Resource & Land Consultants offers this letter agreement to perform environmental consulting services for the subject tract located in Statesboro, Bulloch County, Georgia.

This letter agreement is hereby offered between City of Statesboro c/o Mr. Jonathan McCollar (CLIENT) and Resource & Land Consultants (CONSULTANT) in accordance with the provisions contained herein. Services associated with this project are detailed in Section 1 and terms and conditions for services rendered will be executed in accordance with Section 2.

#### **SECTION 1: SCOPE OF SERVICES**

- A. Individual Permit Application:** CONSULTANT will prepare an Individual Permit application for submittal to USACE. This task includes preparation of the permit application, project justification, and alternatives analysis, development of a compensatory mitigation plan, response to comments received during the public notice and attendance at agency meetings as necessary to discuss this project and matters relating to the permit application. If required by USACE, the applicant must provide site selection criteria that will be included in the alternative analysis that is required as part of the 404(b)(1) guidelines. This task is subject to the preparation of a suitable conceptual site plan and 8.5" by 11" permit drawings by the applicant or the applicant's engineer / land planner. Additionally, this fee does not include compensatory mitigation costs, which are the responsibility of the applicant. CONSULTANT proposes to provide Individual Permit preparation services on a time and expense basis in accordance with the attached fee schedule not to exceed **Twenty-five thousand dollars (\$25,000.00)**. Please note that this budget is based on previous permitting projects similar in scope. Depending on the complexity of the project or public/agency comments regarding the proposed project, additional effort may be required during the permit review. If public and agency comments indicated that additional permitting effort will be necessary, CONSULTANT will provide a budget estimate prior to incurring any additional cost.
- B. Additional Services:** The scope of services listed in this proposal is specific to the normal and customary level of effort required to complete each task. If circumstances arise beyond the control of CONSULTANT, or if additional information, meetings, etc. are necessary at the request of the CLIENT or required on behalf of any regulatory agency, additional services will be billed on a time and expense basis. CONSULTANT proposes to complete additional services on a **time and expense** basis in accordance with the attached **fee schedule**. CONSULTANT will coordinate with CLIENT prior to incurring any additional cost.

#### **SECTION 2: TERMS & CONDITIONS**

- A. Commencement of Work:** Upon written notice to proceed via approval of this letter agreement by CLIENT, CONSULTANT will begin work within thirty (30) calendar days of receipt of executed letter agreement. CONSULTANT will complete work in a timely and customary manner. However, federal and state agencies and



their review practices vary greatly, and no guarantees on final completion dates of authorized tasks can be given by CONSULTANT.

- B. Payment Schedule:** Invoices for services rendered will be sent monthly for hourly contracts for work completed within the previous thirty days in accordance with the attached fee schedule. Invoices for fee-based contracts will be billed at the completion of the specified task or at other intervals as specified in Section 1. Payment will be considered due upon receipt. Payments received after thirty (30) days of the invoice date will be considered overdue, and interest charges will be added on unpaid balances at the rate of eighteen percent (18%) per annum. Work will automatically cease on any projects where unpaid balances exceed sixty (60) days. Special billing and payment schedules may be arranged at the request of the CLIENT. CLIENT agrees to pay any and all costs incurred by CONSULTANT in the collection of any amount due and unpaid by CLIENT, including reasonable attorney's fees.
- C. CLIENT's Responsibilities:** Execution of this letter agreement serves as authorization for right of entry to subject property. CLIENT ensures that CONSULTANT has permission to enter subject properties to perform duties associated with the completion of the scope of work specified in Section 1. CLIENT hereby indemnifies CONSULTANT and agrees to assume all liability associated with any disputes or legal actions that may result from CONSULTANT performing authorized work at the designated project site.
- D. CONSULTANT's Responsibilities:** The professional services performed in association with this letter agreement shall be conducted in accordance with sound customary environmental consulting practices and will incorporate federal, state, and local regulations and standards that are applicable at the time the CONSULTANT rendered those services. CONSULTANT will strive to perform services authorized by this letter agreement in a manner consistent with the level of skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended as part of this letter agreement, or in any report, opinion, document, or otherwise.
- E. Limits of Liability:** All services and materials provided by the CONSULTANT under this letter agreement are for the use of the CLIENT only and no rights or obligations to anyone other than the CLIENT are implied or conveyed. The CLIENT agrees to limit the CONSULTANT's liability due to negligent acts, errors, or omissions to twenty-five thousand dollars (\$25,000.00) or the CONSULTANT's total fee for the services rendered under this letter agreement, whichever is greater. CONSULTANT shall not be responsible for the acts or omissions of others associated with a project and will be responsible solely for the acts and performance of CONSULTANT's own employees and agents.
- F. Indemnification:** CLIENT agrees to indemnify and hold harmless the CONSULTANT from any claims, judgments, and damages including attorney fees from third parties to challenge the issuance of any permits or certifications.
- G. Choice of Law/Jurisdiction:** CLIENT and CONSULTANT hereby agree that this agreement and their respective rights and obligations arising hereunder is to be governed by the laws of the State of Georgia, without reference to the choice of law principles thereof. CLIENT and CONSULTANT hereby further agree that the state or federal courts sitting in Chatham County, Georgia shall have exclusive jurisdiction to hear any dispute arising under this agreement, and CLIENT hereby submits itself to personal jurisdiction of such courts.
- H. Cancellation or Suspension of Agreement:** Either CLIENT or CONSULTANT may cancel this letter agreement by notification in writing at least seven (7) days prior to termination. CLIENT may suspend work by notifying CONSULTANT in writing at which time all services provided by CONSULTANT will cease. Within (10) days of cancellation of letter agreement or suspension of services, all outstanding fees and reimbursable expenses will be paid in full.

### **SECTION 3: EXECUTION**

This letter agreement in its entirety, including Section 1, Section 2, Section 3, and attached Fee Schedule dated January 1, 2020, represent the entire understanding between CLIENT and CONSULTANT with respect to the project and may only be modified by written agreement signed by both parties.

If the terms and conditions of this letter agreement are acceptable, please sign and date in the spaces provided and return the original to CONSULTANT. Please retain a copy for your records.

The services and fees specified in this proposal can be relied upon for a period of ninety (90) days from the date of the letter, unless changed by CONSULTANT in writing. We are pleased that you have inquired about our services and we look forward to helping you with your project.

Sincerely,



Alton Brown, Jr.  
Principal  
Resource & Land Consultants

ACCEPTED: THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020

BY: \_\_\_\_\_

\_\_\_\_\_  
TITLE

• **SUMMARY:**

Task	Company	Proposed Amount	Time & Expense / Lump Sum
A. Individual Permit	RLC	\$25,000.00	Lump Sum
B. Additional Services	RLC		Time & Expense
TOTAL PROPOSED CONTRACT:	\$25,00.00 (+ additional services, if necessary)		

• **RLC RATES:**

All time, including travel hours, spent on the project by professional, technical, and clerical personnel will be billed. The following approximate ranges of hourly rates for various categories of personnel are in effect from January 1, 2020 to December 31, 2020:

Category	Hourly Rate
Principal	\$185
Project Manager	\$140
Project Biologist	\$110
Field Technician	\$80
Clerical	\$60

Hourly rates will be adjusted annually to reflect changes in the cost-of-living index as published. Any contracts or work in progress at such time will be billed at the new effective rate for all work yet to be performed. Unless otherwise stated, any cost estimate presented in a proposal is for budgetary purposes only and is not a fixed price. If it appears that due to factors beyond the control of the CONSULTANT that the specified budget will be exceeded, the CLIENT will be notified prior to conducting further work. Representation by CONSULTANT employees for judicial proceedings will be billed at 1.5 times standard published rate.

• **EXPENSES:**

Travel expenses necessary for the execution of the project, including highway mileage in company or personal vehicles, will be charged at the published IRS standard allowable rate. Additionally, it may at times become necessary for the execution of this agreement for CONSULTANT to hire certain third-party subcontractors because of a need for special expertise or skills they may possess. CLIENT hereby acknowledges that this may become necessary and agrees to pay CONSULTANT, in addition to other fees and costs outlined herein, any fees associated with the hiring and retention of such subcontractors deemed necessary in the sole judgment of CONSULTANT.

The following expenses will be billed at direct cost:

- Accommodations, meals.
- Postage and shipping/courier services.
- In-house printing and reproduction.
- Out-sourced printing, copying, reproductions.
- Equipment and supplies necessary to complete specific project, including rental fees.