



November 18, 2025 5:30 pm

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember Ginny Hendley
3. Recognitions/Public Presentations:
 - A) Recognition of cohort two of the Emerging Leaders Academy.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
 - A) Approval of Minutes
 - a) 10-21-2025 Work Session
 - b) 10-21-2025 Council Minutes
6. Public Hearing and Consideration of a Motion to Approve:
 - a. **Ordinance 2025-13**: An Ordinance annexing 79.46 acres of property on Lakeview Road (AN 25-10-01).
 - b. **Ordinance 2025-14**: An Ordinance annexing 19 acres of property on Lakeview Road (AN 25-10-02).
 - c. **Ordinance 2025-15**: An Ordinance annexing 4.82 acres of property on Landfill Road (AN 25-10-03).
 - d. **Ordinance 2025-16**: An Ordinance annexing 84 acres of property on Landfill Road (AN 25-10-04).
 - e. **Ordinance 2025-17**: An Ordinance annexing 38.73 acres of property on Lakeview Road (AN 25-10-05).
7. Public hearing and consideration of a motion to approve: **APPLICATION SU 25-10-06**: Brenda Neal requests a special use permit for the property at 9041 Whispering Pines Boulevard. Applicant requests the property to be used as a foster care residency for children between five and ten years old. (Tax Parcel # MS42 000008 216).

8. Public Hearing and Consideration of a Motion to Approve:
 - a. **APPLICATION RZ 25-10-07**: Southeastern Property Acquisitions is requesting a Zoning Map Amendment of approximately 23.15-acres from R-3 (Medium Density Multi- Household Residential District) to MX (Mixed Use District) on property located at 6850 Cypress Lake Road (Tax Parcel # MS33 000023 002).
 - b. **APPLICATION RZ 25-10-08**: Southeastern Property Acquisitions is requesting a Zoning Map Amendment of approximately 5.22-acres from R-3 (Medium Density Multi- Household Residential) to MX (Mixed Use District) on property located 7406 Veterans Memorial Parkway (Tax Parcel # MS42000004A000).
9. Public hearing and consideration of a motion to approve: **APPLICATION RZ 25-10-09**: Boro Land Consultants, LLC & CE, Investments, LLC is requesting a Zoning Map Amendment from HOC (Highway Oriented Commercial District) to R-4 (High Density Residential District) of approximately .49-acres of property located at 201 North College Street (Tax Parcel # S17 000047 000).
10. Public hearing and first reading of **Ordinance 2025-18**: An Ordinance amending chapter 74, adding Article III Special Services District.
11. Consideration of a motion to waive formalities under Section 2-2-4 and unanimously approve **Ordinance 2025-19**: An ordinance amending Chapter 18 section 103 of the Statesboro Code of Ordinances to move the regulatory fee amounts from the Code to the Schedule of Rates, Fees, and Fines.
12. Consideration of a motion to approve **Resolution 2025-30**: A Resolution approving staff to apply to the Georgia Department of Transportation for the Transportation Alternatives Grant for engineering design for the Creek on the Blue Mile Project.
13. Consideration of a motion to approve **Resolution 2025-31**: A Resolution requesting local state legislative delegation to introduce legislation creating the Statesboro Public Facilities Authority.
14. Consideration of a motion to approve a contract with Goodwin Mills Cawood (GMC) in the amount of \$68,775.00 to perform phase 2 of a fire service fee study for the Statesboro Fire Department.
15. Consideration of a motion to amend the Memorandum of Understanding (MOU) with FS2 Land Holdings LLC, to cost share the construction of a Sewer Lift Station to serve Quail Run Subdivision, project WWD-32-H. Additional cost will be paid with funds from the American Rescue Plan Act (ARPA).
16. Consideration of a motion to award a contract to D&R Utility Construction in the amount of \$27,765.74 for the installation of two (2) 12-inch insertion valves within the water distribution system at the GSU Stadium water tank to be paid for with operating funds approved in the FY2026 CIP Budget item # WWD-204.

17. Consideration of a motion to approve a bid and enter into a contract with Reeves Construction Company in the amount of \$1,693,655.65 for the FY2025 Street Resurfacing project, ENG-128. Work funded by TSPLOST and GDOT LMIG funds.
18. Consideration of a motion to approve a Utility Relocation Agreement with Georgia Power Company in the amount of \$36,571.00 for the relocation of power utilities for construction of ENG-124e Max Lockwood Drive Roadway Improvements, to be funded by TSPLOST.
19. Consideration of a motion to approve a contract with Quality Tire Recycling, LLC. for disposal of scrap tires received by the Solid Waste Disposal Division, to be funded by Solid Waste Disposal Funds.
20. Consideration of a motion to approve a Master Services Agreement and Task Order 1A with EMC Engineering Services, Inc., in the amount of \$1,453,474, for engineering design services for drainage improvements to Little Lotts Creek for the Creek on the Blue Mile, project STM-34. This phase of work to be funded by an ongoing GEFA Grant.
21. Consideration of a motion to approve a Master Services Agreement and Task Order 1 with Michael Baker International, Inc., in a not-to-exceed amount of \$100,000.00, for engineering design services for the bridges on the Creek on the Blue Mile, project STM-34, to be funded by GDOT.
22. Other Business from City Council
23. City Managers Comments
24. Public Comments (General)
25. Consideration of a Motion to enter into Executive Session to discuss “Personnel Matters” “Real Estate” and/or “Potential Litigation” in accordance with O.C.G.A 50-14-3(b)
26. Consideration of a Motion to Adjourn



CITY OF STATESBORO
WORK SESSION MINUTES
OCTOBER 21, 2025

Mayor & Council Work Session

50 East Main Street

3:30 PM

A Work Session of the Statesboro City Council was held on October 21, 2025 at 3:30 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Jonathan McCollar; Council Members: Tangie Johnson, Paulette Chavers, 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 Affairs Manager Layne Phillips. Absent was Councilmember Ginny Hendley.

1. Gas Infrastructure

Matt Aycock, Director of Public Utilities provided Mayor and Council with an overview of the City's natural gas infrastructure, noting that the original 6-inch high-pressure gas line from Screven County was installed in the 1950s and is still the main supply line 70 years later. He explained how the system has been extended over the years: in the 1990s to feed Gateway Industrial Park, Walmart Distribution, and Briggs and Stratton, in the 2000s to serve the City of Metter and in 2010 to Bruce Young and Doug Park. Matt emphasized that the city has now essentially reached capacity due to the Hyundai plant and related growth, with only about 75 MCFs per hour available in the industrial park area.

Jack Sapp of Sapp Engineering Services presented 2 scenarios to increase the natural gas capacity. Scenario 1: This option would involve Statesboro building a line from Highway 80 at Highway 280 up to Highway 301 at an estimated cost of \$20 million. This would add 685 MCF per hour in capacity and create opportunities to serve new customers along the route.

Scenario 2: This would involve sharing costs with Claxton, where Statesboro would run a 12-inch line and connect with Claxton's system. This would provide 960 MCF per hour for Statesboro at a cost of approximately \$17 million for Statesboro (with Claxton contributing \$5.5 million).

Chris Cohen the director of economic development with the Municipal Gas Authority discussed how the Hyundai plant significantly accelerated the demand for natural gas in the region. He emphasized the importance of system redundancy, explaining that a recent gas leak incident could have been handled better if there had been interconnection between systems. Cohen mentioned funding options including a new Senate Bill 13 that allows GEFA to fund natural infrastructure, and the Municipal Gas Authority's willingness to help with project funding.

2. Policy for Private Streets – Creating a Special Service District

Olympia Gaines Assistant to the City Manager provided an update on the proposed policy for private streets. Olympia presented draft documents for a special service district (SSD) ordinance and private streets policy, which included revisions since the previous presentation. She explained that staff met with the Cobblestone subdivision HOA on October 13th to share information about the proposed SSD ordinance and street policy, answering questions and providing rough cost estimates for street improvements. Olympia noted that Brad with engineering and his staff are working to secure more specific cost information. Once obtained, notices will be sent to all Cobblestone residents detailing the process, costs, and other relevant information before

proceeding to a public hearing and first reading. The process that would follow the ordinance adoption includes: property owners would receive a petition to distribute among residents to support or oppose the SSD, residents would have 90 days to obtain the minimum threshold of signatures (75% recommended), if successful, the petition would be returned to the city of verification, a public hearing would be held to review the details and council would then consider adopting a resolution to create the SSD.

Councilmembers agreed with the 75% threshold recommendation. City Manager Charles Penny emphasized that the city would not just leave the process to the HOA, but would help identify and notify all property owners, while the HOA would assist in encouraging residents participation.

3. Creek on the Blue Mile – Contract

Brad Deal, Director of Engineering and Public Works provided an update on the Creek on the Blue Mile project, explaining that due to multiple funding sources, the project is being divided into three different contracts, this is just for the design and not the construction.

Contract 1 is the drainage and flood control on the creek from West Jones Ave to Gentilly Road, the City received a grant from GEFA for \$5.5 million dollars approximately \$2.7 million is remaining. Some of it was used in the previous design work from Freeze and Nicholes. Following a state procurement process after the Freeze and Nicholes contract was terminated, EMC Engineering was selected after a new RFQ, in terms of evaluation that staff did.

Contract 2 is the design of a multi-use trail on both sides of the creek from South College Street to Zetterower Ave. The city received a TAP (Transportation Alternatives Program) grant administered by GDOT for \$2,120,000 for construction, but additional funds are needed for the estimated \$1.7 million design costs.

Contract 3 is for the design of new bridges at South Main, Fair Road, and Zetterower Ave, with \$3 million awarded for design and an additional \$6.5 million for construction. Michael Baker International has been selected as the consultant, with negotiations nearing completion

He noted that they are currently trying to secure additional TAP funding for the design of the multi-use trail. While the bridge design could potentially move forward independently, the trail and drainage components are closely interlocked. GDOTs approval process is complex and it affects the project's cost and timeliness. We should have something to present to council at the first meeting in November.

4. Data Centers

Justin Williams, Director of Planning, presented information on data centers, explaining they are dedicated facilities for housing computer systems, storage drives, and networking equipment. Justin provided a historical overview, showing how they have evolved from the 1940s to modern hyperscale facilities. Justin noted that Georgia lacks established best practices for regulating data centers, and municipalities are largely left to determine their own approaches. Currently, there isn't even a Development Regional Impact process in place for these facilities, though DCA and the regional commission are expected to establish one by November. Economic impacts of data centers are; substantial tax revenue, low public service demands, limited job creation, potential to attract other tech development. Infrastructure and environmental concerns are enormous energy consumption, potential high water consumption, possible natural gas demand and environmental impacts from backup generators and tree canopy loss. Justin noted that the City's ordinances contain only one reference to data storage centers, and recommended that staff research and create appropriate legislation as the city has received multiple inquiries about data center development. Staff recommends allowing an ordinance regarding data centers moving forward. Mayor stated he would like to put his eyes on one of the buildings to see it himself. City Manager Charles Penny agreed, emphasizing the importance of understanding the impact before establishing zoning requirements.

5. Bike Lanes

Justin Williams, Director of Planning, provided information about the city's current requirements for bike lanes and sidewalks in new developments. He explained that the UDC (Unified Development Code) categorizes streets as local, collector, or arterial roads, with different right-of-way requirements for each. He noted that the city's comprehensive plan includes retrofitting suitable roads for bicycle traffic and identifies 13 bike and pedestrian projects for the next five years. The strategic plan also addresses collaboration with Public works and the Greener Boro Commission to identify suitable areas for bicycle projects. Current requirements for sidewalks include: mandatory sidewalks for new developments on arterial and collector roads, required sidewalks for townhome developments and commercial developments on public rights-of-way and no requirement for sidewalks in standard subdivisions unless there's a public safety issue.

Justin stated that most developers are voluntarily including sidewalks in new subdivisions because they recognize their value, even though not required. He stated that the Fern Hill Farms neighborhood was built with incentives that required sidewalks on at least one side.

Justin discussed "complete streets" principals that create roadways providing safe transportation for everyone, but noted these are typically more appropriate for urbanized areas. Staff recommends to continue integrating capital projects with sidewalk enhancement opportunities and apply complete street principals to municipal projects, but not to require bike lanes in new developments due to safety concerns and cost implications.

6. Update on Building in Statesboro

Justin Williams Director of Planning provided an update on the housing development in Statesboro, reporting approximately 5,870 new units approved, with about 3,090 currently under some stage of construction. He presented permit issuance data comparing January – October 2024 to the same period in 2023: 2023 125 total permits for residential and multifamily and 2024 had 400 permits issued, showing a significant increase. The valuation of single-family development had increased dramatically with 2023 having \$1.6 million in single-family development and 2024 having \$30 million in valuation for single-family permits.

Justin noted that while there was some slowdown in residential development, this was partially due to a shift toward commercial development. He presented a map showing development spread across the city, with areas in red indicating vertical construction already underway.

The meeting was adjourned at 4:51 pm.

Jonathan McCollar, Mayor

Leah Harden, City Clerk



CITY OF STATESBORO
COUNCIL MINUTES
OCTOBER 21, 2025

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

1. Call to Order

Mayor Jonathan McColiar called the meeting to order

2. Invocation and Pledge

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

ATTENDANCE

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

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

3. Recognitions/Public Presentations

A) Presentation of retirement award to Ronnie Swint, Water & Sewer Crew Leader who is retiring effective November 1, 2025 after 20 years of dedicated service to the City of Statesboro

Mayor McColiar presented a retirement award to Ronnie Swint, Water & Sewer Crew Leader who will be retiring effective November 1, 2025 after 20 years of dedicated service the City of Statesboro.

4. Public Comments (Agenda Item): None

5. Consideration of a Motion to approve the Consent Agenda

A) Approval of Minutes

a) 10-07-2025 Council Minutes

b) 10-07-2025 Executive Session Minutes

B) Consideration of a motion to approve the surplus of a 2012 Ford Explorer in the Statesboro Police Department.

A motion was made to approve the consent agenda.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Mayor Pro Tem Shari Barr
AYES:	Johnson, Chavers, Hendley, Riggs, Barr
ABSENT:	

6. Second reading and consideration of a motion to approve Ordinance 2025-10: An Ordinance updating and replacing Article VI of Chapter 18 of the Statesboro Code of Ordinances for Massage Establishments.

A motion was made to approve Ordinance 2025-10: An Ordinance updating and replacing Article VI of Chapter 18 of the Statesboro Code of Ordinances for Massage Establishments.

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

7. Second reading and consideration of a motion to approve Ordinance 2025-11: an Ordinance amending Chapter 18 of the Statesboro Code of Ordinances by adding Article XIV for Salons.

A motion was made to approve Ordinance 2025-11: an Ordinance amending Chapter 18 of the Statesboro Code of Ordinances by adding Article XIV for Salons.

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

8. Public hearing and consideration of a motion to approve APPLICATION RZ 25-09-01: Zero Gravity Outreach request a Zoning Amendment from LI (Light Industrial) zoning district to the CBD (Central Business District) zoning district in order to redevelop the property for a community event venue and recreational facility at 19 Railroad Street (Tax Parcels # S27 00057 000, S27000057 A000, S27 00060 000, S27 000058 000, S27 00059 001, S27 000059 000).

A motion was made to open the public hearing.

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

The applicant spoke in favor of the request, explaining that they intend to build an event space that would be a safe place for families and children.

No one spoke against the request.

A motion was made to close the public hearing.

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

A motion was made to approve APPLICATION RZ 25-09-01: Zero Gravity Outreach request a Zoning Amendment from LI (Light Industrial) zoning district to the CBD (Central Business District) zoning district in order to redevelop the property for a community event venue and recreational facility at 19 Railroad Street (Tax Parcels # S27 00057 000, S27000057 A000, S27 00060 000, S27 000058 000, S27 00059 001, S27 000059 000).

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

9. Consideration of a motion to approve Ordinance 2025-12: An Ordinance annexing 355 Langston Chapel Road into the City of Statesboro.

A motion was made to approve Ordinance 2025-12: An Ordinance annexing 355 Langston Chapel Road into the City of Statesboro.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Hendley, Riggs, Barr
ABSENT:	

10. Consideration of a motion to approve Ordinance 2025-13: An Ordinance to adopt the updated City of Statesboro Speed Control Ordinance and the accompanying list of roadways, List Number 10032025, in order to enforce speed limits within the city limits utilizing speed detection devices.

City Manager Charles Penny explained that this ordinance would normally require two readings, but staff is asking Council to waive that requirement and go ahead and approve the ordinance. This ordinance is something that is updated every three years to enable the police to continue using radar for speed enforcement.

A motion was made to waive the formalities of City Code section 2-2-4 and approve Ordinance 2025-13: An Ordinance to adopt the updated City of Statesboro Speed Control Ordinance and the accompanying list of roadways, List Number 10032025, in order to enforce speed limits within the city limits utilizing speed detection devices.

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

11. Consideration of a motion to accept the recommended retirement of K9 Smokey in the Statesboro Police Department and release ownership of him to his handler APO Patrick Webb for the remainder of his life.

A motion was made to accept the recommended retirement of K9 Smokey in the Statesboro Police Department and release ownership of him to his handler APO Patrick Webb for the remainder of his life.

RESULT:	Approved (Unanimous)
MOVER:	Mayor Pro Tem Shari Barr
SECONDER:	Councilmember Tangie Johnson
AYES:	Johnson, Chavers, Hendley, Riggs, Barr
ABSENT:	

12. Consideration of a motion to approve a Memorandum of Understanding (MOU) with The Board of Regents of the University System of Georgia (Georgia Southern University) to place a health kiosk at 58 East Main Street.

A motion was made to approve a Memorandum of Understanding (MOU) with The Board of Regents of the University System of Georgia (Georgia Southern University) to place a health kiosk at 58 East Main Street.

RESULT:	Approved (Unanimous)
MOVER:	Councilmember Tangie Johnson
SECONDER:	Mayor Pro Tem Shari Barr
AYES:	Johnson, Chavers, Hendley, Riggs, Barr
ABSENT:	

13. Consideration of a motion to approve a Memorandum of Agreement with the United States Army Training and Doctrine Command to participate in the U.S. Army Partnership for Your Success (PaYS) Program.

A motion was made to approve a Memorandum of Agreement with the United States Army Training and Doctrine Command to participate in the U.S. Army Partnership for Your Success (PaYS) Program.

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

14. Consideration of a motion to approve Change Order #1 in the amount of \$152,771.84, to Cartee Construction & Utilities for the Ramble Road Sanitary Sewer project; to be paid with ARPA funds included in CIP project #WWD 32-C.

A motion was made to approve Change Order #1 in the amount of \$152,771.84, to Cartee Construction & Utilities for the Ramble Road Sanitary Sewer project; to be paid with ARPA funds included in CIP project #WWD 32-C.

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

15. Other Business from City Council

Councilmember Shari Barr announced several upcoming events:

- A tree giveaway on Friday at 3:00 PM at the food bank, where residents can receive 7-gallon pot trees by bringing a food donation
- A resource fair on Saturday from 10:00 AM to 2:00 PM at the City of David Church on Institute Street, hosted by the Youth Council and the city
- Recycle Fest on November 1st to be held downtown on East Vine Street, which will include opportunities to shred materials and various vendors

16. City Managers Comments

Mr. Penny shared several announcements:

- The United Way kickoff lunch would be held tomorrow at the Convention and Business Bureau in the Farmers Market area
- Regarding the West Main Street sidewalk project change order from the previous meeting, the city was reimbursed \$37,208.80 by the design firm for their error
- A recruit firefighter pinning ceremony would be held on Saturday, October 26 at 9:00 AM at Fire Station 1 on Grady Street
- A tree lighting ceremony would take place on November 25th at 5:00 PM at the art park in downtown Statesboro
- A groundbreaking ceremony for Fire Station 3 would be held on October 30th at 10:00 AM on Brandon Street

Councilmember John Riggs reminded everyone that the Thrill of Flight event for children in grades 3-12 would be held this Saturday from 9:00 AM to 2:00 PM. He noted that registration was available at firstflightga.gov and would take place at the Statesboro airport.

Mayor Pro Tem Shari Barr reminded citizens to vote, noting that there were city offices up for election as well as decisions about ESPLOST.

17. Public Comments (General):

Don DeVine thanked the Mayor and Council for "bringing massage therapy back into legitimacy." He expressed gratitude to the city manager's office, city attorney's office, clerk's office, and all council members for their work in moving massage-related bodywork into the appropriate regulatory framework.

**18. 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.

19. Consideration of a Motion to Adjourn

A motion was made to

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

The meeting was adjourned at 6:03 p.m.

Jonathan McCollar, Mayor

Leah Harden, City Clerk

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: November 10, 2025

RE: November 18, 2025 City Council Agenda Items

Policy Issue: *Unified Development Code: Annexation Request*

Recommendation: Staff Recommends Approval of the Ordinance 2025-13.

Background: Brad Deal requests an Annexation of approximately 79.46-acres of property on Lakeview Road in order to utilize as an expansion of the existing municipal inert landfill/transfer station (Tax Parcel# MS58000021 000)

Budget Impact: None

Council Person and District: District 1 (Johnson)

Attachments: Annexation Resolution & Cover Letter

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: November 10, 2025

RE: November 18, 2025 City Council Agenda Items

Policy Issue: *Unified Development Code: Annexation Request*

Recommendation: Staff Recommends Approval of the Ordinance 2025-14.

Background: Brad Deal requests an Annexation of approximately 19.0 acres of property on Landfill Road in order to utilize as an expansion of the existing municipal inert landfill/transfer station (Tax Parcel# 074 000021A000).

Budget Impact: None

Council Person and District: District 1 (Johnson)

Attachments: Annexation Resolution & Cover Letter

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: November 10, 2025

RE: November 18, 2025 City Council Agenda Items

Policy Issue: *Unified Development Code: Annexation Request*

Recommendation: Staff Recommends Approval of the Ordinance 2025-15.

Background: Brad Deal requests an Annexation of approximately 4.82 acres of property on Landfill Road in order to utilize as an expansion of the existing municipal inert landfill/transfer station (Tax Parcel# 074 000021 000).

Budget Impact: None

Council Person and District: District 1 (Johnson)

Attachments: Annexation Resolution & Cover Letter

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: November 10, 2025

RE: November 18, 2025 City Council Agenda Items

Policy Issue: *Unified Development Code: Annexation Request*

Recommendation: Staff Recommends Approval of the Ordinance 2025-16.

Background: Brad Deal requests an Annexation of approximately 84-acres of property on Landfill Road in order to utilize as an expansion of the existing municipal inert landfill/transfer station (Tax Parcel# 074 0000020 000).

Budget Impact: None

Council Person and District: District 1 (Johnson)

Attachments: Annexation Resolution & Cover Letter

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: November 10, 2025

RE: November 18, 2025 City Council Agenda Items

Policy Issue: *Unified Development Code: Annexation Request*

Recommendation: Staff Recommends Approval of the Ordinance 2025-17.

Background: Brad Deal requests an Annexation of approximately 38.73 acres of property on Lakeview Road in order to utilize as an expansion of the existing municipal inert landfill/transfer station (Tax Parcel# MS57000003 002).

Budget Impact: None

Council Person and District: District 1 (Johnson)

Attachments: Annexation Resolution & Cover Letter

CITY OF STATESBORO

COUNCIL

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



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

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

To: Charles Penny, City Manager

From: Justin Williams, Director of Planning & Development

Date: November 10, 2025

RE: Annexation Request – Lakeview & Landfill Road

Pursuant to the informational notice sent to the City Council on September 30, 2025, the attached Ordinances are submitted for the annexation of approximately 226.01 acres of property located on Lakeview Road, and Landfill Road (Tax Parcels MS58000021 000, 074 000021A000, 074000021 000, 074000020 000, MS57000003 000).

This annexation falls under the 100% annexation method as required by the Department of Community Affairs (DCA). Due to the existing, compliant zoning of the property and the project's current ownership, no extensive supplemental analysis or a zoning map amendment was required.

The placement of this item on the agenda complies with all mandated timeframes, and Bulloch County signed jointly to initiate certain tracts of land for annexation.

ORDINANCE # 2025 - 13:
AN ORDINANCE TO ANNEX PROPERTY
INTO THE CITY OF STATESBORO

WHEREAS, the Mayor and City Council of the City of Statesboro Georgia, and the Bulloch County Board of Commissioners having desired annexation as the owners of 100 percent of the property to be annexed; and

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

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

Section 1. The area contiguous to the City of Statesboro as described in the Unified Development Code, which is attached to and incorporated as part of this ordinance, is hereby annexed into the City of Statesboro and is made a part of said city. Said property also being known as Bulloch County tax map parcel # MS58000021 000 and further described under Appendix A:

Section 2. This ordinance shall become effective on December 1, 2025.

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

Section 4. On the effective date of the annexation, this property shall be placed in Council District 1 of the City of Statesboro.

Section 5. This property shall be zoned R-40 (One-Household Residential) and located within the Conservation character area on the City of Statesboro Future Development Map pursuant to the vote of the Statesboro City Council held on November 18, 2025 subsequent to a public hearing regarding the zoning of said property.

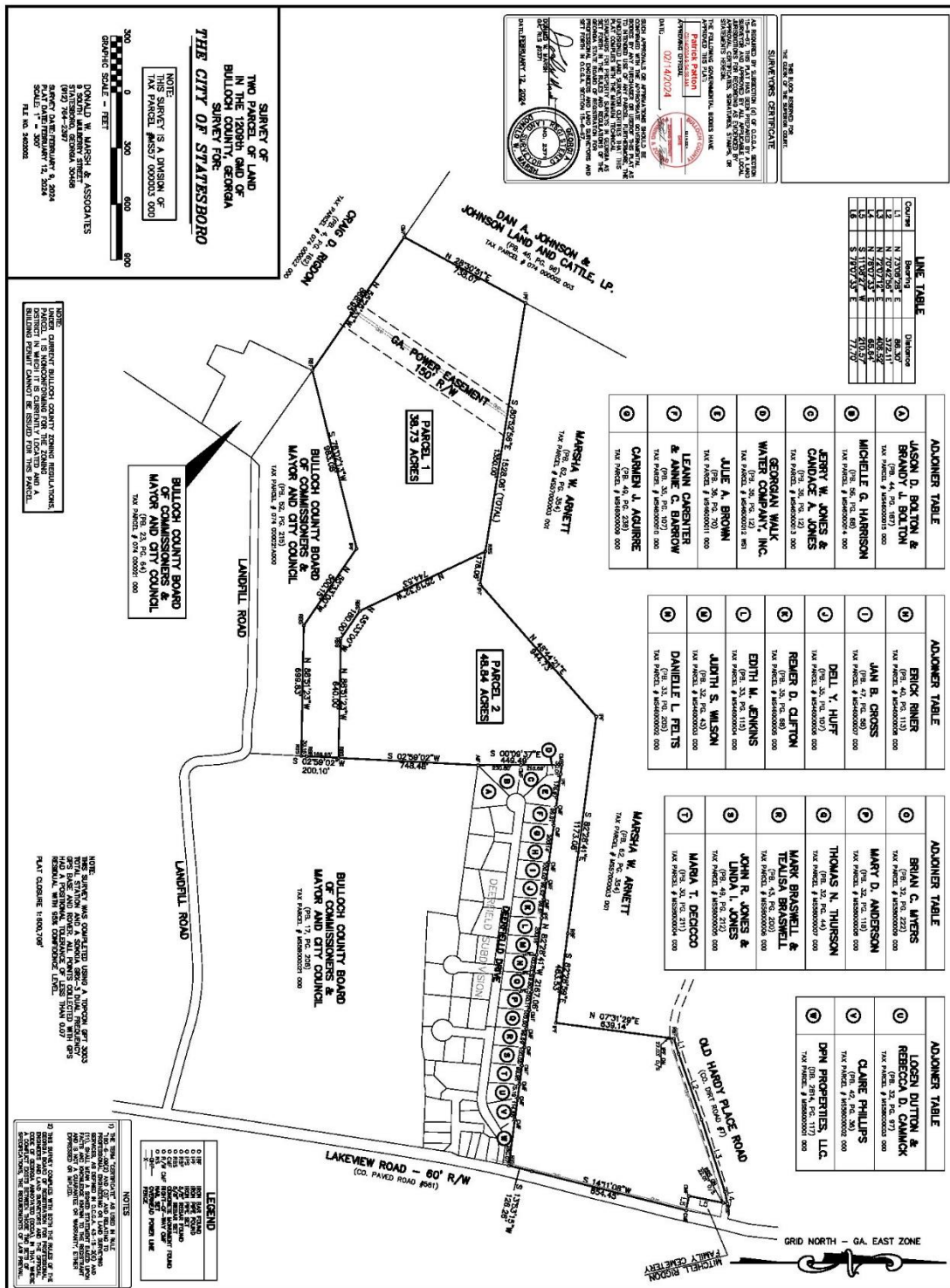
Section 6. All ordinances and parts of ordinances in conflict with this ordinance are repealed. APPROVED this 18th day of November, 2025 by the Mayor and Council of the City of Statesboro.

ATTEST:

Jonathan McCollar, Mayor

Leah Harden, City Clerk

Property to be annexed on the survey below and further described as approximately 79.46 +/- acres of land located on Lakeview Road (Tax Parcel # MS58000021 000)



ORDINANCE # 2025 - 14:
AN ORDINANCE TO ANNEX PROPERTY
INTO THE CITY OF STATESBORO

WHEREAS, the Mayor and City Council of the City of Statesboro Georgia, and the Bulloch County Board of Commissioners having desired annexation as the owners of 100 percent of the property to be annexed; and

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

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

Section 1. The area contiguous to the City of Statesboro as described in the Unified Development Code, which is attached to and incorporated as part of this ordinance, is hereby annexed into the City of Statesboro and is made a part of said city. Said property also being known as Bulloch County tax map parcel # 074 000021A000 and further described under Appendix A:

Section 2. This ordinance shall become effective on December 1, 2025.

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

Section 4. On the effective date of the annexation, this property shall be placed in Council District 1 of the City of Statesboro.

Section 5. This property shall be zoned R-40 (One-Household Residential) and located within the Conservation character area on the City of Statesboro Future Development Map pursuant to the vote of the Statesboro City Council held on November 18, 2025 subsequent to a public hearing regarding the zoning of said property.

Section 6. All ordinances and parts of ordinances in conflict with this ordinance are repealed. APPROVED this 18th day of November, 2025 by the Mayor and Council of the City of Statesboro.

ATTEST:

Jonathan McCollar, Mayor

Leah Harden, City Clerk

ORDINANCE # 2025 - 15:
AN ORDINANCE TO ANNEX PROPERTY
INTO THE CITY OF STATESBORO

WHEREAS, the Mayor and City Council of the City of Statesboro Georgia, and the Bulloch County Board of Commissioners having desired annexation as the owners of 100 percent of the property to be annexed; and

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

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

Section 1. The area contiguous to the City of Statesboro as described in the Unified Development Code, which is attached to and incorporated as part of this ordinance, is hereby annexed into the City of Statesboro and is made a part of said city. Said property also being known as Bulloch County tax map parcel # 074 000021 000 and further described under Appendix A:

Section 2. This ordinance shall become effective on December 1, 2025.

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

Section 4. On the effective date of the annexation, this property shall be placed in Council District 1 of the City of Statesboro.

Section 5. This property shall be zoned R-40 (One-Household Residential) and located within the Conservation character area on the City of Statesboro Future Development Map pursuant to the vote of the Statesboro City Council held on November 18, 2025 subsequent to a public hearing regarding the zoning of said property.

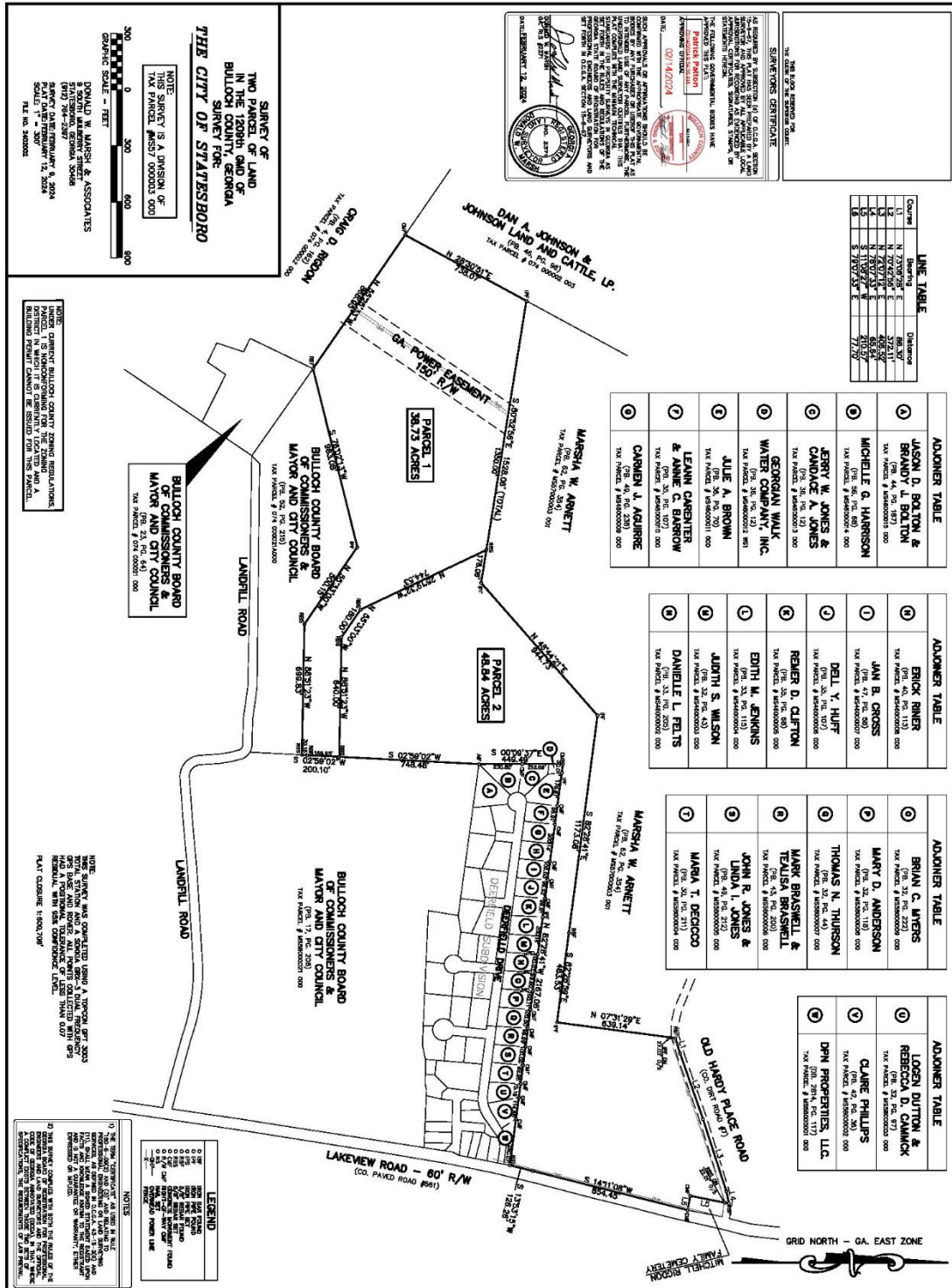
Section 6. All ordinances and parts of ordinances in conflict with this ordinance are repealed. APPROVED this 18th day of November, 2025 by the Mayor and Council of the City of Statesboro.

ATTEST:

Jonathan McCollar, Mayor

Leah Harden, City Clerk

Property to be annexed on the survey below and further described as approximately 4.82 +/- acres of
land located on Landfill Road (Tax Parcel # 074 000021 000)



ORDINANCE # 2025 - 16:
AN ORDINANCE TO ANNEX PROPERTY
INTO THE CITY OF STATESBORO

WHEREAS, the Mayor and City Council of the City of Statesboro Georgia, having desired annexation as the owner of 100 percent of the property to be annexed; and

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

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

Section 1. The area contiguous to the City of Statesboro as described in the Unified Development Code, which is attached to and incorporated as part of this ordinance, is hereby annexed into the City of Statesboro and is made a part of said city. Said property also being known as Bulloch County tax map parcel # 074 000020 000 and further described under Appendix A:

Section 2. This ordinance shall become effective on December 1, 2025.

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

Section 4. On the effective date of the annexation, this property shall be placed in Council District 1 of the City of Statesboro.

Section 5. This property shall be zoned R-40 (One-Household Residential) and located within the Conservation character area on the City of Statesboro Future Development Map pursuant to the vote of the Statesboro City Council held on November 18, 2025 subsequent to a public hearing regarding the zoning of said property.

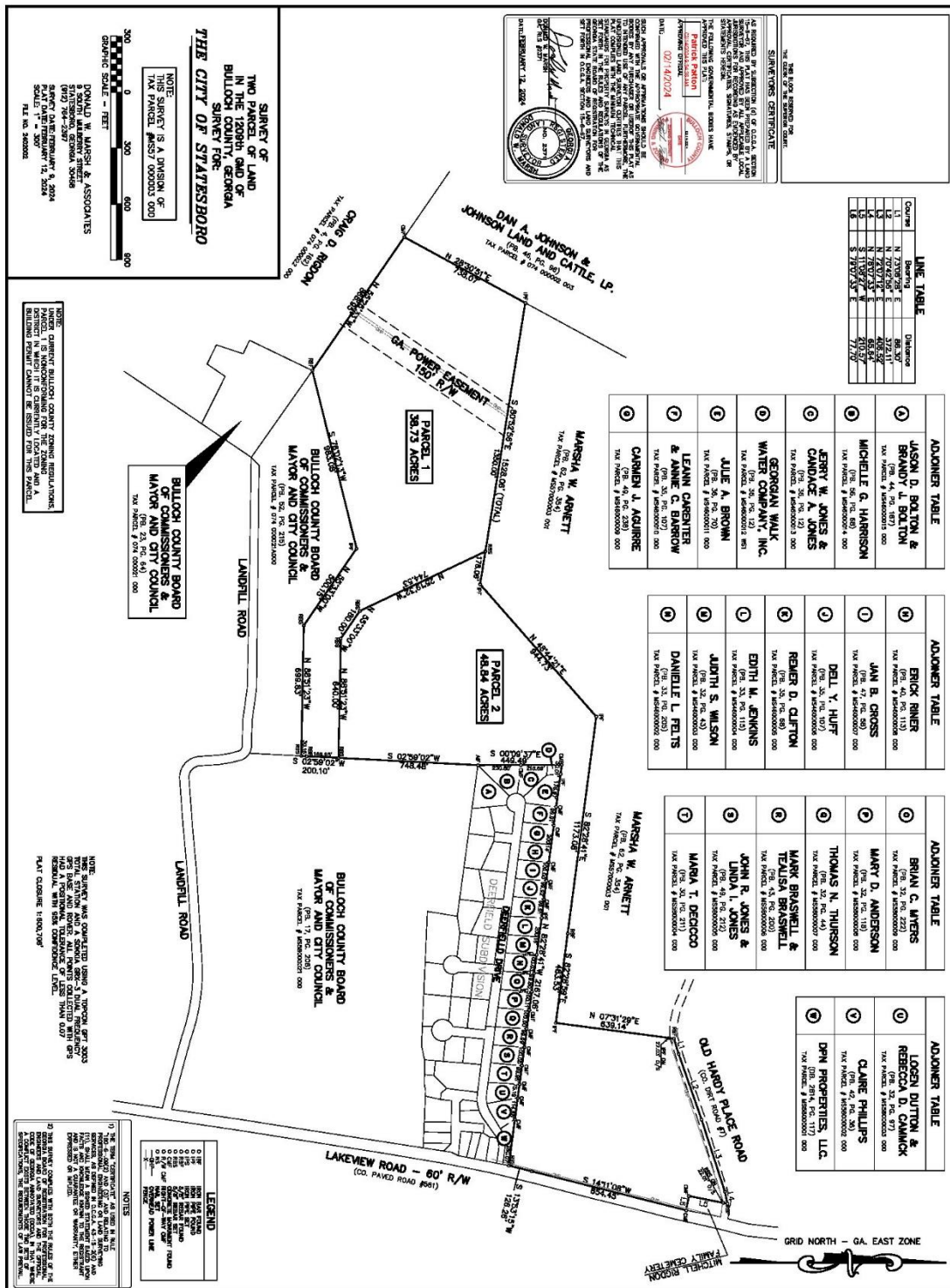
Section 6. All ordinances and parts of ordinances in conflict with this ordinance are repealed. APPROVED this 18th day of November, 2025 by the Mayor and Council of the City of Statesboro.

ATTEST:

Jonathan McCollar, Mayor

Leah Harden, City Clerk

Property to be annexed on the survey below and further described as approximately 84 +/- acres of land located on Landfill Road (Tax Parcel # 074 000020 000)



ORDINANCE # 2025 - 17:
AN ORDINANCE TO ANNEX PROPERTY
INTO THE CITY OF STATESBORO

WHEREAS, the Mayor and City Council of the City of Statesboro Georgia, having desired annexation as the owner of 100 percent of the property to be annexed; and

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

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

Section 1. The area contiguous to the City of Statesboro as described in the Unified Development Code, which is attached to and incorporated as part of this ordinance, is hereby annexed into the City of Statesboro and is made a part of said city. Said property also being known as Bulloch County tax map parcel # MS57000002 000 and further described under Appendix A:

Section 2. This ordinance shall become effective on December 1, 2025.

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

Section 4. On the effective date of the annexation, this property shall be placed in Council District 1 of the City of Statesboro.

Section 5. This property shall be zoned R-40 (One-Household Residential) and located within the Conservation character area on the City of Statesboro Future Development Map pursuant to the vote of the Statesboro City Council held on November 18, 2025 subsequent to a public hearing regarding the zoning of said property.

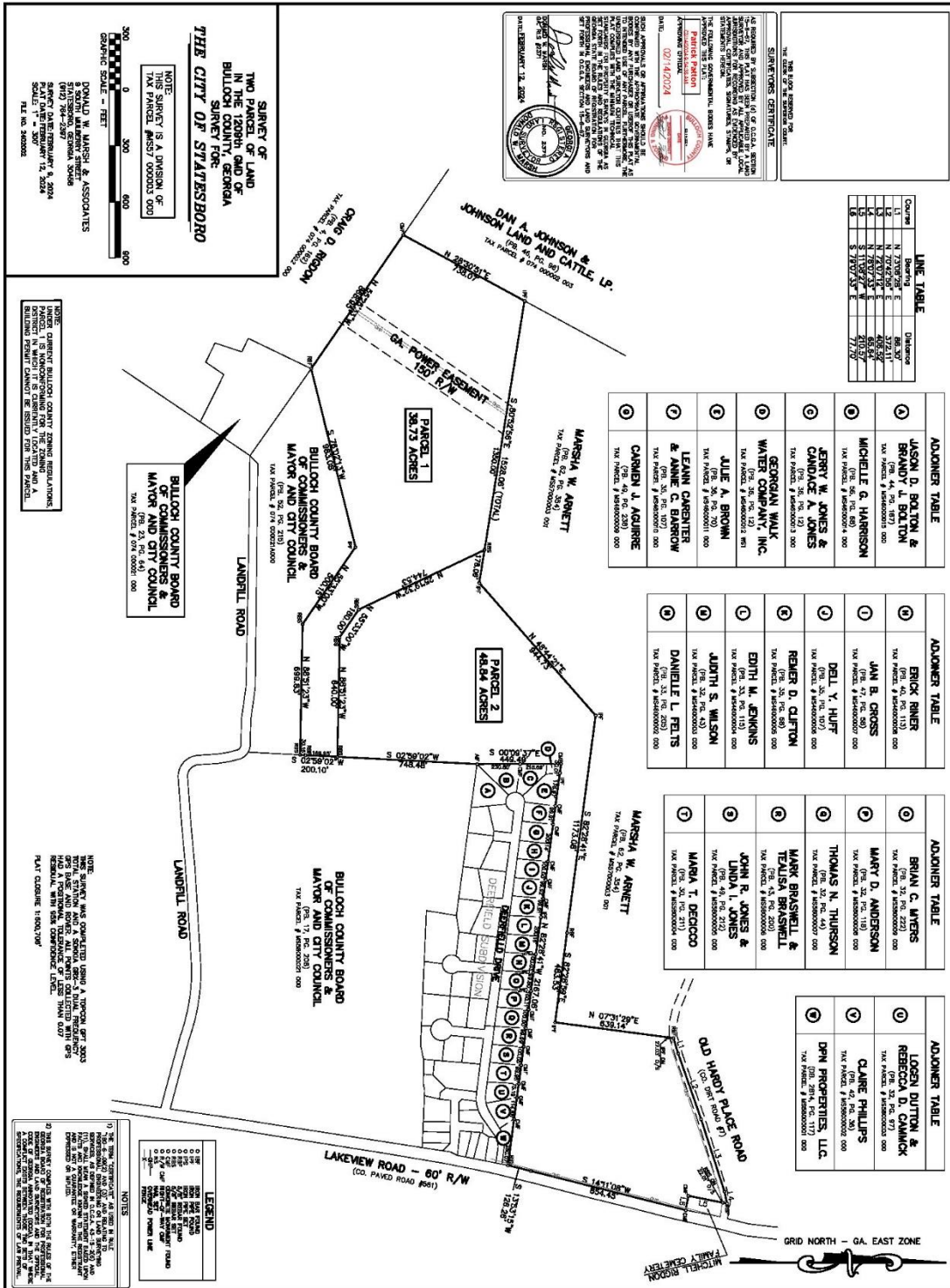
Section 6. All ordinances and parts of ordinances in conflict with this ordinance are repealed. APPROVED this 18th day of November, 2025 by the Mayor and Council of the City of Statesboro.

ATTEST:

Jonathan McCollar, Mayor

Leah Harden, City Clerk

Property to be annexed on the survey below and further described as approximately 38.73 +/- acres of land located on Landfill Road (Tax Parcel # MS57000002 000)



CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: November 10, 2025

RE: November 18, 2025 City Council Agenda Items

Policy Issue: *Unified Development Code: Special Use Permit*

Recommendation: Planning Commission recommends approval of the Special Use Permit and staff conditions with a 7-0 vote.

Background: Brenda Neal requests a special use permit for the property at 9041 Whispering Pines Boulevard. Applicant requests the property to be used as a foster care residency for children between five and ten years old. (Tax Parcel # MS42 000008 216).

Budget Impact: None

Council Person and District: District 2 (Chavers)

Attachments: Development Services Report SU 25-10-06



City of Statesboro-Department of Planning and Development

ZONING SERVICES REPORT

P.O. Box 348
Statesboro, Georgia 30458

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

SU 25 10-06 SPECIAL USE PERMIT REQUEST	
LOCATION:	9041 Whispering Pines Blvd
PETITIONER/REPRESENTATIVE	RDJ LLC/Brenda Neal
EXISTING ZONING:	R-6 (One Household Residential)
PROPOSED ZONING:	N/A
OVERLAYS/DISTRICTS:	N/A
FUTURE LAND USE CLASSIFICATION	Established Residential Neighborhood
TOTAL ACRES:	0.46-acres (20,037.6sq ft)
PARCEL TAX MAP #:	MS42000008 216
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Rental Property
SPECIAL USE REQUEST(S):	To establish a group home, UDC section 2.4.9 Residential Uses by a Special Use Permit.

Planning Commission: November 4, 2025

City Council: November 18, 2025

STAFF/PLANNING COMMISSION RECOMMENDATION

SU 25-10-06 CONDITIONAL APPROVAL

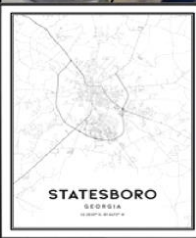
DETAILED DISCUSSION
HISTORY
The 1697 sq ft - single family house with attached garage was constructed in 2016 in the Whispering Pines subdivision and has been owned by RDJ LLC since 2018 as a rental property.
REQUEST
The special permit request is to allow a group home to be establish in a R-6 (One Household Residential) zone, which according to the UDC Section, is allowable by special use permit. The group home would be foster children between the ages of 5 and 10 years old.

Case# SU-25-10-06
9041 Whispering Pines
BLVD
Parcel: MS42000008216

Location Map

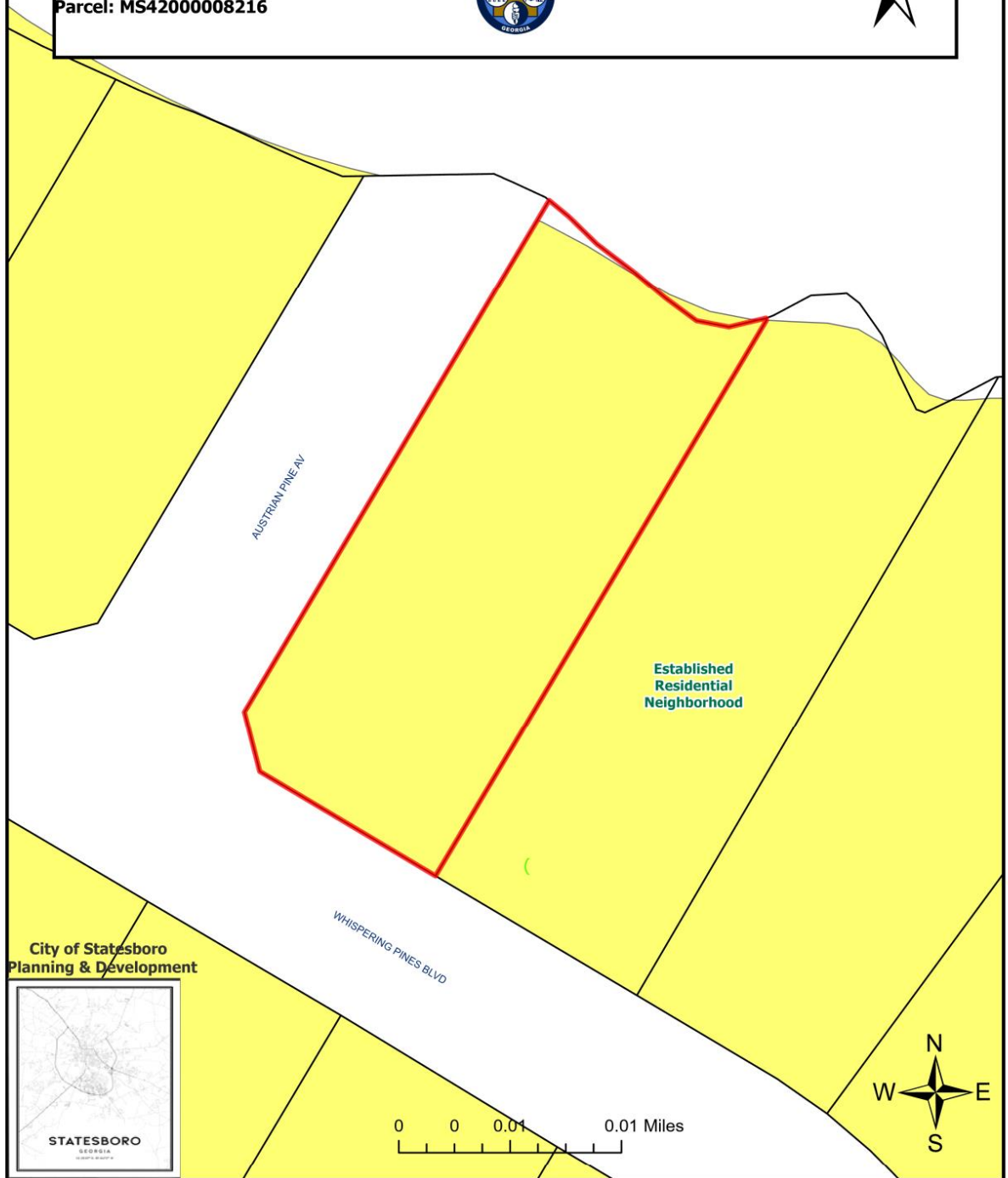


City of Statesboro
Planning & Development



Case# SU-25-10-06
9041 Whispering Pines
BLVD
Parcel: MS42000008216

Future Land Use Map

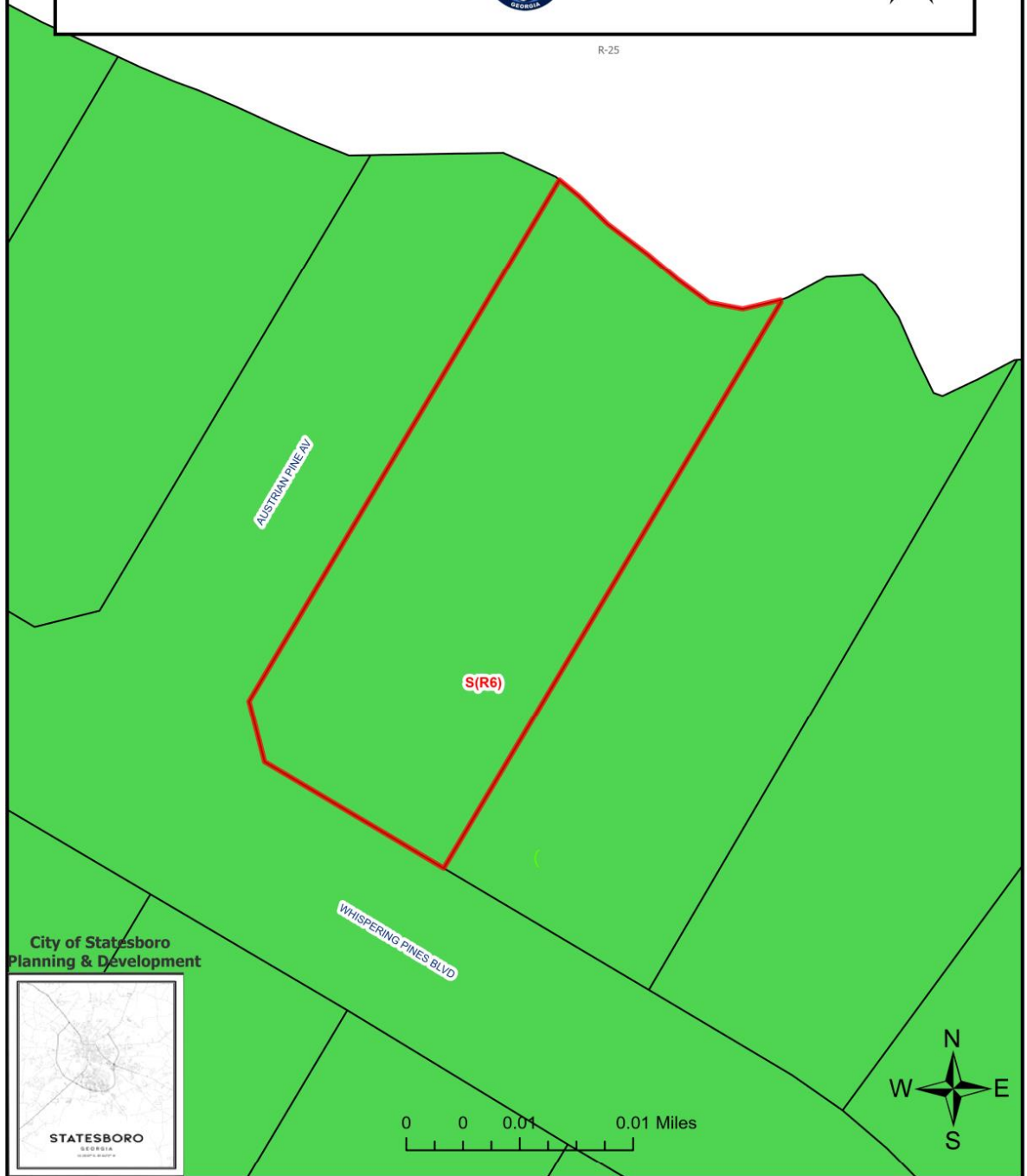


Case# SU-25-10-06
9041 Whispering Pines
BLVD
Parcel: MS42000008216

Zoning Map



R-25



SURROUNDING LAND USES/ZONING		
Location	Zoning Information	Land Use
North	Bulloch County R-25 (Single-Family Residential)	Bulloch County Vacant
Northeast	Bulloch County R-25 (Single-Family Residential)	Bulloch County Vacant
East	R-6 (One Household Residential)	Residential
Northwest	Bulloch County R-25 (Single-Family Residential)	Bulloch County Vacant
Southeast	R-6 (One Household Residential)	Residential
South	R-6 (One Household Residential)	Residential
Southwest	R-6 (One Household Residential)	Residential
West	R-6 (One Household Residential)	Residential

SITE CHARACTERISTICS	
Overlay/District	None
Acreage	0.46-acres (20,037.6sq ft)
Lot	73 x 227 sq ft lot with a single-family home
Flooding	None on the parcel, however, there is a floodway that reached to the northeast corner of the property.
Wetlands	There are wetlands on the property and the surrounding area.
Easements	None on the parcel or nearby.

STAFF SUMMARY AND ANALYSIS

The petitioner is requesting a special use permit to allow residency and foster care for children between the ages 5 and 10 years old.

The *City of Statesboro 2024 Comprehensive Master Plan* shows this area as a part of the “Established Residential Neighborhood,” which are neighborhoods that have been developed and may contain some non-residential uses. These areas are typically low to medium density; however, some higher density residential neighborhoods are located within this area. Significant growth and change are generally not anticipated in this area,

The request is consistent with the comprehensive plan and remains consistent with character of the surrounding area.

ENVIRONMENTAL SITE ANALYSIS

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

CONDITIONAL ZONING STANDARDS OF REVIEW

The Statesboro Zoning Ordinance permits the grant of conditional zoning upon a finding by the governing body that the requested use is “of the same general character” as those uses permitted within the district without the grant of a special exception and requires that “in determining the compatibility of the conditional use with adjacent properties and the overall community, the Mayor and City Council (will) consider the same criteria and guidelines [as\ for] determinations of amendments.” Chapter 2: Section 2.7.6(K) of the Unified Development Code lists eight (8) factors that should be considered by the Mayor and City Council “in determining the compatibility” of the requested use with adjacent properties and the overall community for considerations of Special Use Permits, Conditional Use Variances, or Special Exceptions as follows:

1. Existing uses and zoning of property nearby.

Analysis: The property is surrounded by residential development

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

Analysis: The property values do not diminish. The special use permit is required by the UDC.

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

Analysis: The proposed use would not likely have a negative impact on the adjacent properties.

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

Analysis: There would no hardship to the property owner. It could still be used as single-family residence.

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

Analysis: The Unified Development Code does allow for provisions of this type of development through a special use permit application.

6. The length of time the property has been vacant as zoned, considered in the context of land development in the area in the vicinity of the property.

Analysis: The property has not been vacant. The house and most of the subdivision were built in last 10 years.

7. The extent the proposed change would impact the following: Population density in the area, community facilities, living conditions in the area, traffic patterns and congestion, environmental aspects, existing and future land use patterns, and property values in adjacent areas.

Analysis: It is highly unlikely that the change in use would cause any substantial impact on any of the surrounding property values or uses.

8. Consistency with other governmental land use, transportation and development plans for the community.

Analysis: The requested special use permit in the R-6 district aligns with the Comprehensive Plan goals for this specific area of the city by a allowing different types of residential uses to be utilize in the area, Thus, reminding consistent with the City of Statesboro Zoning Ordinance.

Based upon review of the proposed use and surrounding area, it's the opinion of Staff that the provided analysis is demonstrating that the existing residential home is suitable for residency of children that are in the foster care system. According to the UDC, a group home is allowable through a special use permit. Thus, the application and staff report serve to fulfill the request.



Subject property: view of the property from the ROW on Whispering Pines, facing northeast.



View of the property to the north of the subject property, facing north.



View of the property to the west of the subject property, facing west.



View of the property to the south of the subject property, facing southeast.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **CONDITIONAL APPROVAL of SU 25-10-06**. If this petition is approved to following enumerated condition(s) shall apply:

- (1) Approval of this special use permit does not grant the right to conduct alterations on the property. All construction must be reviewed and approved by the city.

At the regularly scheduled meeting of the Planning Commission on November 4, 2025, the Commission recommended approval of the request and staff condition with a 7-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: November 10, 2025

RE: November 18, 2025 City Council Agenda Items

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

Recommendation: Planning Commission recommends approval of the Zoning Map Amendment and staff conditions with a 7-0 vote.

Background: Southeastern Property Acquisitions is requesting a Zoning Map Amendment of approximately 23.15-acres from R-3 (Medium Density Multi-Household Residential District) to MX (Mixed Use District) on property located at 6850 Cypress Lake Road (Tax Parcel # MS33 000023 002)

Budget Impact: None

Council Person and District: District 2 (Chavers)

Attachments: Development Services Report RZ 25-10-07

CITY OF STATESBORO

COUNCIL

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



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Charles Penny, City Manager
Leah Harden, City Clerk
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50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

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

From: Justin Williams, Director of Planning & Development

Date: November 10, 2025

RE: November 18, 2025 City Council Agenda Items

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

Recommendation: Planning Commission recommends approval of the Zoning Map Amendment and staff conditions with a 7-0 vote.

Background: Southeastern Property Acquisitions is requesting a Zoning Map Amendment of approximately 5.22-acres from R-3 (Medium Density Multi-Household Residential) to MX (Mixed Use District) on property located 7406 Veterans Memorial Parkway (Tax Parcel # MS42000004A000).

Budget Impact: None

Council Person and District: District 2 (Chavers)

Attachments: Development Services Report RZ 25-10-08



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

P.O. Box 348
Statesboro, Georgia 30458

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

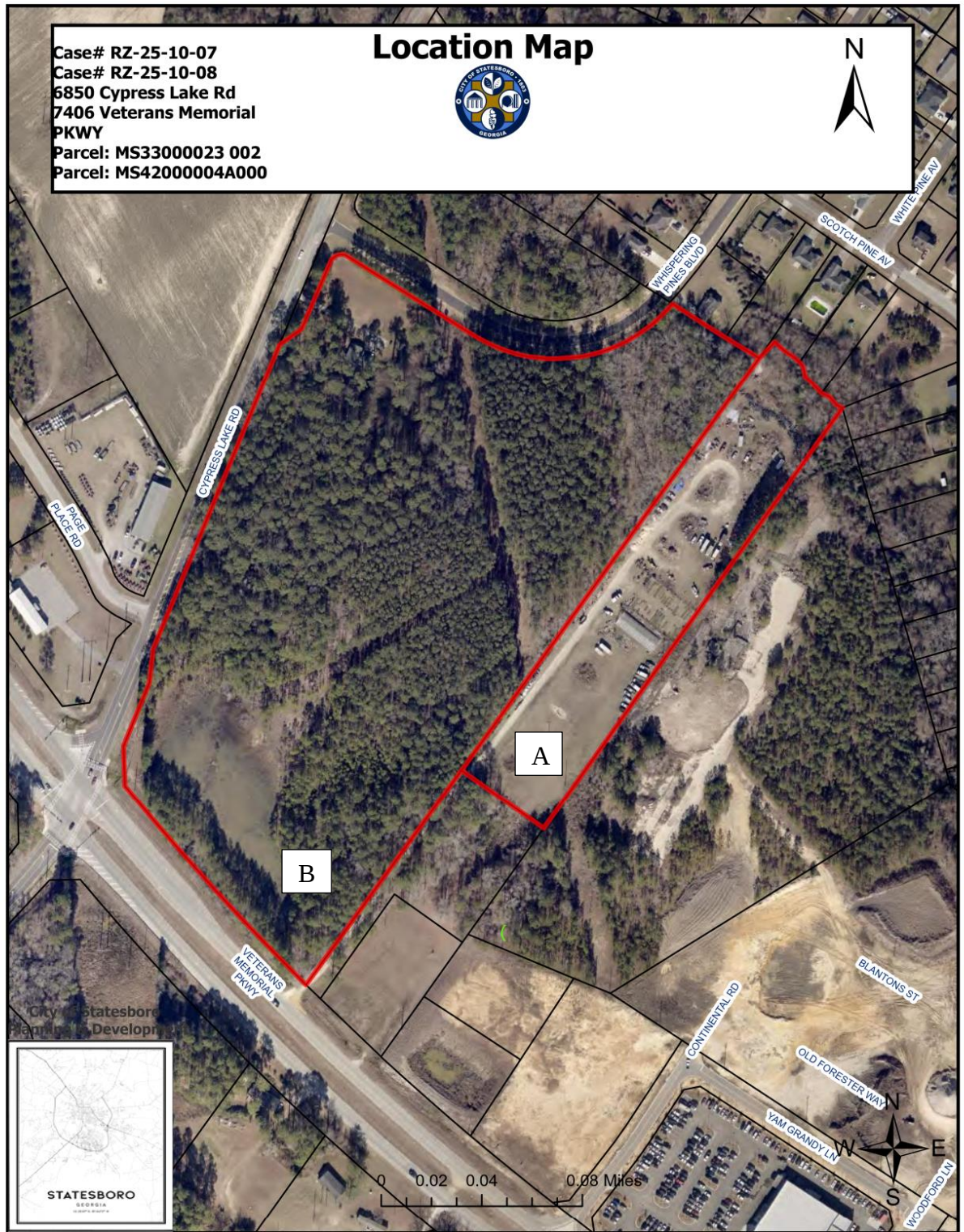
RZ 25-10-07 and RZ 25-10-08 ZONING MAP AMENDMENT REQUEST	
LOCATION:	6850 Cypress Lake Road and 7406 Veterans Memorial Parkway
PETITIONER/REPRESENTATIVE	Southeastern Property Acquisitions, LLC/ Stephen Rushing
EXISTING ZONING:	R-3 (Medium Density Multi-Household Residential)
PROPOSED ZONING:	MX (Mixed-Use)
OVERLAYS/DISTRICTS:	N/A
FUTURE LAND USE CLASSIFICATION	Developing Neighborhood
TOTAL ACRES:	28.37-acres (1,235,797.2sq ft)
PARCEL TAX MAP #:	MS330000023 002 (23.15-acres) MS420000004A000 (5.22-acres)
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Single-Family Resident and Commercial Business
PROPOSED USE:	Grocery store and outparcels

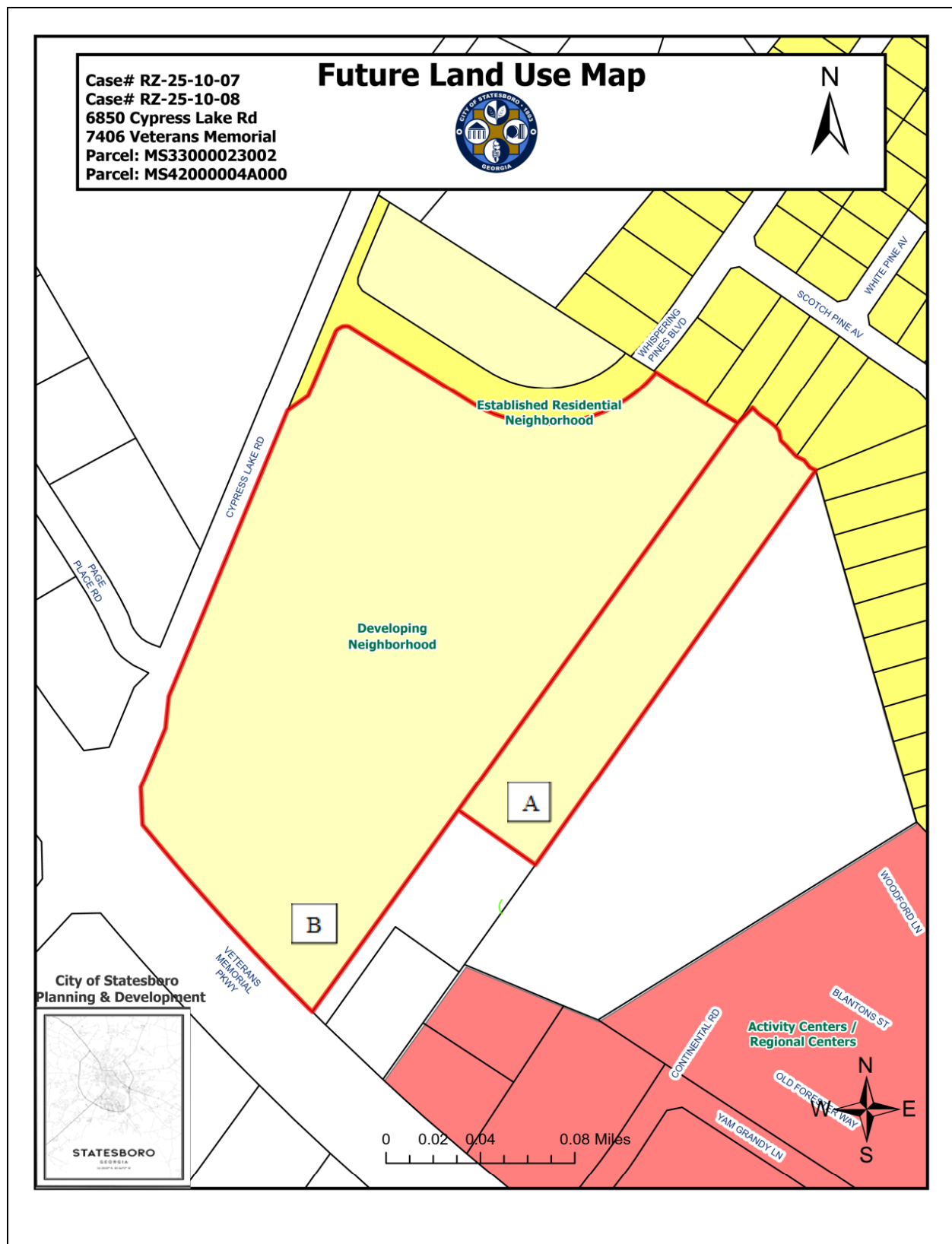
Planning Commission: November 4, 2025
City Council: November 18, 2025

STAFF/PLANNING COMMISSION RECOMMENDATION

RZ 25-10-07 and RZ 25-10-08 CONDITIONAL APPROVAL

DETAILED DISCUSSION	
HISTORY	
According to the tax assessor website, 6850 Cypress Lake Road consists of a single-family house that was constructed in 1960 and wooded acreage. However, the house was part a large farm that can be seen on 1972 historic aerial maps. In September 2024, the property was annexed and rezone (AN 24 08-07-05 and RZ 24 08-06). According to the tax assessor website, 7406 Veterans Memorial Parkway, consists of a structure that is secondary to the landscaping business on the premises. Historic aerial map dated 1972 shows, this parcel was wooded, however it was cleared sometime between 1993 and 2007. Between 2013 and 2015 it was a small farm. By 2019 it was used for the landscaping business. More recently, the property was annexed and rezoned (AN 24 09-03 and RZ 24 09-04) in September 2024.	
REQUEST	
The petitioner is requesting a Zoning Map Amendment from a R-3 (Medium Density Multi-Household Residential) to a MX (Mixed Use). The properties are located on corner of Cypress Lake Road and Veterans Memorial Parkway. The request consists of two (2) parcels to be rezoned with a total 28.37-acres to construct a new grocery, accompanying parking lots and future residential development.	





SURROUNDING LAND USES/ZONING		
Location	Zoning Information	Land Use
North	R-6 (One-Household Residential) and Bulloch County R-25 (Single-Family Residential)	Single-family houses and vacant
Northeast	R-6 (One-Household Residential)	Single-family houses
East	Bulloch County R-25 (Single-Family Residential and HI (Heavy Industrial)	Vacant
Northwest	Bulloch County R-25 (Single-Family Residential)	Vacant
Southeast	Bulloch County R-25 (Single-Family Residential)	Single-family residence
South	Bulloch County R-25 (Single-Family Residential)	Vacant
Southwest	Bulloch County R-80 (Single-Family Residential)	Single-family residence
West	Bulloch County-HC (Highway Commercial)	Commercial

SITE CHARACTERISTICS	
Overlay/District	None.
Acreage	5.22-acres (Parcel A) and 23.15-acres (Parcel B). Total 28.37-acres.
Lot	Parcel A - 211.7 x 1,073 mostly cleared and industrial use. Parcel B - 560.6 x 1624 mostly wooded and a single-family house.
Flooding	No flooding on the parcels.
Wetlands	There are significant wetlands on both parcels.

SITE DETAILS

Site Design and Layout

The proposed project consists of 28.37- acres which comprises of the following:

Commercial and Retail Areas: The proposed project includes a Kroger grocery store with accompanying parking spaces. The store is proposed to 99,992 sq ft. Also, there are two retail additional stores proposed to be constructed next or near the Kroger store.

Gas Station: The proposed project site is to have a Kroger Fuel Center facing Cypress Lake Road.

Out lots: The subject site is proposed to have two out lots facing Veterans Memorial Parkway that are designated commercial/retail spaces. At the time of writing this staff report, the out lots do not have specified retailers.

Access and Roadways: There are five (5) total access points proposed. One (1) would be a right-in/right-out off Veterans Memorial Parkway. On Cypress Lake Road there would one (1) right-in/right out and two (2) entrance/exit access points. The proposed access point to the north on Cypress Lake Road has yet to be determined with the future residential development phase. Internal roadways of the future residential development phase will be reviewed at a later time.

The project site will be required to have five (5) foot wide sidewalks to be provided within the shopping center and within future residential development area. In addition, five (5) foot wide sidewalks along Cypress Lake Road connecting to the residential subdivision to the north of the proposed project site.

Infrastructure/Public Utilities: The project is planning to connect to City of Statesboro utilities. There is a Georgia Power Easement the runs northwest--southeast direction across the north end of the proposed project site.

Future Development: The future development is proposed to be residential. Details of the future residential development were not available at time of writing this staff report. However, will follow UDC Section 2.4.9-Residential Uses (see below).

SITE DESIGN DETAILS

MX (Mixed Use)

	<u>Required</u>	<u>Proposed</u>
Minimum Lot Area:	N/A	N/A
Maximum Building Height:	65 feet	To be reviewed at the time of the permit application.

Maximum Building Coverage:	N/A	N/A
Setbacks: Maximum front yard: Minimum side yard: Minimum rear yard:	25 feet 5 feet 5 feet	To be reviewed at the time of the permit application.
Buffer:	At least 10 feet	To be reviewed at the time of the permit application.
Minimum Amenity Space: Outdoor dining counts towards amenity space requirement.	5%	To be reviewed at the time of the permit application.
Parking (Grocery store and shops): Parking (out-lots): Parking (fuel center):	1 per 1000 square feet of total floor area. To be reviewed at the time of permit application. 1 per 1000 square feet of customer service area.	To be reviewed at the time of the permit application.

Future Residential Development

Section 2.4.9 - Residential Uses

- B. Minimum dwelling sizes:
(1) One-household detached dwelling: at least 750 square feet.
- C. Location restrictions. In the CBD, **MX**, and HOC districts, ground story dwelling units may not be visible from abutting public streets
- F. Porch or Stoop required: For all ground story dwellings in the R-3, R-4, R-6, and **MX** districts, each separate building with residential uses facing a non-alley right-of-way must provide at least one pedestrian entrance facing the non-alley right-of-way with a porch or a stoop.

STAFF SUMMARY AND ANALYSIS

The subject site is mostly wooded area with a single-family home on parcel B and remnants of an industrial business on parcel A. The petitioner is requesting a Zoning Map Amendment for two (2) parcels from a R-6 (One-Household Residential) to a MX (Mix Use District).

The *City of Statesboro 2024 Comprehensive Master Plan* shows this area as a part of the “*Developing Neighborhood*,” which is characterized by a mix of single-family homes, townhomes, or other low to

medium density residential developments. Neighborhood-serving commercial development may also be located within this area. These areas may be currently undeveloped or in the process of developing. Some of these possible new neighborhoods may develop in a more urban manner, with small-lot housing likely with clustered densities, green space, and a higher level of resident amenities. New development should strive to increase connectivity and walkability within developments to existing streets, and to adjacent undeveloped properties. Large new developments should be planned to include mixed uses. These developments should blend residential uses with retail businesses, and services linked together in a compact pattern that encourages walking and minimizes the need for auto trips.

The request is consistent with the development patterns of the southwest area of the City. The proposed project site offers commercial, retail and future residential development units that help establish trending patterns of growth in the area. In review of the proposed development, its Staff's opinion the proposed project aligns with Comprehensive Plan.

ENVIRONMENTAL SITE ANALYSIS

The subject property does have wetlands, and the proposed project would have significant impacts on existing wetlands. The project site does propose a detention pond on the southwest corner of the parcel.

COMMUNITY FACILITIES AND TRANSPORTATION

There is 8" water main and sewer manhole at the start of Whispering Pines Subdivision. There is a 12" water main and sewer manhole on Cypress Lake Road that would be looped into Whispering Pines Subdivision. Moreover, any existing manhole should be extended for gravity before tying into any new force main. A lift station is required per City standards. In addition, Natural Gas is available for this development.

Veterans Memorial Parkway is considered a Principal Urban Arterial and Cypress Lake Road is considered Urban Collector Road. The proposed access point from Veterans Memorial Parkway would require GDOT approval. Inter-parcel vehicular access will be reviewed at future residential development phase.

Cypress Lake Road currently has a 60' ROW, however an Urban Collector Road is required 70' ROW. However, Cypress Lake Road is a county road and will not be maintained by the City of Statesboro. Moreover, it will require county permitting for access. Sidewalks are required on all Principal Urban Arterial and Urban Collector Road.



Subject property: view of the house currently situated on the most northern area of the subject property from the ROW on Cypress Lake Road, facing east.



View of the property northwest of the subject property from the ROW on Cypress Lake Road, facing north.



Subject property: view from the ROW on Cypress Lake Road, facing southwest.



Subject property: view from the ROW on Cypress Lake Road, facing east.



Subject property: view from the corner of Cypress Lake Rd and Veterans Memorial Parkway, facing east.



View of the property to the west of the subject property, facing northwest.



View of the property to the west of the subject on corner of Cypress Lake Road and Veterans Memorial Parkway, facing southwest.



Subject property: view from the ROW on Veteran Memorial Parkway, facing north

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **CONDITIONAL APPROVAL of RZ 25-10-07 and RZ 25-10-08**. If this petition is approved the following enumerated condition(s) shall apply:

- (1) The applicant must provide a wetland plan to ensure the mitigations of substantial issues before the issuance of a LDAP.
- (2) The applicant must submit a traffic study in accordance with requested site development before issuance of a LDAP.
- (3) To reduce the potential of negative environmental impacts on the site, the property owner must utilize standards from the GSMM to provide stormwater detention TSS removal, overbank protection and extreme flood protection in submitting engineering plans for this project.

At the regularly scheduled meeting of the Planning Commission on November 4, 2025, the Commission recommended approval of the requests and staff conditions with a 7-0 vote.

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Justin Williams, Director of Planning & Development

Date: November 10, 2025

RE: November 18, 2025 City Council Agenda Items

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

Recommendation: Planning Commission recommends approval of the Zoning Map Amendment and staff conditions with a 7-0 vote.

Background: Boro Land Consultants, LLC & CE, Investments, LLC is requesting a Zoning Map Amendment from HOC (Highway Oriented Commercial District) to R-4 (High Density Residential District) of approximately .49-acres of property located at 201 North College Street (Tax Parcel # S17 000047 000).

Budget Impact: None

Council Person and District: District 2 (Chavers)

Attachments: Development Services Report RZ 25-10-09



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

P.O. Box 348
Statesboro, Georgia 30458

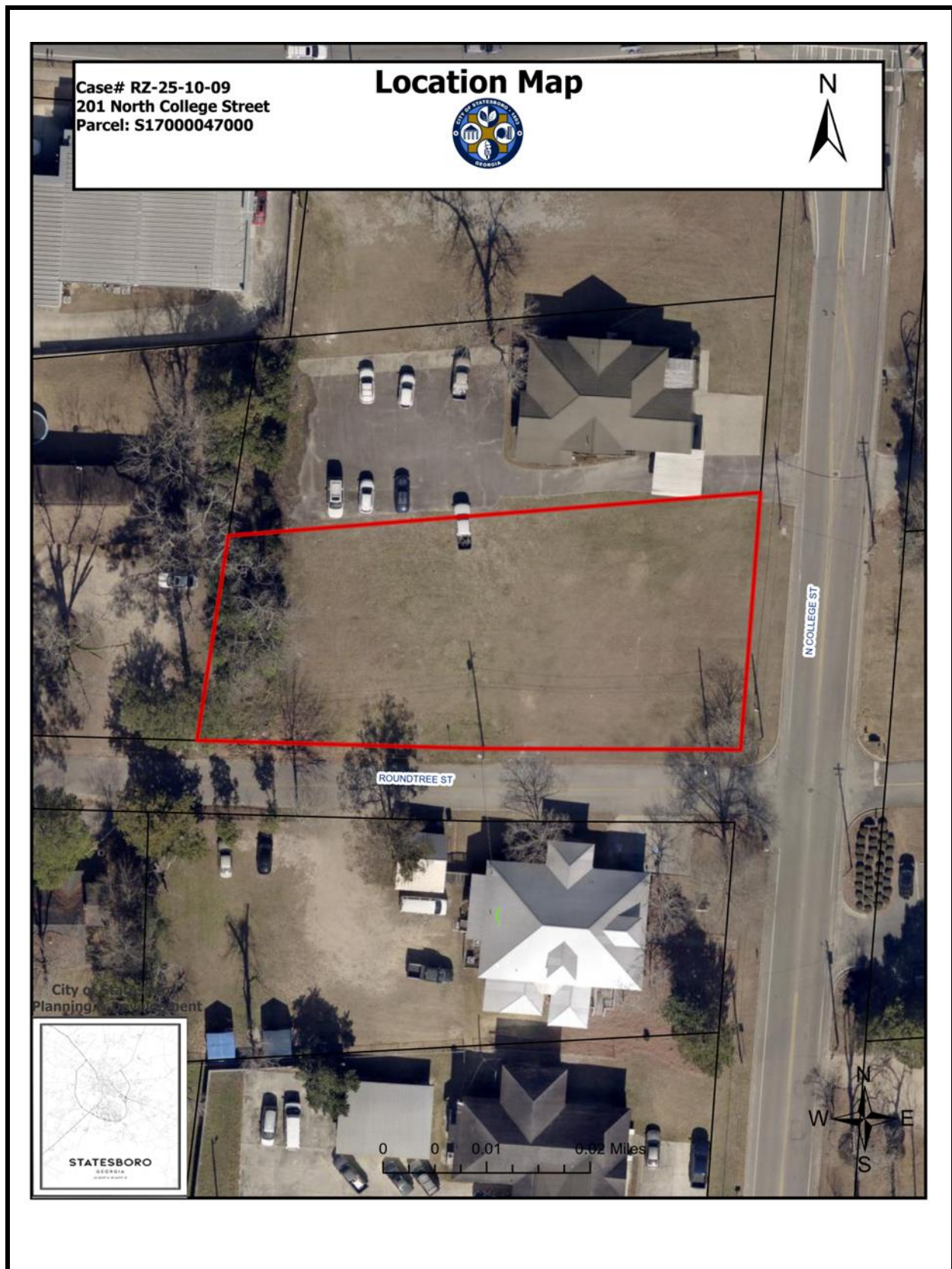
(912) 764-0630
(912) 764-0664 (Fax)

RZ 25-10-09	
ZONING MAP AMENDMENT REQUEST	
LOCATION:	201 North College Street
PETITIONER/REPRESENTATIVE	Nathan Brown/Boro Land Consultants, LLC &CE, Investments, LLC
EXISTING ZONING:	HOC (Highway Oriented Commercial)
PROPOSED ZONING:	R-4 (High Density Residential)
OVERLAYS/DISTRICTS:	N/A
FUTURE LAND USE CLASSIFICATION	Redevelopment
TOTAL ACRES:	0.49 – acres (21,344.4)
PARCEL TAX MAP #:	S17 000047 000
COUNCIL DISTRICT:	District 2 (Chavers)
EXISTING USE:	Vacant
PROPOSED USE:	Three (3) Single-Family Houses

Planning Commission: November 4, 2025
City Council: November 18, 2025

STAFF/PLANNING COMMISSION RECOMMENDATION
<u>RZ 25-10-09 CONDITIONAL APPROVAL</u>

DETAILED DISCUSSION
HISTORY
According to the tax assessor website, there was a large house on the parcel, on the corner of North College and Rountree Streets. Unfortunately, the house was demolished for unknown reasons and has stood vacant since about 2007.
REQUEST
The petitioner is requesting a Zoning Map Amendment from HOC (Highway Oriented Commercial District) to a R-4 (High Density Residential District) for the property located at 201 North College Street. The parcel is about 0.49-acres and it is proposed to be subdivided into three (3) lots with single family house to be constructed on each lot.



Case# RZ-25-10-09
201 North College Street
Parcel: S17000047000

Future Land Use Map

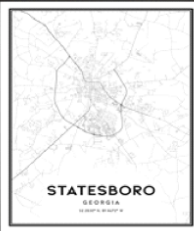


Redevelopment
Area

N COLLEGE ST

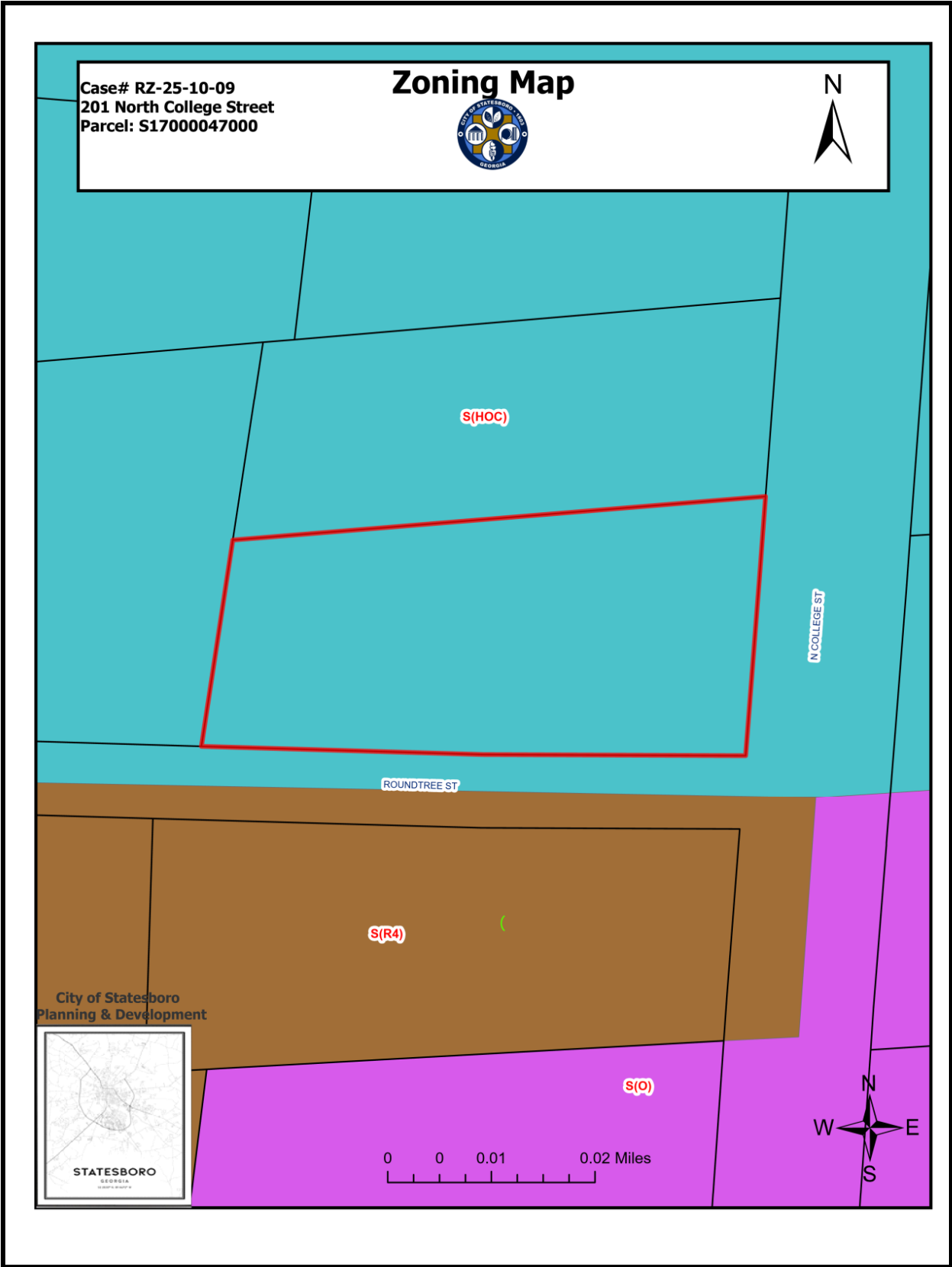
ROUNDTREE ST

City of Statesboro
Planning & Development



0 0 0.01 0.02 Miles





SURROUNDING LAND USES/ZONING		
Location	Zoning Information	Land Use
North	HOC (Highway Oriented Commercial District)	Commercial
Northeast	HOC (Highway Oriented Commercial District)	Commercial
East	HOC (Highway Oriented Commercial District)	Commercial
Northwest	HOC (Highway Oriented Commercial District)	Retail
Southeast	HOC (Highway Oriented Commercial District)	Commercial
South	R-4 (High Density Residential District)	Residences
Southwest	O (Office and Business Office District)	Retail
West	HOC (Highway Oriented Commercial District)	Residences

SITE CHARACTERISTICS	
Overlay/District	N/A
Acreage	0.49-acres
Lot	The lot is cleared and vacant.
Flooding	No floodplains on the parcel.
Wetlands	No wetlands on the parcel.

CONCEPT PLAN



SITE DETAILS

Site Design and Layout

The proposed project consists of 0.49-acres which is to be subdivided into three (3) separate parcels. Each parcel is proposed consist of one single family dwelling with accompanying drive ways.

SITE DESIGN DETAILS

R-4 High Density Residential District

<u>Required</u>		<u>Proposed</u>
Minimum Lot Area:	N/A	Lot 1 7901 sq ft Lot 2 6879 sq ft Lot 3 7057 Sq ft
Maximum Building Height:	75 feet	30 feet
Maximum Building Coverage:	50%	50%
Setbacks: front yard:	20 feet: <i>unless Section 2.3.3 - Comprehensive Dimensional Standards (D) (1)</i> 20 feet from residential districts; 10 feet from all other districts. 20 feet from residential districts; 10 feet from all other districts.	20 feet
side yard:		
rear yard:		10 feet
Buffer:		
Parking per dwelling:	Two (2) per dwelling	

Section 2.4.9 - Residential Uses

B. Minimum dwelling sizes:
(1) One-household detached dwelling: at least 750 square feet.

F. Porch or Stoop required: For all ground story dwellings in the R-3, **R-4**, R-6, and MX districts, each separate building with residential uses facing a non-alley right-of-way must provide at least one pedestrian entrance facing the non-alley right-of-way with a porch or a stoop.

STAFF SUMMARY AND ANALYSIS

The subject site is a vacant lot that the petitioner is requesting to rezone from a HOC (Highway Oriented Commercial District) to a R-4 (High Density Residential District).

The *City of Statesboro 2024 Comprehensive Master Plan* shows this area as a part of the “Redevelopment Area,” is an area where the city shall encourage redevelopment of underutilized parcels and neglected structures. Redevelopment within this area will be characterized by pedestrian-oriented neighborhood scale development.

The request is consistent with the city’s development patterns and the revitalization efforts. The subject property offers residential dwellings that help establish trending patterns of growth in the area, and additionally provide neighborhood connections and create a sense of community.

ENVIRONMENTAL SITE ANALYSIS

The subject property does not have wetlands.

COMMUNITY FACILITIES AND TRANSPORTATION

The subject property is currently serviced by City Water with a one (1) inch water line along Roundtree Street. However, this water line would need to be upgraded. There is a sewer line available along North College Street, however it would need to be extended to the farthest point of the subject property. Natural gas is available along both North College and Roundtree Streets.

ZONING MAP AMENDMENT STANDARDS FOR DETERMINATION

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

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

1. Will the zoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?
Analysis: Yes, a R-4 district is adjacent to the subject site.
2. Will the zoning proposal adversely affect the existing use or usability of adjacent or nearby property?

Analysis: No, the R-4 district is adjacent to the subject property. The zoning would be continuous.

3. Does the property to be rezoned have a reasonable economic use as currently zoned?

Analysis: Yes, however the proposed residential dwelling units would add necessary infill housing options to the city.

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

Analysis: The site is within the Redevelopment Area as categorized in the Comprehensive Plan. Rezoning the parcel would allow the property owner develop the parcel in accordance with Unified Development Code and the Comprehensive Plan.

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

Analysis: No, it's the opinion of the Staff that the proposed rezone would be beneficial to the city.

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

Analysis: It is Staff's opinion that the project conforms to the Comprehensive Plan to meeting the housing shortage and the assist the revitalization of the neighborhood.



Subject property: view from the ROW on Rountree Street, facing north.



Subject property: view or the property from ROW on Rountree Street, facing northwest.



Subject property: view of the property from ROW on North College Street, facing west.



View of the property east of the subject property, facing east.



View of the property directly north of the subject property, facing northwest.



View of the property south of the subject property, facing southwest.



View of property to the west of the subject property from the ROW on Rountree Street, facing northwest.



View of the property to southwest of the subject property from the ROW on Rountree Street, facing southwest.

STAFF/PLANNING COMMISSION RECOMMENDATION

Staff recommends **CONDITIONAL APPROVAL of RZ 25-10-09**. If this petition is approved the following enumerated condition(s) shall apply:

- (1) The applicant must provide a subdivision plat for approval prior to issuance of a building permit.

At the regularly scheduled meeting of the Planning Commission on November 4, 2025, the Commission recommended approval of the request and staff condition with a 7-0 vote.

CITY OF STATESBORO

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

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

From: Olympia Gaines, Assistant to the City Manager

Date: November 7, 2025

Re: Special Service District Ordinance- Private Street Improvements

Policy Issue: Public Hearing and First Reading of an Amendment to Chapter 74, to include Article III Special Service Districts and Sections 74-33 through 74-41.

Recommendation: Advance to Second Reading and Consideration

Background: This item was presented to the Mayor and Council for discussion, first during the 2024 Council Retreat and subsequently at Work Sessions held in June, August, and October 2025. This item addresses challenges property owners of private streets face financing street improvements.

Budget Impacts: Special District Tax Assessment

Council Person or District: All

Attachments: Proposed Ordinance

ORDINANCE 2025-18:

SPECIAL SERVICE DISTRICT ORDINANCE- DRAFT

Sec. 74-33. -Purpose; intent.

The purpose of this article is to establish a procedure for the creation of one or more special service districts within the city's municipal boundaries. These districts will provide governmental services as detailed in the resolution that activates each district or any supplemental amending resolution:

- 1) Streets and road construction and maintenance including, repaving, curbs, sidewalks, and devices to control the flow of traffic on streets and roads;
- 2) Storm-water and drainage projects;
- 3) Such other services as may be provided for by general law.

Sec. 74-34. –Definitions.

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

Property Owner shall include all persons, and their successors and assigns, holding fee simple title according to the real estate records of the city within a proposed special service district at the time the petition for the creation of the said district is submitted as provided herein. For the purposes of petitioning the mayor and council for the creation of a new special service district, the property owners shall have one vote per platted parcel within a particular proposed special service district. The term “property owner” specifically excludes tenants in possession of property within the special service district.

Special Service District refers to a specific type of special assessment district within the city. Special assessment districts are authorized pursuant to Article 9, section 2, and paragraph III (Supplementary Powers Clause), and Article 9, section 2, and paragraph VI (Special Districts) of the Constitution of the State of Georgia. Special service districts may be created for property owners to amortize the cost of paving and/or improving a street or streets within the district.

Sec. 74-35. – Special Service Districts created; register; assessment.

- a) Upon recommendation of the city manager, the Mayor and Council shall approve or deny the creation of a special service district. The special service district shall be effective upon the approval by the mayor and council and the effective date shall be set forth on the final plat.
- b) New special service districts may be created upon the submission of a proper petition and the adoption of a resolution of the mayor and council. Each new special service district so created shall be identified by an assigned number. Each special service district shall be comprised of subdivided lots and shall contain the tax parcel numbers of each lot contained therein.
- c) A register of special service districts shall be maintained in the office of the city manager or his/her designee and/or office of the city clerk, and the office of the tax assessor. Such registers shall be available to the public for inspections upon reasonable notice to either of these offices.
- d) The legal description and dedication will exclude any common area or landscaped area adjacent to the private residential street. The city will not maintain any common areas or landscaped areas that are located in the proposed special service district.
- e) The cost of paving and/or improving the street or streets shall be advanced by the city. The city shall have the authority to contract with the necessary parties to complete the job. The cost of

paving and/or improving the street or streets (including, but not limited to construction, any necessary legal, engineering or survey work) shall then be re-paid by the property owners of the special service district; amortized over a period of time based on the cost of the project and number of parcels in the proposed district (to be determined and approved by the Mayor and Council on a case by case basis). The approved amortized amounts for each owner will be included on the ad valorem real property tax bills. The pro-rata amortized cost of the paving and/or improvement shall be assigned to each platted parcel within the special service district. Each parcel, whether vacant or occupied, will pay the same assessment. The special service district shall end upon full payment of the amortized cost to the city.

Sec. 74-36. – Special Service Districts determination and responsibility of costs.

- a) Administrative costs assessed under this ordinance shall be in accordance with the city's established schedule of rates, fines, and fees as adopted and periodically amended by the Mayor and Council. The schedule shall outline applicable fees, categories, and methodologies for determining administrative costs, and shall be incorporated herein by references. The Mayor and Council shall be authorized to establish different administrative charges for different special service districts and to adjust the respective rates from time to time by resolution after taking into consideration all of the cost factors involved in collecting the charges contemplated by this article, including, but not limited to, the delinquency rate within a particular special service district.
- b) Administrative costs incurred by the city in the establishment and collection of the street improvement assessment for the proposed Special Service District shall be the responsibility of the property owners within the district for which such costs were incurred. To offset these costs, the city shall charge a non-refundable base application fee, payable at the time of petition submission. Any remaining administrative costs shall be incorporated into the final tax assessment. These costs shall reflect administrative expenses reasonably incurred in the establishment, operation, and maintenance of the special service district, and may include, but is not limited to, costs related to personnel, legal services, accounting, planning, and other professional support. The base application fee shall be variable and may also include an allotted amount per parcel to account for administrative overhead. The remaining administrative costs shall be calculated as a percentage of the actual constructions costs of the improvements, with consideration given to the project's complexity and scope.

Sec. 74-37. – Collection and responsibility for administration.

- a) The amortized cost for street paving and/or improvement in each special service district shall be paid as an assessment and shall be collected concurrently with the ad valorem tax billed to each parcel owner within each tax district. The date for determining ownership of each parcel shall be January 1 of each year.
- b) The administration, payment and accounting of the amortized cost herein authorized shall be the responsibility of the mayor and council or other department of the city government to which that responsibility shall be assigned by the mayor and council. Any proration of such charges between owners of parcels to which title is transferred during any year shall be the responsibility of the buyers and sellers of such parcels.
- c) The office of the city clerk shall be responsible for the timely collection of taxes, fees and assessments levied to each special service district.

Sec. 74-38. – Lien created.

In addition to any other rights of collection for late or unpaid charges, the city shall have all rights available under the laws of the state for the assessment and creation of a lien upon the property of the owner receiving the service provided, together with all rights of execution, levy, foreclosure, and sale.

Sec. 74-39. – Creation of Special Service Districts; constructive knowledge of this article and the special service district created pursuant to this article.

- a) Any property owner in the municipal area of the city whose parcel has access on a private street created and identified, as such, prior to the approval of this article may present a request for the creation of a special service district to the city manager or his or her designee. The request shall designate the boundaries for a street tax district which shall serve the property owner presenting the request and other property owners within the described geographical area including any property requiring use of the improved street for access (property does not have to be adjoining directly to the designated street). The request shall include a plat or plats showing the proposed special service district. The office of the city manager or other department of the city government to which that responsibility shall be assigned by the city manager or his or her designee shall then provide a petition to be circulated by the presenter of the request among the property owners in the proposed district.

At least 75 percent of the lot owners within the proposed district shall sign the petition for the creation of the special service district. It shall have the signatures (i.e. support) of enough lot owners along the street such that 100 percent of the street frontage is pledged for donation. In the event that the street is owned by the homeowner's association or entity other than the individual lot owner, a formal pledge by the association or entity to donate the street right of way must be provided before the petition can be considered complete. This petition shall be presented to the mayor and council. If the proposed special service district encompasses more than one area or subdivision as shown by plats filed in the public land records of the city, 75 percent of the lot owners within the proposed special service district in each area or subdivision and all of the included areas or subdivisions must sign the petition. Unless 100 percent of the lot owners have signed the petition, the Mayor and Council shall then conduct a public hearing for the purpose of determining whether or not to create the proposed special service district. The public hearing shall be advertised one time in the official legal organ of the city not less than 15 days, but not more than 45 days before the hearing and at least one sign shall be posted in the proposed special service district giving notice of the hearing at least 15 days before the public hearing.

- b) It shall be the responsibility of the residents of the area in which the creation of a special service district has been requested to secure the signatures on the petition as outlined herein. Property owners are responsible for responding to petition requests and public notices. Non-response will not be interpreted as support or opposition. A lack of feedback may be considered as an absence of support for procedural purposes.
- c) The petition for the creation of the proposed special service district must be returned to the city manager within 90 days of the presentment of the request along with the application fee. The city manager or his/her designee shall verify the signatures on the petition and that requisite number of lot owners have signed said petition.
- d) The city manager or his or her designee shall direct staff to mail or caused to be mailed to the address of the lot owners of any piece of property contained within or affected by the proposed special service district correspondences as set forth herein. The correspondence shall be mailed to the lot owner/owners of the properties contained within or affected by the proposed special service district utilizing the addresses for said lot owners as contained on the tax records of the

office of the tax commissioner. The correspondence shall advise the owners of the property located within or affected by the proposed special services district:

1. The purpose of the special service district;
 2. The required deposits and other charges, if applicable, associated with the creation of this special service district;
 3. The method of payment or collection of fees associated with services provided as a result of the special service district;
 4. The date and time of the public hearing as advertised for the determination of whether or not to create the special service district.
- e) Any lot owner or owners of any piece of property contained within or affected by the proposed special service district may submit a written protest within 5-10 days prior to the public hearing.
- f) Upon signing the petition for the request to create a new special service district, all petitioners within the proposed district shall be deemed to have received actual or constructive notice of this article and its provisions. By signing, lot owners affirm their commitment to convey the streets and the entirety of the associated rights-of-way to the city prior to the commencement of assessments and street improvements. In exchange for the street improvement services provided under this article, petitioners agree to fully comply with and be bound by all terms and conditions set forth herein.
- g) All successors in interest to the property owners within a certain district at the time of the creation of said special service district shall be deemed to have constructive notice of this division and the existing special service district or request wherein the parcel is located due to the existence of public records containing such information.
- h) The mayor and council, in its sole discretion, may vote to create one or more such districts based upon all of the evidence presented to them. Nothing contained herein shall create any right by any property owner or owners to the creation of such districts. The creation of one or more such districts shall not generate a precedent or obligation on the mayor and council to approve future requests for a special service district; rather, each proposed district shall be considered based on the totality of the evidence regarding each respective district. The decision of the mayor and council in the exercise of its discretion, shall be final.
- i) The decision of the Mayor and Council to create a special street tax district shall be evidenced by resolution adopted at a regular or special meeting of the mayor and council.

Sec. 74-40. – Legislation applicable to private street only; conveyance of right-to-way to city; termination of special service district for failure to convey right-to-way or pay deposit, if applicable.

- a) This article applies exclusively to private streets located within the municipal boundaries of the city. Special service districts may be established, as outlined herein, to provide governmental services including, but not limited to, the improvement of private streets. Such improvements may involve paving previously unpaved streets or upgrading existing paved or unpaved streets to meet city standards for official acceptance. These improvements are contingent upon the private streets being conveyed to the city for public use, as provided in this article.
- b) After the adoption of a resolution creating a special service district, but prior to the commencement of any paving and/or improvement to the street or streets within said district, the owner or owners of the street or streets shall convey good and sufficient fee simple title to

the right-of-way of said street or streets to the city. If any additional right-of-way is needed for the paving and/or improvement of the street or streets within said district, the property owners in said district shall convey good and sufficient fee simple title to said additional right-of-way to the city. Said right-of-way conveyances shall be at no cost to the city.

- c) If the owner of the street or streets within a special service district within said district fail to convey necessary right-of-way to the city within sixty (60) days of right-of-way plats and deeds being developed, the city manager or his/her designee may recommend to the Mayor and Council that a subsequent resolution be adopted to terminate said district.
- d) If the owner of the street or street(s) within a special service district and/or the property owners within said district fail to pay the required deposit, if applicable, to the city within 120 days after the adoption of the resolution creating the district, the city manager or his/her designee may recommend to the mayor and council that a subsequent resolution be adopted to terminate said district.

Sec. 74-41. –Federal, state laws to prevail in conflict.

If any provision of this article is in conflict with any state or federal law, or with any rule, regulation or order of any agency of this state or federal agency having jurisdiction of the subject of this article, it is hereby deemed to be the intention of the mayor and council that the state or federal law or rule, regulation or order, as the case may be, shall prevail so that the remaining portion of this article shall be deemed to be of full force and effect.

CITY OF STATESBORO



COUNCIL

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

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

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

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

From: Cain Smith, City Attorney

Date: November 10, 2025

RE: Amendment of Section 18-103

Policy Issue: First Reading of amendment to Section 18-103 of the Statesboro Code of Ordinances to move the regulatory fee amounts from the Code with fees to be set out in the Schedule of Rates, Fees, and Fines

Recommendation:

Waive first Reading under Section 2-2-4 with unanimous approval as no substantive law is being changed.

Background:

Staff recommends moving the assessed fees from the Code to the Schedule of Rates, Fees, and Fines

Budget Impact: None

Council Person and District: N/A

Attachment: Amended and redlined Section 18-103

Ordinance2025-19:

Sec. 18-103. - Regulatory fee.

(a) A regulatory fee is imposed on persons engaged in certain businesses within the city. Those businesses and the amount of the regulatory fee shall be as set out in the City of Statesboro Schedule of Rates, Fees, and Fines ~~herein~~:

- (1) Taxi/vehicles for hire:
 - a. License applicant/holder~~\$75.00~~
 - B. Vehicle operator~~\$75.00~~
- (2) Wrecker and towing services~~\$75.00~~
- (3) Professional bondsmen~~\$75.00~~
- (4) Billiard operators~~\$50.00~~
- (5) Massage Establishments parlors~~\$50.00~~
- (6) Pawn shops~~\$50.00~~
- (7) Adult entertainment establishments~~\$50.00~~

(b) Regulatory fees must be paid before commencing business as a condition precedent for transacting business or practicing a profession. Regulatory fees may be paid after commencing business or the practice of a profession when:

- (1) The work done or services provided are necessary for the health or safety of one or more individuals;
- (2) The work done or services provided has no adverse effect on any other person; and
- (3) Regulatory fees are tendered to the city within two b

CITY OF STATESBORO

COUNCIL

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



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

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

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

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

Date: 11/11/2025

RE: Application for Transportation Alternatives (TA) Grant Funding for Engineering Design of a Multi-Use Trail as part of the Creek on the Blue Mile Project.

Policy Issue: Grant Application

Recommendation:

Engineering staff recommends approval of the TA Grant application for preliminary engineering of a multi-use trail on the Creek on the Blue Mile project.

Background:

City Council approved a contract for engineering design services for the Creek on the Blue Mile project with Freese & Nichols, Inc. (FNI) on March 1, 2022. After the Blue Mile Foundation secured additional funding for the project from GDOT, the complexity of the project increased significantly due to the GDOT funding requirement to follow GDOT's Plan Development Process (PDP). The City and Freese and Nichols failed to reach an agreement on a change order for the additional cost to follow the GDOT PDP, and the contract with FNI was terminated on December 17, 2024.

The project design was then divided into separate contracts for bridge design, drainage channel improvements design, and multi-use trail design, due to the different funding sources and requirements for each item. The City previously received a TA Grant through GDOT for construction in the amount of \$2.12 million. The City now seeks to apply for additional funding for engineering design for the project through the TA program, in the amount of \$2.75 million. The City also currently has a GEFA grant for drainage canal modifications and GDOT grant for bridge design and construction as well.

Budget Impact: A 20% local match is required, which would total \$350,000. The local match would come from a GEFA grant that has been previously awarded to the City.

Council Person and District: Paulette Chavers, District 1 and Ginny Hendley, District 3

Attachments: Resolution authorizing application to TA program

Copy: Cindy West, Director of Finance
Marcos Trejo, P.E., Assistant Director of Public Works

RESOLUTION 2025-30:

A Resolution Authorizing the Submission of a Transportation Alternatives Grant Application and Committing Matching Funds.

THAT WHEREAS, the City of Statesboro seeks to improve multimodal transportation facilities that enhance pedestrian and bicycle safety, connectivity, and access to key destinations; and

WHEREAS, the Federal Transportation Alternatives (TA) Program, administered in Georgia by the Georgia Department of Transportation (GDOT), provides funding for projects that include on- and off-road pedestrian and bicycle facilities, safe routes to school projects, and other community improvements that reduce vehicle dependence and improve safety and mobility; and

WHEREAS, the City of Statesboro proposes to build a multi-use trail as part of the Creek on the Blue Mile Project, and has previously been awarded TA funding for construction of said trail, and now seeks \$1,750,000 in additional funding for preliminary engineering for the project; and

WHEREAS, the Transportation Alternatives Program requires the applicant to commit to providing the required local match of 20%, to maintain and operate the project upon completion, and to comply with all applicable federal and state requirements; and

WHEREAS, submission of the grant application requires authorization by the governing body and designation of an authorized representative to execute and submit all necessary documents.

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

Section 1. The City Manager and/or Mayor is hereby authorized to submit an application to GDOT for Transportation Alternatives funding for the project described herein and to furnish any and all additional information and documentation required by GDOT for consideration of the application.

Section 2. The City commits to providing the required local match of 20%, which for this project is \$350,000, to be funded by a GEFA Grant.

Section 3. That this Resolution shall be and remain effective from and after its date of adoption.

Adopted this 18th day of November, 2025.

CITY OF STATESBORO, GEORGIA

By: _____
Jonathan McCollar, Mayor

Attest: _____
Leah Harden, City Clerk

CITY OF STATESBORO



COUNCIL

Tangie Johnson, District 1
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50 EAST MAIN STREET • P.O. BOX 348
STATESBORO, GEORGIA 30459-0348

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

From: Cain Smith, City Attorney

Date: November 12, 2025

RE: November 18, 2025 Council Meeting

Policy Issue: Consideration of Resolution 2025-31, a resolution authorizing Staff and elected officials to request our local legislative delegation to introduce a Bill in the state General Assembly to establish a Public Facilities Authority for the City of Statesboro.

Recommendation:

Approve

Background:

The limitations of our ability to finance Fire Station #3, highlighted by the need to go through GMA's Bricks and Mortar Program to do so, illustrated the need for a Public Facilities Authority to be established for the City of Statesboro for similar projects in the future. Both bond counsel Jon Pannell and our financial advisors Davenport have recommended that we go this route for such future projects.

Budget Impact: None

Council Person and District: N/A

Attachment: Proposed resolution and legislative bill.

**Resolution 2025-31: A RESOLUTION REQUESTING OUR LOCAL STATE LEGISLATIVE
DELEGATION TO INTRODUCE LEGISLATION CREATING THE STATESBORO PUBLIC
FACILITIES AUTHORITY**

THAT WHEREAS Public Facilities Authorities are quasi-governmental entities created for purposes of financing, developing, acquiring and operating local government public facilities

WHEREAS, The Mayor and Council of Statesboro desire to establish a Public Facilities Authority; and

WHEREAS, Public Facilities Authorities must be created by local legislative act of the Georgia General Assembly; and

WHEREAS, it is necessary to engage with local delegates regarding introduction of such a bill;

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

Representative Lehman Franklin is requested to prepare and/or sponsor legislation creating a Statesboro Public Facilities Authority in order to provide lower-cost financing options for future capital projects

SO RESOLVED this 18th day of November, 2025. CITY OF STATESBORO, GEORGIA

By: Jonathan McCollar, Mayor

Attest: Leah Harden, City Clerk

House Bill [____]

By: Representative _____ of the ____

A BILL TO BE ENTITLED
AN ACT

1 To create and establish the City of Statesboro Public Facilities Authority, a body corporate and politic and
2 an instrumentality of the State of Georgia; to authorize the authority to acquire, construct, equip, maintain,
3 and operate certain projects, including buildings and facilities for use by the City of Statesboro and any
4 other political subdivision or municipality located in the City of Statesboro for its governmental,
5 proprietary, and administrative functions; to provide for members of the authority and their terms,
6 organization, and reimbursement; to provide for vacancies; to define certain terms and words; to confer
7 powers and impose duties on the authority; to grant limitations to the authority; to authorize the authority
8 to enter into contracts and leases pertaining to uses of such facilities, which contracts and leases may
9 obligate the lessees to make payment for the use of the facilities for the term thereof and to pledge for that
10 purpose money derived from taxation; to provide that no debt of the City of Statesboro or the State of
11 Georgia shall be incurred by the exercise of any of the powers granted; to authorize the issuance of revenue
12 bonds of the authority payable from the revenues, rents, and earnings and other functions of the authority;
13 to authorize the collecting and pledging of such revenues, rents, and earnings for the payment of such bonds;
14 to authorize the adoption of resolutions and the execution of trust indentures to secure the payment of such
15 bonds and to define the rights of the holders of such bonds; to provide for a sinking fund; to make the bonds
16 of the authority exempt from taxation; to authorize the issuance of refunding bonds; to provide for the
17 validation of such bonds and to fix the venue for jurisdiction of actions relating to any provision of this Act;
18 to exempt the property and income of the authority from taxation; to provide for immunity and exemption
19 from liability for torts and negligence; to provide that the property of the authority shall not be subject to
20 levy and sale; to provide that certain moneys are trust funds; to provide that this Act shall be liberally
21 construed; to define the scope of the authority's operation; to provide for disposition of property upon
22 authority dissolution; to provide for severability; to provide an effective date; to repeal conflicting laws;
23 and for other purposes.

24 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

H.B. [____]

SECTION 1.

Short Title.

This Act shall be known and may be cited as the “City of Statesboro Public Facilities Authority Act.”

SECTION 2.

City of Statesboro Public Facilities Authority created.

There is created a public body corporate and politic to be known as the City of Statesboro Public Facilities Authority, herein called “the authority,” which shall be an instrumentality and a public corporation of the State of Georgia, the purpose of which shall be to acquire, construct, equip, maintain, and operate certain projects for use by the City of Statesboro or any other political subdivision or municipality located within the City of Statesboro for its governmental, proprietary, public, and administrative functions. The authority shall not be a state institution, nor a department or agency of the state, but shall be an instrumentality of the state, a mere creation of the state, being a distinct corporate entity and being exempt from the provisions of Article 2 of Chapter 17 of Title 50 of the O.C.G.A., the “Georgia State Financing and Investment Commission Act.” The authority shall have its principal office in the City of Statesboro, and its legal situs or residence for the purposes of this chapter shall be Bulloch County.

SECTION 3.

Membership.

The authority shall consist of [five] members who shall be eligible to succeed themselves and who shall be elected by the Mayor and Council of the City of Statesboro. No more than [two] members of the authority may be a member of said Mayor and Council. Any member of the authority who is a member of said Mayor and Council shall serve for a term of office concurrent with such person’s term of office as a member of said Mayor and Council. Each member of the authority who is not a member of said Mayor and Council shall serve for a term of office of three years, except that the initial terms of office of those members first appointed to the authority shall be specified at the time of appointment to be one, two, and, if no such member is a member of the Mayor and Council, three years. After such initial terms, those members who are not members of said Mayor and Council shall serve for terms of office of three years each. Members of the authority shall serve for the terms of office so specified and until the appointment and qualification of their respective successors. Vacancies on the authority shall be filled by said Mayor and Council for the remainder of the unexpired term and until the appointment and qualification of a successor. Immediately after their election, the members of the authority shall enter upon their duties. The authority shall elect one

of its members as chairperson and one as vice chairperson. The secretary-treasurer of the authority shall be appointed by the authority and need not be a member of the authority. Three members of the authority shall constitute a quorum and no vacancy on the authority shall impair the right of the quorum to exercise all the rights and perform all the duties of the authority and, in every instance, a majority vote of a quorum shall authorize any legal act of the authority, including all things necessary to authorize and issue revenue bonds. The members of the authority shall receive no compensation for their services but may be reimbursed by the authority for their actual expenses properly incurred in the performance of their duties. The authority shall make rules and regulations for its own government and shall have perpetual existence.

SECTION 4.

Definitions.

As used herein, the following words and terms shall have the following meanings unless a different meaning clearly appears from the context:

(1) The word “authority” shall mean the City of Statesboro Public Facilities Authority created by this Act.

(2) The word “project” shall mean and include real and personal property acquired or held by the authority, including all land, buildings, structures, sanitary and surface water sewers, utilities, including natural gas distribution, telecommunications, fiber, cable and broadband services; and other public property determined by the authority to be desirable for the efficient operation of any department, board, office, commission, or agency of the City of Statesboro, the Bulloch County School District, any other political subdivision located within the City of Statesboro, or of the State of Georgia, in the performance of its governmental, proprietary, and administrative functions.

(3) The term “cost of project” shall include the cost of lands, buildings, improvements, machinery, equipment, property, easements, rights, franchises, material, labor, services acquired or contracted for, plans and specification, financing charges, construction costs, interest prior to and during construction; architectural, accounting, engineering, inspection, administrative, fiscal, and legal expenses; expenses incident to determining the feasibility or practicability of the project; and expenses incident to the acquiring, constructing, equipping, and operating of any project or any part thereof, and to the placing of the same in operation..

(4) The term “revenue bonds” shall mean revenue bonds issued under the provisions of Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the Revenue Bond Law, or under the provisions of this Act. The obligations authorized under this Act may be issued by the authority in the manner authorized under the Revenue Bond Law.

SECTION 5.

Powers.

The authority shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this Act including, but without limiting the generality of the foregoing, the power:

(1) To sue and be sued;

(2) To adopt and alter a corporate seal;

(3) To make and execute with public and private persons and corporations contracts, trusts, leases, rental agreements, and other instruments relating to its projects and in furtherance of the purposes of the authority, including contracts for constructing, renting, and leasing of its projects for the use of any county or municipality in this state;

(4) To acquire in its own name by purchase on such terms and conditions and in such manner as it may deem proper or by gift, grant, lease, or otherwise, real and personal property necessary or convenient for its corporate purposes, or rights and easements therein, and to use the same so long as its corporate existence shall continue and to lease or make contracts with respect to the use of or disposition of the same in any manner it deems to the best advantage of the authority. Title to any such property shall be held by the authority exclusively for the benefit of the public.

(5) To improve, extend, add to, reconstruct, renovate, or remodel any project or part thereof already acquired;

(6) To pledge or assign any revenues, income, rent, charges, and fees received by the authority;

(7) To appoint and select agents, engineers, architects, attorneys, fiscal agents, accountants, and employees and to provide for their compensation and duties;

(8) To construct, reconstruct, acquire, own, alter, repair, remodel, maintain, extend, improve, operate, manage, and equip projects located on land owned or leased by the authority;

(9) To receive, accept, and use any contributions, loans, or grants by persons, firms, or corporations, including the State of Georgia and the United States of America, and any other contributions;

(10) To pay all or part of the costs of any project from the proceeds of revenue bonds of the authority or from other lawful sources available to it;

(11) To prescribe rules and regulations for the operation of and to exercise police powers over the projects managed or operated by the authority;

(12) To accept, receive, and administer gifts, grants, loans and devises of money, material, and property of any kind, including loans and grants from the State of Georgia or the United States of America or any agency or instrumentality thereof, upon such terms and conditions as the State of Georgia or the United States of America or such agency or instrumentality may impose;

(13) To sell, lease, exchange, transfer, assign, pledge, mortgage, dispose of, grant in trust, or grant options for any real or personal property or interest therein in furtherance of the purposes of the authority;

(14) As security for repayment of authority obligations, to pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property, real or personal, of such authority and to execute any trust agreement, indenture, or security agreement containing any provisions not in conflict with law, which trust agreement, indenture, or security agreement may provide for foreclosure or forced sale of any property of the authority upon default, on such obligations, either in payment of principal or interest or in the performance of any term or condition, as are contained in such agreement or indenture;

(15) To borrow money for any of its corporate purposes, to issue revenue bonds payable solely from funds pledged for that purpose, and to provide for the payment of the same and for the rights of the holders thereof;

(16) To exercise all powers usually possessed by private corporations performing similar functions which are not in conflict with the Constitution and laws of this state; and

(17) Pursuant to proper resolution of the authority, to issue revenue bonds payable from the rents and revenues of the authority and its projects, which bonds may be issued in either fully negotiable coupon form, in which event they shall have all the qualities and incidents of negotiable instruments under the law of Georgia, or they may be issued in whole or in part in nonnegotiable fully registered form without coupons, payable to a designated payee or to the registered assigns of the payee with such conversion privileges as the authority may provide, for the purpose of paying all or any part of the cost associated with the projects authorized by the authority, including the cost of constructing, reconstructing, equipping, extending, adding to, or improving such projects, or for the purpose of refunding, as herein provided, any such bonds of the authority theretofore issued. If the proceeds of the bonds of any issue shall exceed the amount required for the purpose for which such bonds were issued, the surplus shall be paid into the fund provided for the payment of principal and interest on such bonds. All such revenue bonds shall be issued and validated under and in accordance with the procedure of Article 3 of Chapter 82 of Title 36 of the O.C.G.A., the Revenue Bond Law, and in accordance with all terms and provisions thereof not in conflict

herewith and in accordance with Code Section 50-17-1 of the O.C.G.A., relating to use of facsimile signatures on public securities, and, as security for the payment of any revenue bonds so authorized, any rents and revenue of the authority may be pledged and assigned. Such bonds are declared to be issued for an essential public and governmental purpose, and such bonds and all income therefrom shall be exempt from all taxation within the State of Georgia. For the purpose of the exemption from taxation of such bonds and the income therefrom, the authority shall be deemed to be a political subdivision of the State of Georgia.

SECTION 6.

Credit not pledged and debt not created by bonds.

Revenue bonds issued under the provisions of this Act shall not constitute a debt or a pledge of the faith and credit of the State of Georgia or the City of Statesboro; but such bonds shall be payable from the rentals, revenue, earnings, and funds of the authority as provided in the resolution, trust agreement, or indenture authorizing the issuance and securing the payment of such bonds; and the issuance of such bonds shall not directly, indirectly, or contingently obligate the state or said city to levy or pledge any form of taxation whatever for the payment thereof. No holder of any bond or receiver or trustee in connection therewith shall have the right to enforce the payment thereof against any property of the state or of said city, nor shall any such bond constitute a charge, lien, or encumbrance, legal or equitable, upon any such property. All such bonds shall contain on their face a recital setting forth substantially the foregoing provisions of this section.

SECTION 7.

Trust agreement.

In the discretion of the authority, any issue of revenue bonds may be secured by an agreement or indenture made by the authority with a corporate trustee, which may be any trust company or bank having the powers of a trust company within or without the State of Georgia. Such trust agreement or indenture may pledge and assign rents, fees, charges, revenues, and earnings to be received by the authority. The resolution providing for the issuance of revenue bonds and such trust agreements or indenture may contain provisions for protecting and enforcing the rights and remedies of the bondholders, including the right of appointment of a receiver upon default of the payment of any principal or interest obligation and the right of any receiver or trustee to enforce collection of any rents, fees, charges, or revenues for use of the project or projects necessary to pay all costs of operation and all reserves provided for, all principal and interest on all bonds of the issue, all costs of collection, and all other costs reasonably necessary to accomplish the collection of such sums in the event of any default of the authority. Such resolution and such trust agreement or indenture may include covenants setting forth the duties of the authority in relation to the acquisition of property for

and construction of the project and to the custody, safeguarding, and application of all funds and covenants providing for the operation, maintenance, repair, and insurance of the project or projects and may contain provisions concerning the conditions, if any, upon which additional revenue bonds may be issued. Such trust agreement or indenture may set forth the rights and remedies of the bondholders and of the trustee and may restrict the individual right of action of bondholders as is customary in securing bonds and debentures of corporations and may contain such other provisions as the authority may deem reasonable and proper for the security of the bondholders. All expenses incurred in carrying out such trust may be treated as a part of the cost of maintenance, operation, and repair of the project affected by such trust.

SECTION 8.

Refunding bonds.

The authority is authorized to provide by resolution for the issuance of revenue bonds of the authority for the purpose of calling, refunding, or refinancing any revenue bonds issued under the provisions hereof and then outstanding and to include in the amount of such refunding bonds all interest and any call premiums that may be required for the redemption and refunding of such outstanding bonds.

SECTION 9.

Venue of actions, jurisdiction.

Any action to protect or enforce any rights under the provisions hereof or any action against the authority brought in the courts of the State of Georgia shall be brought in the Superior Court of Bulloch County, Georgia; and any action pertaining to validation of any bonds issued under the provisions hereof shall be brought in said court, which shall have exclusive, original jurisdiction of such actions.

SECTION 10.

Revenue bond validation.

The petition for validation of all revenue bonds of the authority shall be brought against the authority, and any contracting party whose obligation is pledged as security for the payment of the bonds sought to be validated, as defendants, and the defendants shall be required to show cause, if any exists, why such contract or contracts and the terms and conditions thereof shall not be adjudicated to be in all respects valid and binding upon such contracting parties. It shall be incumbent upon such defendants to defend against adjudication of the validity and binding effect of such contract or contracts or be forever bound thereby. Notice of such proceedings shall be included in the notice of the validation hearing required to be issued

and published by the clerk of the Superior Court of Bulloch County in which court such validation proceedings shall be initiated.

SECTION 11.

Interest of bondholders protected.

While any of the bonds issued by the authority remain outstanding, the powers, duties, or existence of the authority or of its officers, employees, or agents shall not be diminished, impaired, or affected in any manner that will affect adversely the interest and rights of the holders of such bonds. The provisions hereof shall be for the benefit of the authority and the holders of any such bonds and, upon the issuance of bonds under the provisions hereof, shall constitute a contract with the holders of such bonds.

SECTION 12.

Revenues, earnings, rents, and charges; use.

(a) For the purpose of earning sufficient revenue to make possible the financing of the construction of the project or projects of the authority with revenue bonds, the authority is authorized and empowered to fix, revise, and collect rents, fees, and charges on each project which it shall cause to be acquired or constructed. Such rents, fees, or charges to be paid for the use of such project or projects shall be so fixed and adjusted as to provide a fund sufficient with other revenue, if any, of such project or projects or of the authority:

(1) To pay the cost of operating, maintaining, and repairing the project or projects, including reserves for insurance and extraordinary repairs and other reserves required by the resolution or trust agreement or indenture pertaining to such bonds and the issuance thereof, unless such cost shall be otherwise provided for;

(2) To pay the principal of and interest on such revenue bonds as the same shall become due, including call premium, if any, the proceeds of which shall have been or will be used to pay the cost of such project or projects;

(3) To comply with any sinking fund requirements contained in the resolution or trust agreement or indenture pertaining to the issuance of and security for such bonds;

(4) To perform fully all provisions of such resolution and trust agreement or indenture relating to the issuance of or security for such bonds to the payment of which such rent is pledged;

(5) To accumulate any excess income which may be required by the purchasers of such bonds or may be dictated by the requirements of such resolution, trust agreement, or indenture, or of achieving ready marketability of and low interest rates on such bonds; and

(6) To pay any expenses in connection with such bond issue or of such project or projects, including but not limited to trustees', attorneys', and fiscal agents' fees.

(b) Such rent shall be payable at such intervals as may be agreed upon and set forth in the rental contract or lease providing therefor, and any such contract or lease may provide for the commencement of rent payments to the authority prior to the completion of the undertaking by the authority of any such project and may provide for the payment of rent during such times as such project or projects may be partially or wholly untenable.

(c) Such rental contract or lease may obligate the tenants or lessees to operate, maintain, and keep in good repair, including complete reconstruction, if necessary, the rented or leased premises and projects, regardless of the cause of the necessity of such maintenance, repair, or reconstruction.

(d) Such rental contract or lease may obligate the tenants or lessees to indemnify and save harmless the authority from any and all damage to persons and property occurring on or by reason of the leased property or improvements thereon and to undertake, at the expense of the tenants or lessees, the defense of any action brought against the authority by reason of injury or damages to persons or property occurring on or by reason of the leased premises.

(e) In the event of any failure or refusal on the part of the tenants or lessees to perform punctually any covenant or obligation contained in any such rental contract or lease, the authority may enforce performance by any legal or equitable process against the tenants or lessees.

(f) The authority shall be permitted to assign any rent payable to it, pursuant to such rental contract or lease, to a trustee or paying agent as may be required by the terms of the resolution or trust agreement or indenture relating to the issuance of and security for such bonds.

(g) The use and disposition of the authority's revenue shall be subject to the provisions of the resolution authorizing the issuance of such bonds or of the trust agreement or indenture, if any, securing the same.

259 SECTION 13.

260 Sinking fund.

261 The revenue, rents, and earnings derived from any particular project or projects and any and all revenue,
262 rents, and earnings received by the authority, regardless of whether such revenue, rents, and earnings were
263 produced by a particular project for which bonds have been issued, unless otherwise pledged, may be
264 pledged by the authority to payment of the principal of and interest on revenue bonds of the authority as
265 may be provided in any resolution authorizing the issuance of such bonds or in any trust instrument
266 pertaining to such bonds, and such funds so pledged, from whatever source received, may include funds
267 received from one or more or all sources and may be set aside at regular intervals into sinking funds for
268 which provision may be made in any such resolution or trust instrument and which may be pledged to and
269 charged with the payment of (1) the interest upon such revenue bonds as such interest shall become due,
270 (2) the principal of the bonds as the same shall mature, (3) the necessary charges of any trustee or paying
271 agent for paying such principal and interest, and (4) any premium upon bonds retired by call or purchase;
272 and the use and disposition of any sinking fund may be subject to such regulation as may be provided for
273 in the resolution authorizing the issuance of the bonds or in the trust instrument securing the payment of
274 the same.

275 SECTION 14.

276 Exemption from taxation.

277 The exercise of the powers conferred upon the authority hereunder shall constitute an essential
278 governmental function for a public purpose, and the authority shall be required to pay no taxes or
279 assessments upon any of the property acquired by it or under its jurisdiction, control, possession, or
280 supervision or upon its activities in the operation and maintenance of property acquired by it or of buildings
281 erected or acquired by it or any fees, rents, or other charges for the use of such property or buildings or
282 other income received by the authority. The tax exemption herein provided shall not include an exemption
283 from sales and use tax on property purchased by or for the use of the authority.

284 SECTION 15.

285 Immunity from tort actions.

286 The authority shall have the same immunity and exemption from liability for torts and negligence as the
287 State of Georgia; and the officers, agents, and employees of the authority, when in performance of work of
288 the authority, shall have the same immunity and exemption from liability for torts and negligence as

officers, agents, and employees of the State of Georgia. The authority may be sued the same as private corporations on any contractual obligation of the authority.

SECTION 16.

Property not subject to levy and sale.

The property of the authority shall not be subject to levy and sale under legal process.

SECTION 17.

Trust funds.

All funds received pursuant to authority of Section 12 hereof, whether as proceeds from the sale of revenue bonds or as revenue, rents, fees, charges, or other earnings or as grants, gifts, or other contributions, shall be deemed to be trust funds to be held and applied by the authority, solely as provided herein; and the bondholders entitled to receive the benefits of such funds shall have a lien on all such funds until the same are applied as provided for in any such resolution or trust instrument of the authority.

SECTION 18.

Construction.

This Act and any other law enacted with reference to the authority shall be liberally construed for the accomplishment of its purposes.

SECTION 19.

Scope of operations.

The projects of the authority's operation shall be located in the territory embraced within the jurisdictional limits of the City of Statesboro as the same now or may hereafter exist.

SECTION 20.

Conveyance of property upon dissolution.

Should the authority for any reason be dissolved after full payment of all bonded indebtedness incurred hereunder, both as to principal and interest, title to all property of any kind and nature, real and personal, held by the authority at the time of such dissolution shall be conveyed to the City of Statesboro; or title to any such property may be conveyed prior to such dissolution in accordance with provisions which may be

315 made therefor in any resolution or trust instrument relating to such property, subject to any liens, leases, or
316 other encumbrances outstanding against or in respect to said property at the time of such conveyance.

317 SECTION 21.

318 Effect of partial invalidity of Act.

319 Should any sentence, clause, phrase, or part of this Act be declared for any reason to be unconstitutional or
320 invalid, the same shall not affect such remainder of this Act or any part hereof, other than the part so held
321 to be invalid, but the remaining provisions of this Act shall remain in full force and effect; and it is the
322 express intention of this Act to enact each provision of this Act independently of any other provision hereof.

323 SECTION 22.

324 Effective date.

325 This Act shall become effective upon its approval by the Governor or upon its becoming law without such
326 approval.

327 SECTION 23.

328 Repealer.

329 All laws and parts of laws in conflict with this Act are repealed.



Timothy E. Grams
Fire Chief

Statesboro Fire Department

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



Jonathan M. McCollar
Mayor

City Council Agenda Memorandum

To: Charles Penny, City Manager

From: Timothy E. Grams, Fire Chief

Date: 11-10-2025

RE: Fire Service Fee Study – Phase 2

Policy Issue: Statesboro Fire Service Fund

Recommendation: Consideration of a motion to approve a contract with Goodwin Mills Cawood (GMC) in the amount of \$68,775.00 to perform Phase 2 of a fire service fee study for the Statesboro Fire Department.

Background: In January 2025, City Council authorized GMC to begin Phase 1 of a Fire Services Study to evaluate the feasibility of implementing a fire service fee within the City of Statesboro. Phase 1 included: 1) data collection and evaluation of SFD operations; 2) determination of the cost and level of services provided; 3) analysis of call data in relation to property data; and 4) assessment of potential revenue sources and their suitability for a fire service fee. The study also examined taxable and non-taxable properties, property uses and risk classifications, current and future station locations, capital equipment needs, and long-range planning considerations.

Phase 2 of the study will include: 1) development of a Customer Master Account File database; 2) public outreach and engagement; and 3) preparation of a draft Fire Protection Fee Ordinance and Fee Credit Policy. Upon completion, GMC will provide a final report summarizing findings and recommendations.

Based on the information and data from Phase 1, staff recommends proceeding with Phase 2 of the Fire Service Fee Study.

Budget Impact: Cost for Phase 2 of the study will be paid from the Statesboro Fire Fund Operating Budget.

Council Person and District: All

Attachments: Professional Services Agreement with GMC

PROFESSIONAL SERVICES AGREEMENT

THIS Agreement, entered into effective as of the ____ day of _____, 2025, by and between the City of Statesboro, Georgia (the "CITY") and Goodwyn Mills Cawood, LLC (the "CONSULTANT" or "GMC") (collectively the "Parties").

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the CONSULTANT to provide the technical and professional services described in Exhibit A: Scope of Services (the "Scope of Services"), which is attached hereto and incorporated herein by reference, regarding the preparation of a Municipal Fire Service Fee Study; and

WHEREAS, the CONSULTANT desires to provide the described services to the CITY;

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I – ENGAGEMENT OF THE CONSULTANT

The CITY engages the CONSULTANT to provide, and the CONSULTANT agrees to provide, the services set forth in the Scope of Services in a professional and proper manner and in accordance with this Agreement.

ARTICLE II – SCOPE OF SERVICES

The CONSULTANT shall provide the professional, administrative, technical, and planning services to the CITY described in the Scope of Services (the "Project"). The Scope of Services may be amended only upon written agreement of the Parties.

ARTICLE III – TIME OF PERFORMANCE

The services to be provided pursuant to this Agreement shall commence upon issuance of a Notice to Proceed by the CITY and will continue until all tasks in the Scope of Services have been completed or termination of this Agreement as provided herein.

The Project will proceed in accordance with the written schedule attached hereto as Exhibit C, which is incorporated herein by reference, and shall be completed within twelve (12) months from issuance of the Notice to Proceed, subject to written amendment of this Agreement.

This Agreement shall terminate upon final closeout and approval by the CITY of the Project described in the Scope of Services.

ARTICLE IV – GENERAL PROVISIONS

- A. Personnel: The CONSULTANT employs professional personnel capable of providing the Scope of Services in a satisfactory and proper manner or will secure the services of such personnel required to provide such services.
- B. Office Space: The CONSULTANT shall provide and maintain office space and facilities necessary to provide all services pursuant to this Agreement at no expense to the CITY.
- C. Subcontracting: None of the services to be provided by the CONSULTANT pursuant to this Agreement shall be subcontracted without prior written amendment of this Agreement. Any services subcontracted by the CONSULTANT shall be subject to each provision of this Agreement.

- D. Access to Materials: The CITY shall make available to the CONSULTANT any maps, documents, planning materials, or any other information in its possession or otherwise readily available, which have a direct bearing on the Project, at no expense to the CONSULTANT.

ARTICLE V – COMPENSATION AND METHOD OF PAYMENT

For services provided and expenses incurred pursuant to this Agreement, the CITY shall pay the CONSULTANT a total amount not to exceed \$68,775. This amount is based on the fees and direct costs itemized in Exhibit B: Fees and Expenses, which is attached hereto and incorporated herein by reference.

Payment by the CITY shall be made upon presentation of written monthly invoices by the CONSULTANT to the CITY certifying the services provided and expenses incurred the preceding calendar month based on progress to date; provided however, that the total of said monthly invoices for the Project shall not exceed \$68,775.

The CITY and the CONSULTANT may, by written agreement, extend or shorten the term of this Agreement, change the Scope of Services, and/or increase or decrease the total amount to be paid by the CITY to the CONSULTANT.

ARTICLE VI – REPORTING AND RECORDKEEPING REQUIREMENTS

The CONSULTANT shall provide to the CITY a monthly status report of progress through the preceding calendar month with each monthly invoice.

The CONSULTANT will maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the CITY to assure proper accounting for all Project funds. These records will be made available for audit purposes to the CITY or any authorized representatives of the CITY and will be retained by the CONSULTANT for three years after the expiration of this Agreement unless permission to destroy them is granted by the CITY.

All of the reports, information, and data prepared or assembled by the CONSULTANT under this Agreement shall be the property of the CITY. The CONSULTANT shall not make such information available to any individual or organization without the prior written approval of the CITY unless required by law.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

ARTICLE VII – CITY’S RESPONSIBILITIES

The CITY shall:

- A. provide the CONSULTANT with complete information concerning the requirements of the Project;
- B. hold promptly all required meetings, serve all required notices, and pay for all costs incidental thereto, as expenses not included in this Agreement; and
- C. designate, in writing, a person to act as CITY’s representative (the “City Project Manager”) with respect to the services to be provided under this Agreement.

The City Project Manager shall have complete authority to transmit instructions and to receive information with respect to the Project.

ARTICLE VIII – TERMINATION

Termination for Cause. If, through any cause, the COUNSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONSULTANT pursuant to this Agreement will, at the option of the CITY, become the City of Statesboro's property. The CONSULTANT shall be entitled to receive just and equitable compensation for services satisfactorily provided.

Termination Without Cause. The CITY may terminate this Agreement without cause at any time by giving at least ten (10) business days' notice in writing to the CONSULTANT. If the Agreement is terminated without cause, CONSULTANT will be paid for the services provided and expenses incurred up to the termination date. Written notice of termination may be given to the CONSULTANT by email delivered to the CONSULTANT's e-mail address of ed.ditommaso@gmcnetwork.com. The CONSULTANT shall not provide any further services upon receipt of such termination notice.

ARTICLE IX – NOTICE

Any notice required or permitted by law or this Agreement to be given to the parties in writing may be given by sending same via registered or certified U.S. Mail, postage prepaid, and addressed as follows:

To the CITY:	City of Statesboro 50 East Main Street Statesboro, GA 30458 Attn: City Manager
To the CONSULTANT:	Goodwyn Mills Cawood, LLC 114 Barnard Street, Suite 114-2B Savannah, GA 31401 Attn: Ed DiTommaso

Alternatively, unless otherwise required by law, any notice required or permitted by law or this Agreement to be given to the parties in writing may be given by sending same via e-mail (which, for purposes of this provision, shall be considered "written" notice) to the following e-mail addresses:

To the CITY:	jason.boyles@statesboroga.gov
To the CONSULTANT:	ed.ditommaso@gmcnetwork.com

Each party shall be obligated to notify the other party if the above mailing or e-mail addresses change, and neither party shall be required to send notice to an address different from those above unless that party has been so notified.

ARTICLE X – CHANGES IN SCOPE

The CITY may, from time to time, request changes in the Scope of Services, including additional or decreased services. Such changes, including any increase or decrease in the amount of CONSULTANT’S compensation, to which the Parties mutually agree shall be incorporated in written amendments to this Agreement.

ARTICLE XI – ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duty authorized officers effective the day and the year first written above.

CITY OF STATESBORO, GEORGIA

By:

Witness:

Name

Name

Title

Title

GOODWYN MILLS CAWOOD, LLC.

Witness:

By:

Name

Name

Vice President, Environmental

Title

Title

Attachments: Exhibit A – Scope of Services
 Exhibit B – Fees and Expenses

Municipal Fire Service Fee Exhibit A – Scope of Services

The GMC Project Team will implement the following services in support of a future Statesboro Fire Fee.

PHASE II: IMPLEMENTATION

Task 1: Fire Customer Master Account File (MAF)

GMC will build a billing database for the future Fire Protection Fee utilizing the City's utility billing database. Given our experience implementing the stormwater user fee for the City, we anticipate utilizing the utility bill as the mechanism for delivering the fire charge. We assume that the City will be able to assist with data gathering needs to help develop the MAF. This includes an export of the City's billing database as well as Bulloch County Tax Assessors parcel data information. The parcel data should include parcel identification number (PIN), ownership, physical address, land use, building square footage (heated and cooled) in a usable format, i.e. DBF or CSV. It should be noted that this information is often stored in multiple tables.

GMC will work with the City and County to ensure all relevant land use and square footage information is delivered and will update the data from Phase I. The final MAF created by GMC will include the fire protection user fee charge, account number, PIN, and any other data needed for the data to be imported into the City's billing system. The datasets produced as part of this task will be provided to the City as a GIS shapefile and a Microsoft Excel spreadsheet, or in another format as requested. If the fire fee is implemented, GMC will work with City's utility vendor to prepare the system for billing and to upload the MAF.

Task 2: Public Involvement and Outreach

A robust, inclusive public education campaign is necessary to garner public acceptance, understanding, and successful implementation of any new user fee system. Our project team will work with the City to develop a plan for public education.

A preliminary list of activities below summarizes the anticipated or recommended work effort to be performed as part of this task. The actual activities that will be implemented will be developed through a coordinated effort between GMC and the City.

Recommend Outreach Items:

- Large/Key Customer Meetings
- Public Meetings/Open House Events
- Educational Brochure
- Website Information
- Top 10% Largest Customer Billing Notification Letters
- General mailing

The public outreach strategy and schedule will be farther developed through coordination with City staff.

Task 3: Fire Protection Fee Ordinance, Fire Protection Fee Credit Policy & Manual

The GMC project team will work with the City Attorney to prepare an ordinance to codify the set-up and implementation of a Fire Protection Fee. GMC will prepare an initial draft of the ordinance and then provide it to the City Attorney to be finalized and codified.

The final ordinance will be presented to the City Council for consideration. GMC will also produce a credit policy, based in part on the ISO Manual and other fire fee systems in GA, to allow for fire protection fee reductions for on-site fire suppression and other valid services. The proposed credit manual will describe the specific criteria to be used to establish eligibility and to perform the calculations related to securing a Fire Fee charge credit.

Task 4: Stormwater Utility Final Report

GMC will prepare a Final Report to serve as the official project record. The Final Report will include a summary of the various tasks and copies of all documents and data prepared throughout the process.

City of Statesboro Municipal Fire Fee Study
Exhibit B – Fees and Expenses

GMC proposes to perform the scope of services included herein for the following lump sum budget:

Task 1: Master Account File (MAF)	\$32,375	Lump Sum
Task 2: Public Outreach	\$22,900	Lump Sum
Task 3: Ordinance and Credit Manual	\$7,000	Lump Sum
Task 4: Final Report	\$6,500	Lump Sum
Total	\$68,775	

City of Statesboro

Public Utilities Department



To: Jason Boyles
Assistant City Manager

From: Matt Aycock
Director of Public Utilities

Date: 11-07-2025

RE: Amendment to Memorandum of Understanding with F2S Land Holdings, LLC.

Policy Issue: Council Approval

Recommendation: Consideration of a motion to amend the Memorandum of Understanding (MOU) with FS2 Land Holdings LLC, to cost share the construction of a Sewer Lift Station to serve Quail Run Subdivision. Additional cost will be paid with funds from the American Rescue Plan Act (ARPA).

Background: As part of our program to extend utilities into unserved areas within the City, a sanitary sewer system was constructed in the Quail Run subdivision. City council approved an MOU in June 2024 to share the cost of a sewer pump station with F2S Land Holdings, which was developing Stockyard subdivision. As shown in the original MOU, the City would contribute 20% of the total cost of \$748,010 (City contribution not to exceed \$149,602.00). However, it was not anticipated at the time that Georgia Power's cost to provide 3-phase power to the site would cost an additional \$62,752.91. This additional cost brings the total pump station cost to \$810,762.91.

We recommend amending the original MOU to state the City's contribution to be 20% of the new total cost. The City's contribution would increase from \$149,602.00 to \$162,152.58, an increase of \$12,550.58. If approved, the additional cost will be paid with funds from the American Rescue Plan Act (ARPA).

Budget Impact: To be paid for with ARPA interest funds.

Council Person and District: Paulette Chavers, District 2

Attachments: Amended MOU Document

**CITY OF STATESBORO/F2S LAND HOLDINGS, LLC
PROJECT
MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT, made and entered into this _____ day of _____ 2025, by and between the MAYOR AND COUNCIL OF THE CITY OF STATESBORO (“City”), a municipal corporation chartered under the laws of the State of Georgia and F2S LAND HOLDINGS, LLC, (“F2S”), a Georgia limited liability company, hereinafter referred to as the “Parties”

WITNESSETH:

WHEREAS the Parties recognize the need to extend sanitary sewer utilities offered by the City from its present termination point near Stockyard Road to and within the property of F2S located adjacent to Stockyard Road on which is planned a residential development to include single family detached homes and townhouses under the new City ordinance (the “Project”); and

WHEREAS the City utilities will not only benefit the Project but also future development along Stockyard/Westside Road corridor; and

WHEREAS due to the mutual benefit of extending such utilities along the Stockyard Road corridor, the City and F2S have agreed to share the anticipated cost of the installation of such utilities to the property of F2S; and

WHEREAS it is in the best interest of the Parties to come to an understanding about the cost sharing of City and F2S for such extension of utilities as described herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein made, the Parties do hereby mutually agree as follows:

1. **Reimbursement:** With respect to the installation expense of extending the Utilities to and within the property of F2S, F2S will contribute the sum of seven hundred forty-eight thousand ten (\$810,762.91) dollars to install and complete the sewer lift station to serve the area. F2S will provide the necessary easements for the gravity sewer mains as well as a site within its property for the proposed sewer lift-station. In addition, the cost of all mains and services internal to the development will be constructed and paid for by F2S. Upon final acceptance of the sewer lift station from the City of Statesboro, the city will reimburse F2S the sum of one hundred forty-nine thousand six hundred two (\$162,152.58) dollars.
2. **Indemnification and Hold Harmless:** The City agrees to indemnify and hold F2S harmless for the design and installation of the gravity sewer and water mains and sewer lift station and the line(s) connecting it to the City sewer.
3. **Amendments to this Agreement.** This Agreement may be amended by the mutual agreement of the Parties hereto. Such Amendment shall be in writing to be attached to and incorporated into this Agreement.
4. **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5. **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Georgia.
6. **Modification.** This Agreement may be modified at any time with the written mutual consent of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly enacted by their proper officers and so attest with their corporate seals affixed hereto set forth in duplicate originals.

MAYOR AND COUNCIL OF CITY
OF STATESBORO

F2S LAND HOLDINGS, LLC

By: _____
Jonathan McCollar, Mayor

By: _____
William E. Simmons, Jr., Manager

Attest: _____
Leah Harden, Clerk

City of Statesboro

Public Utilities Department



To: Jason Boyles
Assistant City Manager

From: Matt Aycock
Director of Public Utilities

Date: 11/7/2025

RE: Recommendation of Low Bidder

Policy Issue: Purchasing

Recommendation: Consideration of a motion to award a contract to D&R Utility Construction in the amount of \$27,765.74 for the installation of two (2) 12-inch insertion valves within the water distribution system at the GSU Stadium water tank to be paid for with operating funds approved in the FY2026 CIP Budget item # WWD-204.

Background: Each elevated water storage tank is supplied water through an adjacent water main. In order to isolate the water tank for regular maintenance, in-line water main valves must be closed on each side of the tank. The current valves on each side of the GSU stadium water tank are failing, as they are allowing water to flow past the valves in the closed position.

It is the recommendation of staff to award the contract to the low bidder, D&R Utility Construction, to replace these 12-inch valves using operating funds approved in the FY2026 CIP Budget item #WWD-204 in the amount of \$27,765.74.

Budget Impact: Funds were approved in the FY2026 CIP, WWD-204, utilizing system revenues.

Council Person and District: Ginny Hendley - District 3

Attachments: Insertion Valve Quotes



4519 Ogeechee Rd | Savannah, GA 31405

EZ Valve/Linestop Work Order Form

Date: 10/9/2025

Requested By: Gleen Gre

Phone #: _____

Company: Statesbor

QTY		EZ VALVE	TOTAL
	4"	\$6,422.80	\$0.00
	6"	\$7,089.29	\$0.00
	8"	\$8,835.25	\$0.00
	10"	\$11,985.04	\$0.00
2	12"	\$13,882.87	\$27,765.74

EZ Valve Total \$27,765.74

QTY		LINESTOP
	4"	\$5,193.97
	6"	\$6,053.11
	8"	\$6,882.72
	10"	\$9,657.18
	12"	\$12,715.73

Linestop Total

Quote Total

QUOTE IS BASED ON ABOVE QUANTITIES AND BELOW NOTES:

- Y One mobilization
- Y Provide type of O.D. measurements of pipe prior to scheduling work
- Y Excavate, Shore and De-water site per OSHA standards PRIOR to crew arriving on site
- Y Provide a dedicated laborer to assist Company with lifting and/or operator services
- Y Stand by time will be charged at \$250.00/HR up to \$2,500.00 per day.
- Y Provide #57 stone to support EZ Valve for PVC pipe
- Y Additional cost for Linestop bonnet removal if not removed on date of installation

Requestors Signature

Date

en

o

LINESTOP
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

\$27,765.74

CITY OF STATESBORO

COUNCIL

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



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

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

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

From: Brad Deal, P.E., Director of Public Works and Engineering
David Moyer, P.E., Assistant City Engineer
Kiara Ahmed, Civil Engineer

Date: 11/08/2025

RE: Recommendation of Lowest Bidder for "City of Statesboro Street Resurfacing FY 2025"

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of a contract with Reeves Construction Company in the amount of \$1,693,655.65 for city street resurfacing.

Background:

The work in this contract includes asphalt resurfacing of approximately 3.4 miles of city streets, including 33,968 square yards of asphalt milling, deep patching and the installation of thermoplastic striping (see attached resurfacing list). The project bid was advertised on October 3, 2025, and bids were received on November 3, 2025. Bids were received from Reeves Construction Company in the amount of \$1,693,655.65, and Sikes Brothers Inc. in the amount of \$1,809,811.55 (total of base bid and add alternates). The lowest bidder, Reeves Construction Company, meets the requirements of the bid package and submitted an acceptable bid bond.

Budget Impact:

The low bid submitted by Reeves Construction Company is below the budgeted amount of \$1,816,169.39. The project is to be paid for by 2025 LMIG funds in the amount of \$816,169.39 and 2023 TSPLOST funds up to the amount of \$1,000,000.

Council Person and District: The street resurfacing list includes streets in each district.

Attachments: FY2025 Street Resurfacing List

CC: Darren Prather, Director of Central Services

FY 2025 RESURFACING LIST

District	Street Name	Beginning	End	Miles
3,5	Gentilly Road	Gentilly Drive	East Grady Street	0.60
1,2,3,4	Zetterower Avenue	Fair Road	East Parrish Street	1.710
1	Simmons Lane	Mathews Road	Mincey Street	0.084
1	Tolbert Street	Raymond Street	Joyce Street	0.117
1	McKinnon Street	Simmons Lane	Shelby Street	0.127
4	Laurel Lane	South Edgewood Drive	Terminus	0.095
4	Forest Way	South Edgewood Drive	Laurel Lane	0.219
4	Catherine Avenue	Fair Road	Faculty Boulevard	0.165
5	Teressa Drive	Peg-Wen Boulevard	Peg-Wen Boulevard	0.288
Total				3.40

CITY OF STATESBORO

COUNCIL

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



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

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

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

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

Date: 11/07/2025

RE: ENG-124e Max Lockwood Drive Roadway Improvements, Georgia Power Utility Relocations

Policy Issue: Purchasing

Recommendation:

Engineering staff recommends approval of the agreement with Georgia Power Company (GPC) to relocate utilities in the amount of \$36,571.00.

Background:

City Council approved a contract with Ellis Wood Contracting for construction of roadway improvements on Max Lockwood Drive on July 15, 2025. The City Engineering Department issued a request to GPC for relocation of utilities in conflict with the subject project. The City's Max Lockwood Drive project includes improvements for a new driveway and decel lane from Fair Road into the Honey Bowen Building parking lot. This part of the project has a GPC power pole and guy wire in conflict with the improvements. GPC will be installing: 1-50 class 3 pole, 285 ft 3 phase 1/0 ACSR conductor and neutral, 2 guy wires, 182 ft of 1/0 aluminum triplex and transferring existing equipment from the old pole to the new pole. The work requested is proprietary as GPC owns and maintains the power utility.

This new entrance from Fair Road into the Honey Bowen Building parking lot will be a necessary access point during construction, and will also be a permanent feature for improved access to the parking lot.

Budget Impact: Project is being funded by 2018 and 2023 TSPLOST funds.

Council Person and District: Ginny Hendley, District 3

Attachments: Georgia Power Company Relocation Agreement

Copy: Darren Prather, Director of Central Services



October 15, 2025

City of Statesboro
Brad Deal, Director of Public Works and Engineering
Public Works and Engineering
50 East Main Street,
Statesboro, GA 30458

Re: PI# - MAX LOCK WOOD DRIVE IMPROVEMENTS - STATESBORO (“Project”)

Dear Mr. Deal:

Please find enclosed a Relocation Agreement with respect to the above-referenced project. As you will note in the Relocation Agreement, the total estimated cost for the relocation of the distribution facilities associated with the Project is \$36,571.00 (the “Total Estimate”). In accordance with the Franchise Agreement between Georgia Power Company and the City, the City must bear nine and ninety-three hundredths’ percent (100%) of the estimated cost of relocation, which is \$36,571.00 (the “Reimbursement Cost”).

Both the total estimated cost for relocation and the “Reimbursement Cost” are valid only for a period of one (1) year following the date set forth on the enclosed estimate. Further, Georgia Power will not commence any work unless, prior to the date that is one (1) year following the date set forth on the enclosed estimate, the City executes and returns the enclosed Relocation Agreement and authorizes commencement of the work.

If you have any questions, please contact Tim A. Nipper at 478-451-7044.

Sincerely,

A handwritten signature in cursive script that reads "Jalexis Susana".

Jalexis Susana
X2jsusan@southernco.com

UTILITY RELOCATION AGREEMENT

PROJECT NAME: **MAX LOCK WOOD DRIVE
IMPROVEMENTS - STATESBORO**

PROJECT NUMBER: **L13034**

GDOT PROJECT NUMBER: _____

THIS AGREEMENT is made and entered into as of the ____ day of _____, 20__, by and between **CITY of STATESBORO**, State of Georgia (hereinafter referred to as the "City"), and **GEORGIA POWER COMPANY** (hereinafter referred to as the "Company"). This Agreement may refer to either City or Company, or both, as a "Party" or "Parties."

WITNESSETH:

WHEREAS, the City proposes under the above written Project to construct MAX LOCK WOOD DRIVE IMPROVEMENTS - STATESBORO (hereinafter referred to as the "Project"); and

WHEREAS, due to the construction of the Project, it will become necessary for the Company to remove, relocate or make certain adjustments to the Company's existing facilities (such facilities, including but not limited to overhead and underground electric transmission, distribution and communication lines, towers, frames, poles, facilities, wires, transformers, service pedestals, apparatus, manholes, conduits, fixtures, appliances, cables, protective wires and devices all being hereinafter referred to collectively as the "Facilities" or individually as the "Facility"); and

WHEREAS, the Company, as hereinafter provided, may assert that it has certain property interests and rights and utilized such property interests and rights for the placement of its Facilities prior in time to City's acquisition of the road right(s)-of-way, all as involved in said Project; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the Parties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

Section 1. THE WORK.

1.1 Company Facilities.

Company, with its regular construction or maintenance crews and personnel, at its standard schedule of wages and working hours (as may be applicable from time to time during the term of this Agreement), and working in accordance with the terms of its agreements with such employees, will remove, relocate or make adjustments to its Facilities in accordance with the scope of work and Estimate (defined below) attached hereto as Exhibit "A" and incorporated herein by reference (the "Work"). Company shall make all technical decisions concerning the Work and may elect to contract any portion of the Work.

1.2 Road Right-of-Way.

Prior to Company commencing the Work, City will provide written assurances to Company that it has acquired the necessary new road right-of-way (including information on the property rights acquired).

1.3 Traffic Control.

Company shall make a reasonable effort to provide signing and other traffic control measures during the Work, in accordance with PART VI of the U. S. Department of Transportation Manual on Uniform Traffic Control Devices, current edition, all at the expense of the City.

Section 2. COSTS AND PAYMENT.

2.1 Compensable Property Interests.

Company shall perform the Work in accordance with the estimate attached hereto as Exhibit "A" and incorporated herein by reference (the "Total Estimate"). The total amount of the Total Estimate is THIRTY SIX THOUSAND FIVE HUNDRED AND SEVENTY-ONE Dollars (\$36,571.00). The amount of the Total Estimate that corresponds to Company's claim that it has compensable property interests with respect to the Project (the "Reimbursement Claim") is THIRTY SIX THOUSAND FIVE HUNDRED AND SEVENTY-ONE Dollars (\$36,571.00), otherwise reflected as **ONE HUNDRED percent (100%)** of the Total Estimate. The Reimbursement Claim is limited to: (a) the costs of removing, relocating or adjusting those Facilities which are physically in place and in conflict with the proposed construction and/or maintenance; (b) where replacement is necessary, the costs of replacement in kind, and any improvements or betterments made necessary by the proposed construction and/or maintenance; and (c) the costs incurred in acquiring additional easements or private rights-of-way, including without limitation easements for lines, access, tree trimming, guy wires, anchors and other devices, appliances and other equipment, and any and all other such easements and property rights as may be reasonably necessary for the Company's installation, operation and maintenance of its Facilities (collectively, the "Relocation Costs").

The cost of any improvements or betterments that are not made necessary by the proposed construction or maintenance shall not be subject to the percentage split contemplated above. Such costs shall be paid as follows: (a) the costs of any improvements or betterments of a Facility being made solely at Company's option (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by Company; and (b) the costs of any improvements or betterments of a Facility being made solely at City's request (and not being made necessary by the proposed construction and/or maintenance) shall be fully paid by City.

Upon completion by Company of the Work and subject to determination of Company's Prior Rights Claim in accordance with Sections 3 and 4 below, City will pay Company a sum equal to the lesser of (a) THIRTY SIX THOUSAND FIVE HUNDRED AND SEVENTY-ONE Dollars (\$36,571.00), otherwise reflected as **ONE HUNDRED percent (100%)** of the Total Estimate and representing the aforementioned Reimbursement Claim, or (b) the corresponding percentage of actual Relocation Costs representing Company's compensable property interests with respect to the Project. City will also pay Company for the costs of any improvements or betterments of a

Facility being made solely at City's request and not being made necessary by the proposed construction and/or maintenance.

2.2 Progress Payments.

If Company chooses to submit invoices for progress payments, City will pay same within thirty (30) days from receipt of the invoice, subject to Verification (as defined below) thereof by the City. Upon completion of the Work, Company shall submit a final bill to City and City shall make a final payment within thirty (30) days from receipt of the final bill, subject to Verification thereof by the City.

2.3 Change in Scope.

In the event there is a change in the Project, including without limitation a change in scope, design, plans, service, property interests to be acquired, engineering or costs, due to either (a) events or circumstances beyond Company's reasonable control, or (b) City's request, the Parties will negotiate in good faith a mutually acceptable agreement or amendment to this Agreement, in writing, to address such change and any increase in costs above those set forth in the Estimate.

Section 3. DETERMINATION OF COMPENSABLE PROPERTY INTEREST

3.1 If Company determines it has compensable property interests with respect to the Project, Company will submit a Reimbursement Claim. The Parties agree that they will in good faith share non-privileged information with each other related to the issue of prior rights for the Project. If City determines that Company's evidence is insufficient to make a determination as to Company's compensable property interests and the percentage of the Relocation Costs to be paid by Company based upon such compensable property interests, City will provide Company with a written basis for such insufficiency and request that Company provide additional information. City will make a determination as to any asserted Reimbursement Claim before the earlier of: (a) the date that is thirty (30) days after receipt of the Reimbursement Claim; and (b) the date on which Company needs to commence the Work in order to prevent a Project delay (the "Commencement Date").

3.2 In the event that a determination cannot reasonably be made prior to the Commencement Date, provided that City certifies in writing to Company that the Project is time-sensitive due to construction scheduling with the possibility of damages for delay, safety concerns, or critical funding deadlines, Company will commence the Work without a written determination having been made. In such case, the Party's rights, claims and defenses with regard to the issue of compensable property interests and prior rights will not be waived or affected in any manner. If City does not thereafter make a determination regarding the Reimbursement Claim within six (6) months from the date of City's receipt of same, the Reimbursement Claim will be deemed approved by City.

Section 4. DISPUTE RESOLUTION.

4.1 Disagreement.

If Company disagrees with City's determination with regard to the Reimbursement Claim and the Parties are unable to settle the issue through informal negotiations, then, at the request of either Party, the Parties agree to escalate the matter pursuant to Section 4.2 below.

4.2 Dispute Notice.

Except as otherwise set forth in this Agreement, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled: (a) first, by good faith efforts to reach mutual agreement of the Parties; and (b) second, if mutual agreement is not reached within thirty (30) calendar days of a written request by a Party to resolve the controversy or claim (the "Dispute Notice"), each of the Parties will appoint a designated representative who has authority to settle the dispute (or who has authority to recommend to the governing body of such Party a settlement of the dispute) and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives will meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party will be honored if such information is reasonably available. If within sixty (60) days after issuance of a Dispute Notice (a) the Parties are unable to resolve issues related to the dispute, or (b) City fails to approve any tentative agreement reached, the Parties agree to participate in confidential, non-binding mediation pursuant to Section 4.3 below, it being understood, however, that nothing herein will diminish or relieve either Party of its rights or obligations under this Section 4.

4.3 Mediation.

If the Parties are unable to resolve a dispute through informal negotiations or pursuant to Section 4.2, the Parties agree to participate in confidential, non-binding mediation by an impartial, third party mediator mutually agreed upon by the Parties, at a mutually convenient location. The Parties agree that a potential mediator's experience in prior rights and real estate law will be relevant factors in selecting a mediator. In the event the Parties are unable to agree on a third party mediator within ninety (90) days of issuance of the Dispute Notice, each Party shall designate a mediation representative, and the two mediator representatives shall in good faith select a third party mediator. Each Party shall be responsible for its own attorneys' fees and expenses and for providing its own information and documentation applicable to the dispute to the mediator. All other agreed upon costs of the mediation will be apportioned equally to each Party. Any dispute not resolved by negotiation, escalation or mediation may then be submitted to a court of competent jurisdiction, and either Party may invoke any remedies at law or in equity. Nothing contained herein, however, will preclude the Parties from first seeking temporary injunctive or other equitable relief. The Parties agree that any statute of limitations, equity or other time-based periods shall be tolled as of and from the date of the Dispute Notice until a complaint, if any, is filed.

Section 5. VERIFICATION.

5.1 Material Discrepancy.

For purposes of this Section 5, “Verification” means that City has reasonably determined that there is a material discrepancy between Company’s invoiced charges and City’s calculation of charges owed, which invoiced charges are subject to a bona fide dispute; provided, however, City agrees to provide the Company with written notice, including supporting documentation, illustrating the basis for such bona fide dispute, within sixty (60) days of receipt of the invoice in dispute. Should City fail to provide such documentation within the specified time period, City must pay the disputed amount. City must pay any undisputed portion of the invoice total within thirty (30) days after its receipt of the invoice. City must pay any disputed portion of the invoice total within thirty (30) days of the date the dispute is resolved, to the extent the dispute is resolved in favor of Company.

5.2 Audit.

At any time within thirty-six (36) months after the date of final payment, City, at its sole expense, may audit the non-privileged cost records, support documentation and accounts of Company pertaining to this Project to solely assess the accuracy of the invoices submitted by Company and notify Company of any amount of any unallowable expenditure made in the final payment under this Agreement, or, if no unallowable expenditure is found, notify Company of that fact in writing. Any such audit will be conducted by representatives of City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, after reasonable advance written notice to Company and during regular business hours at the offices of Company in a manner that does not unreasonably interfere with Company’s business activities and subject to Company’s reasonable security requirements. As a prerequisite to conducting such audit, City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, will sign Company’s Nondisclosure Agreement. Company may redact from its records provided to City information that is confidential and irrelevant to the purposes of the audit. Company will reasonably cooperate in any such audit, providing access to Company records that are reasonably necessary to enable City to test the accuracy of the invoices to which the audit pertains, provided that City or, if applicable, the Georgia Department of Transportation or the Federal Highway Administration, may only review, but not copy, such records. If Company agrees with the audit results and does not pay any such bill within ninety (90) days of receipt of the bill from City (based on the mutually agreed upon audit results), City may set off the amount of such bill against the amounts owed Company on any then-current contract between Company and City. If, following the audit, the Parties are unable to resolve any dispute concerning the results of the audit through informal negotiation, the provisions of Sections 4.2 and 4.3 will govern the resolution of the dispute. City may not perform an audit pursuant to this Agreement more frequently than once per calendar year and may not conduct audits twice within any six (6) months.

Section 6. **CITY AS PARTY.**

City acknowledges that this Agreement is “proprietary” in nature under applicable Georgia law, as permitted by O.C.G.A. § 36-60-13(j), and not “governmental” or “legislative,” as prohibited by O.C.G.A. § 36-30-3(a). City further represents and warrants that this Agreement will comply with all applicable laws concerning City actions and approvals and execution of binding agreements. City covenants to undertake all actions necessary to bind City.

Section 7. **COMMENCEMENT AND TERMINATION CONDITIONS**

Company is not obligated to commence the Work until Parties agree on the removal, relocation and/or adjustment to Company’s facilities required by the Project. If City fails to authorize commencement of the Work by October 15, 2025, Company will have no obligation to begin the Work and may terminate this Agreement without penalty by providing City with notice in writing. If City fails to sign and return this Agreement to Company by October 15, 2025, any offer made by Company pursuant to the Agreement is automatically revoked and the agreement is void and of no effect.

Section 8. **MISCELLANEOUS PROVISIONS.**

Duplicate originals of this Agreement will be executed, each of which will be deemed an original but both of which together will constitute one and the same instrument. This Agreement may be modified only by an amendment executed in writing by a duly authorized representative for each Party. This Agreement contains the entire agreement of the Parties, and all prior oral agreements are superseded and integrated into this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. This Agreement shall accrue to the benefit of and be binding upon the successors and assigns of the Parties. The Parties agree that this Agreement shall be deemed to have been executed in Georgia.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract in four (4) counterparts, each of which shall be deemed an original in the year and day first above mentioned.

ATTEST:

City of STATESBORO, GEORGIA

By: _____

By: _____

Title: _____

Mayor

Witness: _____

(SEAL)

Notary: _____
(SEAL)

Approved as to Form by:

**City of Statesboro Department of
Transportation**

ATTEST:

GEORGIA POWER COMPANY

By: _____

By: _____

Title: _____

Title: Centralized Engineering Svcs Manager

Witness: _____

Date: _____

Notary: _____
(SEAL)

[Give proper title of each person executing Agreement. Attach seal as required.]

CITY OF STATESBORO



COUNCIL

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

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

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

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

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

Date: Solid Waste Disposal Scrap Tire Recycling Contract

Policy Issue: Purchasing

Recommendation:

Staff recommends approval of award of a contract with Quality Tire Recycling, LLC. for disposal of scrap tires received by the Solid Waste Disposal Division.

Background:

The City of Statesboro currently receives and processes all scrap tires collected at the transfer station and those transported from the Bulloch County Collection Centers. These scrap tires are then transported and disposed of at a certified tire disposal facility. The City advertised a Request for Proposals (RFP) for a certified facility to receive and dispose of the approximately 460 tons of scrap tires collected yearly for a multiyear contract. Proposals were received on June 23, 2025. Quality Tire submitted the only proposal received, and met all RFP conditions.

Budget Impact:

The proposal from Quality Tire has a disposal fee of \$175.00 per ton. The contract allows for a yearly rate increase in accordance with the percentage increase of the CPI Urban Consumer – Garbage and Trash Collection Index for the preceding year, up to a maximum of 4%. The contract is for a 1-year term with an option to renew for an additional 1-year term, up to five years total. The City budgeted 90,000 in the Solid Waste Disposal operating budget. The total yearly cost of this contract will be approximately \$80,000.00.

Council Person and District: All Districts

Attachments: Tire Recycling Services Proposal.

CC: Darren Prather, Director of Central Services

REQUEST FOR PROPOSALS
Tire Recycling Services
BID 2025-32
City of Statesboro, GA

INTRODUCTION

The City of Statesboro requests proposals and submittals of qualifications for recycling of waste tires from the Statesboro-Bulloch Transfer Station disposal site. The City is looking for a qualified company that can accept tire waste for recycling purposes. This contract will not include transportation from the Statesboro-Bulloch site.

Sealed proposals will be received by the City of Statesboro at the Brannen-Johnston Municipal Court Complex, 22 West Grady Street, Statesboro, Georgia 30458, until 3:00PM, June 23, 2025. Proposals received after this time will not be accepted. At this time and place proposal submittals will be publicly opened and read aloud. Qualifications received after the designated time will not be considered. Contractor is solely responsible for timely method of delivery and confirmation of receipt prior to the date and time designated above for opening of bids. All proposals shall be marked **"Bid 2025-32 Scrap Tire Disposal Services"** on the outside of the sealed proposal.

Parties interested in participating in this RFP process must contact Darren Prather, Director of Central Services, via email at Darren.Prather@statesboroga.gov to request complete RFP packets.

INQUIRIES AND RESPONSES

All questions or requests for information must be submitted to Darren Prather via email. **The deadline for receipt of questions shall be Monday, August 18th, 2025 at 3:00 PM.** Questions received after this deadline will not be answered. Questions received and responses provided, in addition to any/all addenda issued, will be posted to **Scrap Tire Disposal Services, Bid # 2025-32** under Current Bid Opportunities on the City of Statesboro Purchasing webpage at the URL address below no later **than Monday August 25th, 3:00PM**

<https://www.statesboroga.gov/departments/central-services/purchasing>

GENERAL INFORMATION

Under a service delivery agreement between the City of Statesboro and Bulloch County, the City is responsible for providing solid waste disposal services to serve the citizens of Bulloch County. These services are provided by operation of an MSW transfer station and an inert landfill. One of these services is used tire disposal for residents of the Bulloch County. City of Statesboro and Bulloch County will collect, handle and transport the waste tire bulk to a disposal site as part of this contract. This contract is for tire recycling services only

Scrap tire processing facilities and quantities included under this RFP are as follows:

Statesboro-Bulloch Transfer Station

Physical Location: 168 Landfill Road

Statesboro, GA 30458

Quantity: Approximately 500 tons annually of scrap tires

Operational Hours: Monday – Friday, 7:00am – 5:00pm; (Saturday, 8:00am – noon, City/County only)

City personnel at the transfer station utilizes a wheeled front loader with load scales to accurately load city owned refuse trailers Monday thru Saturday. City utilizes a yard tractor to move city owned trailers from empty staging area to loading ramp then to collection staging area.

SERVICES TO BE PROVIDED

Bidder shall provide a facility where scrap tires can be processed in a timely manner and in a manner that is conducive to all local, state and federal guidelines. Bidder shall also make every effort to accommodate the city scrap tire loads on a weekly or as needed.

RESPONSIBILITIES

Responsibility of Contractor:

- 1.) Provide adequate space for trailers to be staged, then processed.
- 2.) Provide timely billing of invoices.

Responsibility of City:

- 1.) Ensure that waste is free from hazardous materials and/or any type of waste to the maximum practical extent.
- 2.) Placement of and loading of trailers.
- 3.) Trailers will be loaded as advised and with only the size tires desired.

ASSURANCES

The awarded contractor shall provide to the City upon award and annually upon renewal (if renewed), written assurance of the following:

- 1) Contractor has adequate staff, equipment and operational schedule to fully serve this contract.
- 2) Agreements or acknowledgement between contractor and the city to receive all waste generated by City.
- 3) Scrap Tire Facility receiving loads is currently permitted for operation in accordance with under all local, state and local laws and regulations to process waste as described herein. Copies of all applicable permits shall be provided to City.

- 4) Contractor is currently operating in compliance and in good standing with all applicable local, state, and federal regulatory agencies. In the event contractor receives any violations from any said regulatory agency notice shall be provided to City immediately.

GENERAL REQUIREMENTS AND PROVISIONS

- 1) Proposals shall be submitted in a sealed envelope/package to the City of Statesboro at the Brannen-Johnston Municipal Court Complex, 22 West Grady Street, Statesboro, Georgia 30458, prior to 3:00PM, June 16, 2025. Proposals received after this time will not be accepted.
- 2) Each proposal submittal shall include six (6) hard copies for review by the City evaluation team.
- 3) The successful contractor shall not use the name of the City or County in any advertisement or reference without first obtaining written permission from the City.
- 4) Any changes to this RFP document shall be posted on the City's website as described herein. Prospective bidders shall have full responsibility for being aware and complying with any and all addenda.
- 5) The City may make onsite inspection and investigation as it deems necessary to determine the ability of contractor to perform services described herein. Contractor shall furnish the City all information requested for this purpose and make site(s) available for staff to perform inspection for verification. Contractor acknowledges acceptance of these terms by submittal of proposal(s).
- 6) Contractor shall provide adequate staff to supervise and direct the work of their employees or subcontractors in a professional manner and provide daily and continuous attention and supervision. Contractor shall maintain routine communication and work cooperatively with City staff.
- 7) Respondent submissions shall disclose any bankruptcies, bond draw-downs or law suits within the last ten (10) years.
- 8) Prospective bidders shall acknowledge and comply with all terms and requirements described in the entirety of this RFP document.
- 9) Proposals may include any additional information, qualifications and service proposals deemed necessary to demonstrate contractor's ability to exceed minimum requirements and provide City with exceptional services that contractor is uniquely qualified to provide.
- 10) Contractor acknowledges that it is an independent contractor responsible for its own acts and performance under this contract, including acts of its employees, subcontractors and equipment, and shall indemnify the City of Statesboro and Bulloch County, its employees and elected officials, against any and all liabilities and claims arising from the Contractor's provision of services.

PROPOSAL SUBMISSION REQUIREMENTS

The Proposal, in its entirety, shall not be more than twenty (20) pages in length, single-spaced and single-sided, so only the most pertinent information describing your firm's qualifications and ability to successfully perform the type of services described herein should be included. Proposals containing more than twenty (20) pages may not be considered. Interested firms are invited to submit a minimum of six (6) hard copies of proposals.

In order for the Proposal to be considered responsive the following must be addressed and provided:

- 1) **CORPORATE INFORMATION.** Provide the full legal name, principal business office and licensure and permit information related to intent of this RFQ. Include information on the firm's history, business activities, and ownership. Include telephone number, point(s) of contact and official signature of an authorized company representative. Indicate whether you operate as a single proprietorship, partnership, or corporation.
- 2) **ORGANIZATIONAL STRUCTURE AND CAPACITY.** Provide number of employees, details of equipment, and operational schedule. Provide Corporate Information for all sub-contractors to provide services under this contract.
- 3) **EXPERIENCE, CURRENT CONTRACTS, AND REFERENCES.** Provide details related to experience and familiarity with the scope of services described herein. Include current and past contract scope of services, contract amount, annual quantities, contract start and end date, sub-contractor information, and any/all additional pertinent information. Provide name of client, brief description of the work, contract amount and duration, and client contact information (organization name, contact name, phone #, email, and address). Provide a minimum of 5 references.
- 4) **INSURANCE AND BONDING REQUIREMENTS.** A bid bond in the amount of 5% shall be required upon request for submission of sealed bids by selected pre-qualified contractors. Upon award of contract, the selected contractor shall be required to provide the following:
 - a) Copy of current Certificate of Insurance. Insurance coverage shall include \$1M per occurrence and \$2M aggregate liability insurance coverage.
 - b) Copy of workers compensation policy and coverage as required by the State of Georgia.
- 5) **EXCEPTIONS FORM.** Respondent shall include Exceptions Form is providing clarification/exception to RFP criteria or if respondent desires to provide additional services in excess of minimum requirements.
- 6) **NON-COLLUSION.** Respondent submissions shall include signed non-collusion affidavit.
- 7) **E-VERIFY.** Respondent submissions shall include proof of compliance with State of Georgia e-verify requirements.
- 8) **BID FORM.** Respondent submissions shall include pricing proposals on enclosed Bid Form.

EVALUATION CRITERIA

Proposals received will be reviewed and evaluated by a committee comprised of representatives of the City of Statesboro and Bulloch County based on the following:

- Demonstration of related experience with other municipalities/local governments including references;
- Demonstration of organizational structure and capacity to satisfactorily provide the services described herein;
- Demonstration of compliance with RFP requirements;

- Uniqueness of proposal/contractor to offer services and benefits that exceed minimum requirements; and,
- Proposed pricing.

PAYMENT

The City of Statesboro must be billed on a monthly basis by the contractor for the actual tonnage of waste transported. Weight tickets must accompany invoices that document each load by waste type, weight, time and date, and truck identification. Weight must be administered by a certified scale; records of scale certification must be provided to City annually. Invoices will be due and payable within thirty (30) days of receipt of a properly completed invoice.

FUEL SURCHARGE

The base per ton fee for services shall be bid based on On-Highway Ultra-Low Sulfur Diesel Fuel price of \$3.00 per gallon per the EIA Lower Atlantic Index. A fuel surcharge adjustment shall be applied on a monthly basis to offset fluctuations in fuel pricing in accordance with the posted price per gallon at the beginning of each month. For each \$0.10 per gallon increase or decrease above or below \$3.00 per gallon a 1% per ton increase or decrease shall be applied to the base per ton fee.

MINORITY / FEMALE BUSINESS ENTERPRISE PARTICIPATION

It is the City's intent to encourage participation by minority and female owned business enterprises (MFBE) for all procurement processes. All qualifying minority/female business enterprises are strongly encouraged to apply.

A minimum participation of 20% MFBE participation will be required no later than 6 months from commencement of contract (July 1, 2025). Awarded contractor will be required to provide documentation demonstrating a minimum 20% minority/female business enterprise participation of hauling services expenses prior to December 31, 2021 and prior to June 30 of each year (if contract is renewed).

CONTRACT TIME AND RENEWAL

The contract for scrap tire disposal services under this RFP will be an initial term of one year commencing on July 1, 2025. An option for annual automatic renewal of contract will be provided for a maximum of four, one year additional terms following initial term provided contractor demonstrates satisfactory performance of each preceding term.

On the first day of each term following the initial term the fees for services may be adjusted in accordance with the percentage of increase based on the annual increase of the CPI Urban Consumer – Garbage and Trash Collection Index for the preceding year (June – June) up to a maximum of 4%.

PENALTIES

Contractor guarantees to provide consistent and reliable disposal of waste described herein. In the event waste is not disposed in a manner that is in compliance with this proposal contractor shall be in breach of contract.

TERMS AND CONDITIONS

- 1.) **ATTORNEY FEES.** In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.
- 2.) **BIDDER AGREEMENT TO TERMS AND CONDITIONS.** Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.
- 3.) **CANCELLATION OF CONTRACT.** The City of Statesboro (City) shall reserve the right to cancel this contract by giving (30) days written notice to the vendor. The City may cancel this contract with cause anytime by giving (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the City and shall include but not limited to: failure to supply materials or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the City.
- 4.) **COMPLIANCE OR DEVIATION TO SPECIFICATIONS.** Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.
- 5.) **COMPLIANCE WITH LAWS.** All bids shall comply with current federal, state, local and other laws relative thereto.
- 6.) **FORCE MAJEURE.** If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.
- 7.) **FORMATION OF CONTRACT.** Bidder's signed bid and City's written acceptance shall constitute a binding contract.
- 8.) **LAWS GOVERNING CONTRACT.** This contract shall be in accordance with the laws of the state of Georgia. The parties stipulate that this contract was entered into in the county of Bulloch, in state of Georgia. The parties further stipulate that the County of Bulloch, GA, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

- 9.) **NOMENCLATURES.** The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the City enters into a contract as a result of this solicitation.
- 10.) **REJECTION OF BIDS.** The City reserves the right to reject any bids, all bids, or any part of a bid. The City reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City.
- 11.) **SAFETY.** All articles delivered under this contract must conform to the Safety Orders of the State of Georgia, Division of Industrial Safety.
- 12.) **SELL OR ASSIGN.** The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the City.
- 13.) **SEVERABILITY.** If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.
- 14.) **TAXES, FEDERAL EXCISE.** The City is exempt from Federal Excise Tax.
- 15.) **TAXES, SALES.** (State) Sales Tax should be shown separately on the Bid Form, when and where indicated.
- 16.) **WAIVER OF INFORMALITIES.** The City reserves the right to waive informalities or technicalities in bids.

SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT

- 1.) **AUTHORIZED DISTRIBUTOR.** Successful Bidder must be an authorized distributor for the product he offers, or with his bid he must submit documentation from an authorized distributor that he has purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.
- 2.) **BRAND NAMES.** Manufacturers names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.
- 3.) **BRAND SUBSTITUTIONS.** Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be

accepted in lieu of this requirement. The City of Statesboro (City) shall be the sole judge if equivalents are equal to the items specified. The City reserves the right to waive brand specific requirements.

- 4.) COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act, laws, standards and regulations, and that Bidder will indemnify and hold the City harmless for any failure to so conform.
- 5.) DELIVERY HOURS. See restrictions in the scope of proposal.
- 6.) DELIVERY TIME. Please list when work can begin and a completion date.
- 7.) DEMONSTRATION OF PRODUCT. A demonstration of the item(s) offered may be required. If the demonstration cannot not to be performed at a (Agency) facility, the demonstration must be performed within a 60-mile radius of the City Purchasing Office. Bidders shall indicate on their bid the location of the demonstration site. Bids for item(s) that do not perform to the City's satisfaction during the demonstration will be declared non-responsive and will not be considered for award of bid.
- 8.) F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination, City of Statesboro. All shipping and freight charges shall be shown separately on the bid form.
- 9.) HOLD HARMLESS. Successful Bidder agrees to indemnify, defend, and hold harmless the City of Statesboro and all employees, insurance carriers connected with COS from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, for provision of the products specified under the contract. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity in this paragraph.
- 10.) MANUFACTURER & MODEL NUMBER. On his Bid Form, Bidder must state the manufacturer name and model number of each item proposed.
- 11.) NEW AND UNUSED. Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that have been previously used will be rejected.
- 12.) SAMPLES. For evaluation purposes, samples may be requested from any Bidder. Samples shall be provided at no charge unless Bidder indicates on his bid the exact charge for samples. The City reserves the right to consume samples for testing. The City may retain sample until delivery and acceptance of contracted items and vendor shall remove samples at their expense at the request of City.
- 13.) TESTING. After delivery, random samples may be submitted to a commercial laboratory, or other inspection agency, for testing to determine if they conform to the specifications. In cases where tests indicate the samples do not meet specifications, the cost of the testing shall be borne by the

contractor. When tests indicate the materials do not meet specifications, the City reserves the right to cancel the award and to purchase the goods in the open market at the expensed of the vendor.

- 14.) F.O.B. Point. All shipments shall be made F.O.B. destination, City of Statesboro, GA. F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the City of Statesboro, even if the City agrees to pay for shipping and handling. The City will allow freight charges, but only if they are indicated on this form. Freight shall be shown separately on the lines provided.
- 15.) Award. Bid award will be based on the lowest responsible bid price including any transportation charges, as well as any other criteria indicated in these specifications.
- 16.) Signatures. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.
- 17.) Taxes. The City is exempt from Federal Excise Tax. The City is exempt from state sales tax in Georgia.

ENVIRONMENTAL STEWARDSHIP CONSIDERATIONS

The City of Statesboro seeks to promote environmental sustainability initiatives and keep its impact to the environment to a minimum. Consideration will be given to proposals or combination of proposals that demonstrate environmental stewardship initiatives.

LOBBYING

The **lobbying** of the Procurement Evaluation Committee, City employees, County employees, or City/County elected officials regarding this solicitation of services is **STRICTLY PROHIBITED** from the time the RFQ is advertised until the time the Mayor and City Council Members formally consider award of contract at an official City Council meeting. Consultants who do not comply with this provision will be disqualified from consideration and participation in this process.

DISCLAIMER

The City of Statesboro reserves the right to award a contract to the contractor that is deemed to best satisfy the requirements of this RFP and provide the services which are in the best interest of the City. The City of Statesboro reserves the right to reject any or all proposals and to waive formalities or non-material irregularities. The City reserves the right to negotiate the terms of the contract and the scope of services with successful bidder without re-solicitation. Contractors acknowledge preparation of proposal submissions are at the expense of the contractor.

EXCEPTIONS FORM

Bidder shall list on this form any exceptions to RFP or any additional information, qualifications and service proposals deemed necessary to demonstrate contractor's ability to exceed minimum requirements and provide City with exceptional services that contractor is uniquely qualified to provide.

SEE ATTACHED AMENDMENT PAGE

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Quality Tire Recycling, LLC

465 Mallett Street
P. O. Box 941
Jackson, GA 30233
770-775-3304

***Amendment to City Of Statesboro Bid 2025-32 Scrap Tire Disposal Services Page 10 of 14**

The following list is additional information and or charges regarding the recycling of scrap tires.

1. Please call for approval to put more than 20 tires on rims on one load. We accept a maximum of 50 car tire rims or 20 Truck tire rims per load if approved.
2. If approved to accept rims, additional cost is:
 - a. \$7.50 each for car rims
 - b. \$30.00 each for semi tractor trailer rims,
3. Farm tractor tires over 5' x 2' are billed at \$500.00 per ton.
4. Excessive dirt/garbage: \$400.00 per ton.
5. OTR's are billed at \$500.00 per ton.
6. OTR rims are \$250.00 each.
7. We do not accept:
 - a. Solid tires
 - b. Tracks
 - c. Tubes with valve stems
 - d. Any rims smaller than a car tire rim

NON-COLLUSION AFFIDAVIT

State of (Georgia)

County of Bulloch

DOUG BERNHARDT being first duly sworn, deposes and says that he or she is Agent of QUALITY TIRE RECYCLING, the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Company Name : QUALITY TIRE RECYCLING, LLC.

Company Address : 465 MALLET STREET
JACKSON, GA 30233

Authorized Representative (Print Name): DOUG BERNHARDT

Authorized Representative (Signature): 

Date: 8/28/25

E-Verify Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of City of Statesboro has registered with it, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

223112

JUNE 2006

Federal Work Authorization User Identification Number

Date of Authorization

QUALITY TIRE RECYCLING

Name of Contract or

CITY OF STATESBORO

Name of Project

City of Statesboro

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on AUGUST 28 2025, (city), JACKSON (state) GA

[Signature]
Signature of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 28 DAY OF August, 2025

Patty P. Burford

Notary Public



Patty P. Burford
NOTARY PUBLIC
Butts County, Georgia
My Commission Expires
November 03, 2027

8/28/25
Date

BIDDER INFORMATION

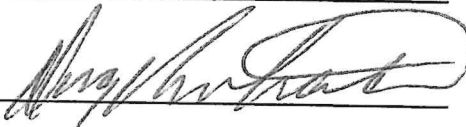
Company Name : QUALITY TIRE RECYCLING, LLC.

Company Address : 465 MALLET STREET
JACKSON, GA 30233

Company Telephone #: 770-775-3304

Company Website: _____

Authorized Representative (Print Name): DOUG BERNHARDT

Authorized Representative (Signature): 

Authorized Representative (Title): RVP

Authorized Representative (Email): dbernhardt@libertytire.com

Authorized Representative (Cell #): 404-427-2837

Date: 8/28/25

Corporate Seal:

BID FORM
Tire Recycling Services
BID 2025-###
City of Statesboro, GA

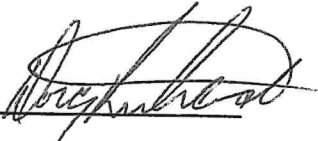
Bid proposal submitted by QUALITY TIRE RECYCLING ("Bidder") organized and existing under the laws of the State of GEORGIA Doing Business As QUALITY TIRE RECYCLING, LLC as described herein for the City of Statesboro.

Bidder agrees to provide services described herein for RFP # 2025-##, Scrap Tire Disposal Services, in accordance with the RFP documents for the prices stated below and to commence work on July 1, 2025.

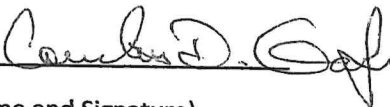
BIDDER acknowledges receipt of the ADDENDA: ☒ YES ☐ No

Bid Price per ton:

\$ 175⁰⁰ per ton

DOUG BERNHARDT 
Name and Signature of Authorized Representative*

8/28/25
Date

Cornelius Gause 
Attested By (Name and Signature)

8/28/25
Date

**By signing this form, I, on behalf of my company, agree to provide the services described herein in accordance with the requirements contained herein and if my company is awarded this contract, I agree that this signed bid response shall serve as the legal binding document concerning this contract.*

CITY OF STATESBORO

COUNCIL

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



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

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

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

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

Date: 11/07/2025

RE: Master Services Agreement and Task Order 1A with EMC Engineering Services, Inc. for Engineering Design Services for the Creek on the Blue Mile Little Lotts Creek Drainage Improvements

Policy Issue: Purchasing

Recommendation:
Engineering staff recommends approval.

Background:

City Council approved a contract for engineering design services for the Creek on the Blue Mile project with Freese & Nichols, Inc. (FNI) on March 1, 2022. After the Blue Mile Foundation secured additional funding for the project from GDOT, the complexity of the project increased significantly due to the GDOT funding requirement to follow GDOT's Plan Development Process (PDP). The City and Freese and Nichols failed to reach an agreement on a change order for the additional cost to follow the GDOT PDP, and the contract with FNI was terminated on December 17, 2024.

The project design was then divided into separate contracts for bridge design, drainage channel improvements design, and multi-use trail design, due to the different funding sources and requirements for each item. Adhering to the GDOT Procurement Policy, the City advertised a Request for Qualifications in April 2025 for engineering design services for the design of drainage improvements to Little Lotts Creek from West Jones Avenue to Gentilly Drive for the Creek on the Blue Mile Project. EMC Engineering Services, Inc. was selected as the most qualified firm, and City Council approved staff to enter negotiations with EMC on July 1, 2025. Subsequently, staff engaged in negotiations as well as worked to secure funding for other elements of the Creek on the Blue Mile project.

Task Order 1A includes field surveying, environmental studies, geotechnical surveying, 60% construction plans, hydrologic and hydraulic analysis, FEMA coordination, and permitting coordination with the Environmental Protection Division and US Army Corps of Engineers. These items are preliminary design items required by the GDOT PDP. There will be additional task orders for completion of the design and approval by GDOT. The total cost for the design of the Little Lotts Creek Improvements is estimated to be \$2.75 million.

Budget Impact: Task Order 1A has a total cost of \$1,453,474. The City has remaining funds from a GEFA Grant in the amount of \$2,787,538.80 to fund the project.

Council Person and District: Paulette Chavers, District 1 and Ginny Hendley, District 3

Attachments: Master Services Agreement and Task Order 1A with EMC Engineering, Inc.

Copy: Darren Prather, Director of Central Services
Marcos Trejo, P.E., Assistant Director of Public Works



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

November 10, 2025

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

**RE: LETTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
CREEK ON THE BLUE MILE – CHANNEL MODIFICATIONS
W. JONES AVENUE TO GENTILLY ROAD, STATESBORO, GA
TASK ORDER #1A**

Dear Mr. Boyles:

EMC Engineering Services, Inc. (EMC) appreciates the opportunity to present this *Proposal/Agreement* for providing professional engineering services in connection with the referenced *Project*. The *Project* consists of creating a new channel alignment along a portion of Little Lotts Creek and associated site improvements to support the construction of pedestrian ways. The scope of this task order is strictly limited to the services (and levels thereof) detailed below, any scope beyond what is strictly described below will constitute additional services and require further negotiation with the Client.

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

1. SURVEYING:

- Boundary and Topographic Survey: Consultant will review previously obtained topographic survey data to determine areas that have changed since 2023 when the original survey was performed. All parcel boundaries will be analyzed for property line and ownership changes since 2023. A new title search will be performed on all affected properties along the project corridor.
- Level B SUE: Underground utility locations provided by a private utility locator. Consultant will review previously obtained Level B SUE data and coordinate with local utility companies to determine whether any additional utilities have been installed along the project corridor since 2023.
- Level A SUE: Potholing of existing utilities as deemed necessary to determine exact depth. Service includes survey location of utilities and picture identification of each pothole. Holes to be backfilled after survey completion.

2. ENVIRONMENTAL SCIENCE SERVICES:

- Site Assessment & Aquatic Resources Delineation: CONSULTANT will field review aquatic resources delineation to determine if the past delineation remains accurate and consistent with current delineation standards and methodologies employed by the Savannah District U.S. Army Corps of Engineers (USACE). Delineation of all aquatic resources within the project area in accordance with the regulatory requirements of 33 CFR Part 328 Definition of Waters of the U.S., the Corps of Engineers Wetland Delineation Manual; January 1987 and State Waters in accordance Georgia Erosion and Sedimentation Act (Act), O.C.G.A. 12-7.
- Aquatic Resources & State Waters Buffer Verification Request: Preparation of a complete request for submittal to the USACE seeking written verification of the limits of aquatic resources and a State Waters Buffer Determination Request for submittal to the Local Issuing Authority (LIA).
- Phase I Cultural Resources & Archaeological Survey: CONSULTANT will retain the services of a

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certified cultural/archaeological resources consulting firm to complete a Phase I cultural and archeological resources survey in accordance with USACE and State survey standards. This task will generally include a literature and database review for the project area, field surveys and testing, and report preparation as required by the USACE and State during the 404 Permit process. If the Phase I survey identifies cultural/archaeological sites and additional testing (Phase II) is necessary to determine if those resources are eligible for listing on the Natural Register of Historic Places, CONSULTANT will coordinate with CLIENT and will provide a budget estimate for Phase II testing prior to incurring any additional cost.

- Threatened & Endangered Species Survey: CONSULTANT will review all available records to gather information regarding known occurrences of state and federally protected species listed within project vicinity and will complete a thorough pedestrian survey of the site to determine the presence and/or absence of habitat suitable to support listed species. Following completion of the records review and field assessment, CONSULTANT will prepare a report of findings documenting the results of the survey. If critical habitat for a particular species is observed within the project area and an intensive species-specific survey is warranted, CONSULTANT will provide CLIENT a budget estimate prior to incurring any additional cost. CONSULTANT considers all field observations and report documentation to be strictly confidential. No information associated with this task will be discussed with any state or federal agency or provided to any state or federal agency without CLIENT and/or landowner authorization.

3. GEOTECHNICAL SERVICES:

- Preparation of property access letters to provide to property owners prior to work commencing.
- Perform approximately 46 SPT borings to a depth of 30' along retaining wall locations throughout project corridor.
- Set 16 piezometers at 30' below grade with 2 piezometers located at each wall location.
- Laboratory testing of the following parameters: triaxial shear, unconsolidated / undrained triaxial, moisture content, organic content, Atterberg limits, grain size distribution and unit weight.
- Preparation of a geotechnical investigation report summarizing findings.
- Preparation of retaining wall design documents and details.

4. SITE ENGINEERING:

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

ESTIMATED LIST OF DRAWINGS:

- ♦ Cover
- ♦ General Notes and Legend
- ♦ Sheet Index
- ♦ Existing Conditions Key Map
- ♦ Existing Conditions and Demolition Plans
- ♦ Typical Sections & Details
- ♦ Plan & Profile Key Map
- ♦ Plan & Profile Sheets
- ♦ Cross-Sections
- ♦ Site Plan Key Map
- ♦ Site Plans
- ♦ Promenade Hardscape Plans
- ♦ Promenade Hardscape Details
- ♦ Landscape Plans
- ♦ Lighting Plans
- ♦ Utility Plan
- ♦ Sanitary Sewer Profiles
- ♦ Electrical Plans

- ♦ *Maintenance Building Details*
- ♦ *One-Line Diagram*
- ♦ *Pre-manufactured Pedestrian Bridge Details*
- ♦ *Retaining Wall Details*
- ♦ *Hydro-Pneumatic Gate Details*
- ♦ *Construction Details*
- ♦ *ESPC Plan Key Map*
- ♦ *ESPC Plans*
- ♦ *ESPC Details*

- Architectural design (to 60% level) of maintenance / well house building in Memorial Park. Details will include floor plans, structural design, foundation plan, renderings and façade design.
- Development of normal designs, calculations, computations, details and specifications required for regulatory approval.

➤ **Hydrologic & Hydraulic Analysis**

- *Review work Performed to Date: EMC will review the work that has been performed to date for the project. This will include:*
 - *H&H study and modeling work for the project performed from 2019 – 2023.*
 - *Construction plans for the project.*
 - *Construction plans for bridges that have been prepared by others.*

➤ **Update the Current H & H Models:**

EMC will update the existing and proposed conditions H & H models of the Little Lotts Creek Basin that has been prepared. The basin models are currently a one-dimensional XP-SWMM model. These models will be converted into two-dimensional PC-SWMM models. The models will be run and updated to reflect current project conditions. The existing and proposed conditions models will be updated. Rainfall data will be updated based on NOAA Atlas 14 depths for required storm events. Flow rate data from the Bulloch County FIS will be used as needed.

➤ **Existing and Proposed Conditions:**

EMC will run the models with specified design storms (2yr 24hr, 10yr 24hr, 25yr 24hr, 50yr 24hr, 100yr 24 hr, 500yr 24hr. The existing conditions modeling will be used as a baseline to compare to the proposed conditions. The proposed conditions modeling will be used to:

- *Confirm the current proposed channel geometry.*
- *Generate new surface water profiles for the project*
- *Develop a concept plan for a new storm water pond upstream of College Street that will be used for flood control.*

The two-dimensional models will be used to generate flood plain maps for the project.

➤ **Reporting:**

EMC will prepare a report in accordance with GDOT guidelines/templates for the project. The report will include:

- *Introduction*
- *Methodology*
- *Existing Conditions*
- *Proposed Conditions*
- *Recommendations*

- Conclusion
- Supporting Exhibits (maps, tables, etc.)

➤ **FEMA Coordination:**

EMC will prepare the needed documents and submit the project to FEMA for a Conditional Letter of Map Revision (CLOMR) prior to construction. After construction a Letter of Map Revision (LOMR) will be submitted to FEMA. The CLOMR and LOMR work will be used to show the new floodplain after the improvements have been constructed.

➤ **Electrical & Lighting Design:**

Design of lighting plan along pedestrian corridor from South College Street to South Zetterower Avenue. Plan will include both sides of the corridor and will consider the following light elements: decorative post tops, recessed uplights and / or flood lights, recessed wall lights, step lights, spot lights and cove lighting. Lighting at mid-block crossing at US 301 / SR 73 will be included. Electrical design for pump stations, re-circulation pumps, water control gate, etc. Preparation of photometric plans considering all light sources. Calculation of voltage drop for equipment sizing and development of conduit / cable plans. Preparation of foundation details for light sources requiring special foundations.

5. Permitting, Project Management & Consultation:

- Preparation of forms, documents, and anticipated filings required in the course of permit approvals from local and/or state government agencies for surveying and engineering services. Anticipated reviewing agencies include:
 - ♦ **Environmental Protection Division**
 - ♦ **United States Army Corps of Engineers**
 - ♦ **Georgia Department of Transportation**
 - ♦ **City of Statesboro**
 - ♦ **Georgia Power Company**
 - ♦ **Consultant Team Tasked with Bridge Design under PI 0019357**
- Meetings, attendance at anticipated hearings and public meetings, routine negotiations, address agency comments, as required in the course of normal permit approvals.
- General consulting correspondence and coordination with design team, legal team, real estate team, and government agencies.
- Meetings with design team handling PI 0019357 to coordinate efforts and ensure cohesion between projects at interaction points.

Payment for our *Basic Services* will be a lump sum fee of **\$1,453,474**.

COST ESTIMATE BREAKDOWN FOR EACH PHASE OF WORK:

- **Surveying**
 - **Topographic / Boundary** \$60,000
 - **Utility Locate**
 - **Level B SUE** \$81,722
 - **Level A SUE** \$95,815
- **Environmental Science services** \$58,250
- **Geotechnical Services** \$330,337
- **Site Engineering**
 - **Plan Preparation**
 - **60% Check Set** \$200,000
 - **H&H Modeling & Reporting** \$302,350
 - **FEMA Coordination** \$125,000

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- *Electrical / Lighting Design (60% level)* \$50,000
- *Permitting, Project Management & Consultation* \$150,000

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

REIMBURSABLE EXPENSES WILL INCLUDE THE FOLLOWING:

- *Courier, Overnight Delivery, and Postage Fees*
- *Permits, Filing, and Regulatory Fees*
- *Reprographics*

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

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

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

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

Attachments:

- General Provisions
- Hourly Rate Schedule
- Invoice and Accounting Contact Information Form

Sincerely,
EMC ENGINEERING SERVICES, INC.

By: 
Charles E. Perry, Jr.
President & CEO

ACCEPTED this ____ day of _____, 2025

City of Statesboro

Recommended by: _____
Charles Penny, City Manager

APPROVED AS TO FORM:

I. Cain Smith, City Attorney

ATTEST: CITY OF STATESBORO

By: _____ By: _____
Leah Harden, City Clerk Jonathan McCollar, Mayor

EMC ENGINEERING SERVICES, INC. GENERAL PROVISIONS

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

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

2025 Hourly Rate Schedule

ENGINEERING	
Senior Principal Engineer	\$275/HR
Principal Engineer	\$250/HR
Senior Project Manager	\$240/HR
Project Manager	\$200/HR
Junior Project Manager	\$185/HR
Professional Engineer	\$175/HR
Senior Design Engineer	\$165/HR
Design Engineer	\$150/HR
Junior Design Engineer	\$135/HR
Senior Engineer Tech	\$130/HR
Engineer Tech	\$125/HR
Junior Engineer Tech	\$115/HR
Senior Landscape Architect (RLA)	\$205/HR
Landscape Architect	\$175/HR
Junior Landscape Designer	\$135/HR
Geotechnical Engineer	\$185/HR
Junior Geotechnical Engineer	\$135/HR
SURVEYING	
Senior Registered Land Surveyor	\$220/HR
Registered Land Surveyor	\$185/HR
Land Surveyor	\$155/HR
1-Man RLS Surveyor (Field)	\$195/HR
1-Man Surveyor (Field)	\$150/HR
2-Man Survey Crew	\$190/HR
3-Man Survey Crew	\$280/HR
UAV Surveyor	\$195/HR
Senior Survey Tech	\$130/HR
Survey Tech	\$125/HR
Junior Survey Tech	\$115/HR
CONSTRUCTION PHASE SERVICES	
Construction Manager	\$170/HR
Construction Project Manager	\$150/HR
Senior Construction Inspector	\$135/HR
Construction Inspector	\$115/HR
Junior Construction Inspector	\$90/HR
Senior CMT Field Representative	\$100/HR
CMT Field Representative Specialty	\$130/HR
CMT Field Representative	\$90/HR
Junior CMT Field Representative	\$70/HR

EMC Engineering Services, Inc.

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

CITY OF STATESBORO

COUNCIL

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



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

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

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

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

Date: 11/07/2025

RE: Master Services Agreement and Task Order 1 with Michael Baker International for Engineering Design Services for the Creek on the Blue Mile Bridges

Policy Issue: Purchasing

Recommendation:

Engineering staff recommends approval.

Background:

City Council approved a contract for engineering design services for the Creek on the Blue Mile project with Freese & Nichols, Inc. (FNI) on March 1, 2022. After the Blue Mile Foundation secured additional funding for the project from GDOT, the complexity of the project increased significantly due to the GDOT funding requirement to follow GDOT's Plan Development Process (PDP). The City and Freese and Nichols failed to reach an agreement on a change order for the additional cost to follow the GDOT PDP, and the contract with FNI was terminated on December 17, 2024.

The project design was then divided into separate contracts for bridge design, drainage channel improvements design, and multi-use trail design, due to the different funding sources and requirements for each item. Adhering to the GDOT Procurement Policy, the City advertised a Request for Qualifications in May 2025 for engineering design services for the design of three bridges on the Creek on the Blue Mile Project. Michael Baker International, Inc. (MBI) was selected as the most qualified firm, and City Council approved staff to enter negotiations with MBI on August 19, 2025.

Task Order 1 includes project schedule development, traffic data collection and analysis, scoping/planning for environmental studies, field surveying, and utilities location and identification, as well as development of the field survey database. These are preliminary design items required by the GDOT PDP. The task order is not to exceed \$100,000. Actual cost will be based on quantity of work completed according to the billable rates listed in the agreement. The work included in this task order will assist MBI and the City in negotiating more detailed future task orders for the project. The duration of Task Order 1 is six months. The total cost for the design of the bridges is estimated to be within the range of \$3 million to \$3.5 million.

Budget Impact: GDOT has awarded \$3 million to the City for design of the bridges.

Council Person and District: Paulette Chavers, District 1 and Ginny Hendley, District 3

Attachments: Master Services Agreement and Task Order 1 with Michael Baker International, Inc.

Copy: Darren Prather, Director of Central Services
Marcos Trejo, P.E., Assistant Director of Public Works

CLIENT SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____, 20__ ("Effective Date") by and between Michael Baker International, Inc. ("MICHAEL BAKER") and the City of Statesboro ("CLIENT") for the "Services" of MICHAEL BAKER in connection with the "Project," both as more fully described in **Exhibit A** (Scope of Services & Compensation). CLIENT and MICHAEL BAKER may be referred to individually as a "Party" and collectively as the "Parties" herein.

STANDARD OF CARE: The standard of care applicable to the Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at the time and at the Project locale.

TIME OF PERFORMANCE: MICHAEL BAKER shall commence the Services upon receipt of written notice to proceed from CLIENT and shall complete the Services within the time period set forth in this Agreement, subject to any delays caused by CLIENT or any "Force Majeure Event," as defined herein.

PAYMENT: CLIENT shall compensate MICHAEL BAKER for the Services as provided herein and **Exhibit A** hereto. Payments shall be made monthly by CLIENT to MICHAEL BAKER based on invoices submitted by MICHAEL BAKER. CLIENT shall pay MICHAEL BAKER interest on any payments not made within thirty (30) days of the date of applicable invoices at the rate of 1.5% per month. In the event the Services are terminated prior to the completion of this Agreement, MICHAEL BAKER shall be paid an amount proportional to the Services rendered through the date of termination. MICHAEL BAKER may suspend the Services if CLIENT fails to timely issue payment as required by the Agreement, and may terminate the Agreement if sums owed MICHAEL BAKER are over 30 days past due.

USE LICENSE: MICHAEL BAKER retains all ownership and right (including copyright, patent, intellectual property and common law) to all data and documents prepared or furnished by or on behalf of MICHAEL BAKER in connection with the Services (collectively, "Deliverables"). Conditioned upon payment of all sums due MICHAEL BAKER under this Agreement, CLIENT has a non-exclusive license to use the Deliverables only in connection with the Project. Use of or reliance upon any preliminary or incomplete Deliverables, re-use of any Deliverables without MICHAEL BAKER's prior written approval, modification of any Deliverables without adaptation by MICHAEL BAKER (at an additional cost) or any other unauthorized use of the Deliverables shall be at CLIENT's risk without liability to MICHAEL BAKER. CLIENT shall indemnify and hold MICHAEL BAKER harmless from and against any liability, damage or loss (including, without limitation, attorneys' fees) relating to any unauthorized use, re-use or modification of any Deliverables by CLIENT.

QUALIFICATIONS/EXCLUSIONS: MICHAEL BAKER is entitled to rely on the accuracy of any information or documentation furnished to MICHAEL BAKER by CLIENT in connection with the Project, and shall not be liable for any site, legal or environmental condition or requirement relating to the Services that is not disclosed or that is unknown to MICHAEL BAKER prior to the Effective Date. MICHAEL BAKER shall have no responsibility for any construction activities, means, methods, techniques, sequences, procedures or safety programs or precautions employed on the Project, or for any increase, inaccuracy or deviation in any construction cost estimates furnished by MICHAEL BAKER in connection with the Project. If MICHAEL BAKER reviews any shop drawing, product data, samples or other submittal as a part of the Services, such review is limited to checking for general conformance with the design concept contained in the final released for construction design of MICHAEL BAKER, and no other purpose whatsoever.

CHANGES: If CLIENT requires changes in the Services, MICHAEL BAKER shall not be obligated to perform such changes without a written change order executed by both Parties. If MICHAEL BAKER elects to furnish additional services without an executed change order, such additional services shall be compensated by CLIENT on a time and material basis plus overhead and profit rates in effect at the time.

INDEMNIFICATION: Subject to any applicable limitation of liability, MICHAEL BAKER shall only be obligated to indemnify CLIENT from and against any direct damages incurred by CLIENT resulting from a third-party claim against CLIENT for personal injury (including death) or property (other than to the Project itself) damage that is solely caused by the negligence of MICHAEL BAKER in connection with the Services.

LIMITATIONS OF LIABILITY: To the fullest extent permitted by law, CLIENT agrees that: (i) MICHAEL BAKER's total aggregate liability (whether such liability is based in

contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense or cost of whatsoever kind or nature arising out of or relating in any way to the Agreement, Services and/or Project shall not exceed the greater of \$50,000 or the total fee paid for the Services; and (ii) MICHAEL BAKER shall not be liable to CLIENT for any special, incidental, indirect, exemplary or consequential damage, loss, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business, or reputation) arising out of relating in any way to the Agreement, Services or Project.

FORCE MAJEURE: MICHAEL BAKER shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by (i) any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, (ii) any action or inaction of CLIENT or a third-party engaged by CLIENT, and/or (iii) any other event, occurrence or circumstance beyond the reasonable control of MICHAEL BAKER (each, a "Force Majeure Event"). The compensation due MICHAEL BAKER and the schedule governing the timing for MICHAEL BAKER's performance shall be equitably increased and extended, respectively, to address any impact to MICHAEL BAKER's performance due to a Force Majeure Event.

DEBARMENT CERTIFICATION: The Parties certify that to the best of their knowledge, they are not presently suspended, debarred or otherwise sanctioned by a state or the federal government, and they do not conduct restricted business with sanctioned countries or sanctioned entities, which are listed by the U.S. Department of the Treasury, Office of Foreign Asset Control or the U.S. Department of Commerce, Bureau of Industry and Security.

ASSIGNMENT: Neither Party may assign this Agreement without the prior written consent of the other. Notwithstanding the foregoing, MICHAEL BAKER may subcontract portions of the Services to subconsultant(s) subject to CLIENT's reasonable approval.

MISCELLANEOUS: This Agreement shall be construed as if jointly prepared by the Parties, and nothing contained herein is intended or shall be construed to give any third party any interest in the Agreement or the Services and/or any right or claim against MICHAEL BAKER with regard to the Agreement or Services. If any term or provision of this Agreement is adjudicated or determined to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected thereby. The Parties acknowledge that MICHAEL BAKER is furnishing the Services under this Agreement as an independent contractor, and not as an agent, representative, partner, joint venturer or employee of CLIENT. Except as may be otherwise provided by applicable law, each Party shall be responsible for its own attorneys' fees and costs in all disputes between the Parties arising out of or relating to this Agreement. This Agreement (and any change order hereto) may be executed in counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same instrument. Signatures obtained electronically or by facsimile, PDF and/or email shall be treated as valid for all purposes.

ENTIRE AGREEMENT: This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein and supersedes all prior understandings and/or agreements related to the same. No modification or amendment to this Agreement shall be valid unless in writing and signed by both Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement as of the Effective Date.

MICHAEL BAKER INTERNATIONAL, INC.

CITY OF STATESBORO

By: _____
Signature

By: _____
Signature

Printed Name & Title

Printed Name & Title

CLIENT SERVICES AGREEMENT

EXHIBIT A Scope of Services

Task Order #1 – Quick Start Billable Rate

MICHAEL BAKER agrees to furnish **CLIENT** with the following Services in connection with the Project:

A. Schedule Development

1. Develop draft schedule for review by the City
2. Address comments from the City & provide a final schedule

B. Traffic data and projections:

1. Conduct a site visit
2. Traffic projections request, Traffic Data Report, Traffic Forecasting
 - i. Current year minimum forty-eight (48) hour classification count at location as close as possible to the bridge with no intersecting roads or driveways between the counter and the bridge.
3. Traffic Analysis for operational features
4. Develop growth rate for project area using GDOT TADA historical count data, county or city census data, Metropolitan Planning Organization (MPO) model data, area development information, etc.
5. Report existing Average Annual Daily Traffic (AADT), existing Design Hourly Volume (DHV), base year AADT, base year DHV, design year AADT, design year DHV, base year +2 AADT, base year +2 DHV, design year AADT+2, design year+2 DHV, K factor, D factor, peak hour truck percentage with single unit and combination breakdown, 24 hour truck percentage with single unit and combination breakdown following GDOT standards using the one page bridge template. Round AADT to nearest 25, DHV to nearest 5, and percentages to nearest 0.5%.
6. Conduct Stage 1 and Stage 2 (or waiver) ICE analysis.

C. Develop scoping maps:

1. Environmental Survey Boundary
2. Field Survey Boundary
3. Subsurface Utility Engineering (SUE) Boundary

D. Provide OpenRoads Database: *All work shall meet the guidelines of the Department's survey manual as of the NTP date of this task order.**

1. Collect all areas inside the Field Survey Boundary (Per survey manual guidelines). Collect all information required in the GDOT Survey Manual to include but no limited to: Pavement, above ground utilities, property, drainage, driveways, buildings...
2. Collect pipe conditions for all cross drains.
3. Research property and ROW plans for the property database.
4. Field tie all front property corners and ROW markers as possible. If back property corners can be tied with minimum effort, tie these as well.
5. Perform property resolution holding to as many property corners as possible using professional judgement.
6. Perform Survey data processing to meet GDOT guidelines.

CLIENT SERVICES AGREEMENT

EXHIBIT B

Services Schedule

Full project schedule development is part of the scope of this task order (TO 1). However, the duration of TO 1 will be 6 months and will overlap TO 2.

CLIENT SERVICES AGREEMENT

EXHIBIT C Compensation

1. Subject to any adjustments made in accordance with the terms of this Agreement, **CLIENT** shall pay **MICHAEL BAKER** for the Services as specified below.

☒ **1.B. Time-and-Materials.** For Time-and-Materials agreements, **MICHAEL BAKER** shall invoice **MICHAEL BAKER's** direct labor hours expended to perform the Services on a monthly basis times a 2.74 multiplier plus **MICHAEL BAKER's** other direct expenses and costs (inclusive of any subconsultant fees and costs).

Task Order #1 Not To Exceed amount of \$100,000.00

*See attached Certified Payroll Letters with Billable Rates for all applicable personnel as of 10/29/2025.

2. **MICHAEL BAKER** will submit monthly invoices for all Services unless otherwise provided in the Agreement. All invoices shall include Project name, Project number, and Purchase Order number, as applicable.

October 29, 2025

City of Statesboro
Attn: Marcos Trejo
50 East Main St.
Statesboro, GA 30458

Re: Certified Payroll: City of Statesboro_0019357 – Bridges on the Blue Mile – Task Order 1

Dear Mr. Trejo,

This letter is to certify the following pay rates for Michael Baker International, Inc. for the above referenced cost proposal.

Michael Baker International						
PI # 0019357 - TO 1	Employee Name	Current Raw Rate	Audited Office OH Rate	FCCM	Fixed Fee	Fixed Billable Hourly Rate
Job Class			148.787%		10.00%	
Principal	Al Bowman	147.49	\$219.45	\$0.00	\$36.69	\$403.63
Project Manager Sr.	Matt Bennett	113.58	\$168.99	\$0.00	\$28.26	\$310.83
Project Manager/Roadway Engineer	Alison Gonzalez	77.51	\$115.32	\$0.00	\$19.28	\$212.12
Project Manager Sr./Project Engineer Sr.	Bill Ruhsam	91.27	\$135.80	\$0.00	\$22.71	\$249.77
Project Manager Sr./Project Engineer Sr.	Josh Williams	78.44	\$116.71	\$0.00	\$19.51	\$214.66
Project Manager/Traffic Engineer	Mary Eades	54.09	\$80.48	\$0.00	\$13.46	\$148.03
Project Manager/Traffic Engineer	Carl Wilson	41.27	\$61.40	\$0.00	\$10.27	\$112.94
Manager/Team Leader	Frank Henning	74.53	\$110.89	\$0.00	\$18.54	\$203.96
Manager/Team Leader	Paul Condit	62.81	\$93.45	\$0.00	\$15.63	\$171.89
ENV Analyst	Renee Flinchun- Bowles	50.29	\$74.82	\$0.00	\$12.51	\$137.63

Administrative Assistant	Laura Schechtel	28.39	\$42.24	\$0.00	\$7.06	\$77.69
Administrative Assistant	Kristen DeMita	40.22	\$59.84	\$0.00	\$10.01	\$110.07
Administrative Assistant	Trinity Reed	37.63	\$55.99	\$0.00	\$9.36	\$102.98
Administrative Assistant	Mary Beth Kronenberger	52.51	\$78.13	\$0.00	\$13.06	\$143.70

The above information is certified to be true and accurate as of 10/29/2025.

Sincerely,

Al Bowman
Vice President
Michael Baker International, Inc.



5039 B U Bowman Drive
Suite 400
Buford, GA 30518
(678) 525-8806

platinumgeomatics.com

September 29, 2025

GDOT
One Georgia Center
600 West Peachtree Street NW
Atlanta, GA 30308

RE: Bridges on the Blue Mile
PI #0019357

To Whom It May Concern:

Platinum Geomatics is submitting the following personnel and direct labor rates in support of the above referenced project.

Last Name	First Name	Classification	Raw Labor Rate/Payroll Rate
Blankinship	Michael	Survey Party Chief	\$42.50
Stringer	Warren	Instrument Man	\$27.00
Peppers	Mike	Survey Project Manager	\$86.50
Armstrong	Thomas	RLS / Chief Surveyor / Manager	\$58.00
Strother	Christopher	FAA Certified UAV Pilot	\$42.00
Womack III	Taft	Survey Technician / CADD	\$44.00
Sosebee	Andrew	LiDAR Technician	\$40.00

Platinum Geomatics' currently approved GDOT overhead rate is 150.98% with an FCCM of 1.8127%. I certify that the information provided above for each individual is true and accurate.

Sincerely,

Michael E. Martin
President/Founding Partner

CLIENT SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is entered into this _____ day of _____ 20__ ("Effective Date") by and between **Michael Baker International, Inc ("MICHAEL BAKER")** , and the **City of Statesboro ("CLIENT")**. **CLIENT** and **MICHAEL BAKER** may be referred to individually as a "Party" and collectively as the "Parties" herein.

WHEREAS, CLIENT is undertaking the project for the **Bridges on the Blue Mile ("Project")**;

WHEREAS, CLIENT desires **MICHAEL BAKER** to perform certain services in connection with the Project as set forth herein, and **MICHAEL BAKER** desires to perform such services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. **SCOPE/SCHEDULE OF SERVICES.** **MICHAEL BAKER** shall perform the services more fully described in **Exhibit A** hereto, as may be amended from time to time by the Parties as set forth herein (collectively, "Services"). The Services will be furnished in accordance with applicable Federal, State and local laws. **MICHAEL BAKER** shall have no responsibility for any construction activities, means, methods, techniques, sequences, procedures and/or safety programs or precautions employed on the Project. If **MICHAEL BAKER** reviews any shop drawing, product data, samples or other submittal as a part of the Services, such review is limited to checking for general conformance with the design concept contained in the final released for construction design of **MICHAEL BAKER**, and no other purpose whatsoever. The Services will be furnished in accordance with the mutually agreed upon schedule set forth in **Exhibit B** hereto ("Services Schedule"), subject to any subsequent mutually agreed upon Services Schedule change or **MICHAEL BAKER** right to a Services Schedule extension as may be provided for in this Agreement.
2. **STANDARD OF CARE.** The only standard of care applicable to the Services shall be that care and skill ordinarily used by members of the same profession practicing under similar conditions at that time and at the Project locale. No fiduciary relationship has been created or exists by virtue of the Agreement or the Services. Notwithstanding anything in this Agreement to the contrary, **MICHAEL BAKER** has not made, does not make, and specifically negates and disclaims any implied or express warranty or guarantee of any kind or character relative to the Services including, without limitation, any warranty of fitness for a particular purpose, any warranty of merchantability, and/or any implied warranty of habitability.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **MICHAEL BAKER** for the Services as provided herein and **Exhibit C** hereto. **MICHAEL BAKER** will invoice **CLIENT** for the Services performed on a monthly basis and, unless a shorter period is specified under applicable law, **CLIENT** shall issue payment to **MICHAEL BAKER** no later than 30 days from the date of receipt of **MICHAEL BAKER's** invoice. **MICHAEL BAKER** shall be entitled to interest at the rate of 1.5% per month on any outstanding sum due **MICHAEL BAKER** for the Services. **MICHAEL BAKER** does not waive and fully reserves any and all mechanics' or other lien rights for any unpaid Services.

CLIENT's payment obligations to **MICHAEL BAKER** under this Agreement shall survive termination or completion of the Services or this Agreement.

4. **MICHAEL BAKER DELIVERABLES.** **MICHAEL BAKER** shall retain all ownership, title and right (including copyright, patent, intellectual property and common law rights) in and to all designs, calculations, drawings, specifications, reports, technical data and/or any other documents prepared or furnished by or on behalf of **MICHAEL BAKER** in connection with the Services (collectively, "Deliverables"). Conditioned upon **MICHAEL BAKER** timely receiving payment of all sums due under this Agreement, **CLIENT** will have a non-exclusive license to use the Deliverables only for constructing, operating and/or maintaining the Project. Failure to pay **MICHAEL BAKER** for its Services or termination of this Agreement prior to completion of the Services or Deliverables shall terminate the foregoing license. Use of or reliance upon any preliminary or incomplete Deliverables, re-use of any Deliverables without **MICHAEL BAKER's** prior written approval, modification of any Deliverables without written verification or adaptation by **MICHAEL BAKER** (at an additional cost) for the specific purpose identified, or any other unauthorized use of the Deliverables shall be at **CLIENT's** risk and without liability to **MICHAEL BAKER**. **CLIENT** shall indemnify and hold **MICHAEL BAKER** harmless from and against any liability, damage and/or loss (including, without limitation, attorneys' fees or other legal costs) incurred by **MICHAEL BAKER** relating to any unauthorized use, re-use or modification of any Deliverables by **CLIENT**.
5. **CLIENT OBLIGATIONS.** **CLIENT** shall timely coordinate any services being performed by separate consultants of **CLIENT** with the Services of **MICHAEL BAKER**. **CLIENT** shall timely review and approve of all interim Deliverable submissions of **MICHAEL BAKER**, and timely provide any submittal to be reviewed by **MICHAEL BAKER** as a part of the Services to avoid detrimentally impacting the Services or the Services Schedule. **CLIENT** shall timely furnish to **MICHAEL BAKER** any information or documentation of **CLIENT** which may bear upon or impact the performance of the Services. **CLIENT** shall ensure that **MICHAEL BAKER** and its applicable subconsultants are permitted to attend Project meetings of **CLIENT** which relate to or may impact the Services.
6. **CHANGES/IMPACTS.** **CLIENT** has the right to request changes in the Services prior to completion of the same; provided, however, that **MICHAEL BAKER** shall not be obligated to perform any requested change in or to the Services without a written change order executed by the Parties. In the event **MICHAEL BAKER** elects to furnish additional services without an executed change order, any such additional services shall be compensated by **CLIENT** on a Time and Material basis plus **MICHAEL BAKER's** other direct expenses and costs (inclusive of any subconsultant fees and costs). The compensation due **MICHAEL BAKER** under this Agreement and the Services Schedule shall be equitably increased and extended, respectively, to address any change, delay, disruption, acceleration, or other impact to the Services caused by any Force Majeure Event (defined below). No **MICHAEL BAKER** claim for additional compensation or time shall be waived or limited by lack of written notice if **CLIENT** has actual or constructive knowledge of the condition, event, or circumstance giving rise to **MICHAEL BAKER's** claim.

7. **INDEMNIFICATION.** Notwithstanding anything to the contrary in this Agreement and subject to any applicable limitation of liability herein, **MICHAEL BAKER** shall only be obligated to indemnify and hold harmless **CLIENT** from and against direct damages incurred by **CLIENT** resulting from a third-party claim for personal injury (including death) or property (other than the Project work itself) damage against **CLIENT** that is solely caused by the negligence of **MICHAEL BAKER** in connection with the Services.
8. **COST ESTIMATES.** **CLIENT** acknowledges that **MICHAEL BAKER** cannot control market conditions or construction costs, means, methods, techniques and/or processes. As such, notwithstanding anything to the contrary contained herein, **CLIENT** agrees that **MICHAEL BAKER** makes no representation, warranty or guarantee as to the accuracy of any cost estimate related to the Project that is furnished by **MICHAEL BAKER** in connection with the Services, and further agrees that **MICHAEL BAKER** shall bear no responsibility for any increase, inaccuracy or deviation in any such estimates.
9. **SUSPENSION/TERMINATION.** **MICHAEL BAKER** may suspend the Services if **CLIENT** fails to timely issue payment to **MICHAEL BAKER** as required by the Agreement. **MICHAEL BAKER** may terminate the Agreement for cause if any sum owed **MICHAEL BAKER** under the Agreement is more than 30 days past due, or if the Services are stopped for a cumulative period of 60 days through no fault of **MICHAEL BAKER**. **CLIENT** may terminate the Agreement for cause if **MICHAEL BAKER** fails to cure a material breach following receipt of written notice and a reasonable opportunity to cure. In the event of any termination of the Agreement for any reason, **MICHAEL BAKER** shall be entitled to payment for Services properly performed or in process through the effective termination date as well as any non-cancelable third-party fees or costs relating to the Services.
10. **DEFAULT/DISPUTES.** As conditions precedent to **CLIENT** exercising any contractual or legal remedy against **MICHAEL BAKER** for any alleged default relative to the Services or Agreement, **CLIENT** shall provide **MICHAEL BAKER** with prompt written notice specifying the nature and impact of the alleged default and shall afford **MICHAEL BAKER** a reasonable time and opportunity (in no case less than 30 days) to analyze and commence a cure of the alleged default. To the fullest extent permitted by law, the validity or construction of this Agreement, and any dispute of the Parties arising out of or relating to the Services, Agreement or Project, shall be governed by the laws of the jurisdiction where the Project is located (excluding any conflict-of-laws rule or principle that would subject the matter to the laws of another jurisdiction) and the forum/venue for any action or proceeding relating to the same shall be a state or federal court seated in the Project locale. Except as authorized by any applicable prompt payment statute, the Parties shall be responsible for payment of their own respective attorneys' fees and/or costs relative to any dispute between the Parties arising out of or relating to the Services, Agreement and/or Project.

11. **INSURANCE.** Unless otherwise specified in **Exhibit A**, **MICHAEL BAKER** agrees to maintain the following insurance coverages and minimum limits for the duration of the Services:

Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Per Occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Employee)
General Liability	\$2,000,000 (Per Occurrence) \$4,000,000 (Aggregate)
Automobile Liability	\$2,000,000 Combined Single Limit
Professional Liability	\$2,000,000 (Per Claim) \$4,000,000 (Aggregate)

12. **EXHIBITS TO AGREEMENT.** The following Exhibits are included as a part of this Agreement:

Exhibit A – Scope of Services

Exhibit B – Services Schedule

Exhibit C – Compensation

13. **ELECTRONIC FILES.** In the event **MICHAEL BAKER** transmits to **CLIENT** any Computer Aided Design and Drafting or other electronic files or media (collectively, "Electronic Files") in connection with the Services, **CLIENT** agrees that **MICHAEL BAKER** makes no representation or warranty that any such Electronic Files: (i) Have any particular compatibility or are free of degradation, alteration or corruption, whether from electronic file transfer process or the modification or conversion of the Electronic Files into another format or otherwise; (ii) will function fully on the computers, hardware, and/or software of **CLIENT**; and/or (iii) will not damage or otherwise impair the computers, hardware and/or software of **CLIENT**. Any such Electronic Files of **MICHAEL BAKER** are provided merely as a convenience to **CLIENT**, do not replace or supplement the signed, dated, and sealed copies of any such files, and **MICHAEL BAKER** does not relinquish any proprietary, copyright or other rights of ownership to the Electronic Files or any data contained therein. To the fullest extent allowed by law, **MICHAEL BAKER** expressly disclaims any warranty regarding the accuracy, title, non-infringement, completeness, or permanence of the Electronic Files.
14. **FORCE MAJEURE.** **MICHAEL BAKER** shall not be liable for any failure to perform or any impairment to its performance to the extent such failure or impairment is caused by (i) any act of God, fire, flood, natural catastrophe, labor dispute or strike or shortage, national or state emergency, epidemic or pandemic, insurrection, riot, act of terrorism, war, act of government, (ii) any action or inaction of **CLIENT** or a third-party engaged by **CLIENT**, and/or (iii) any other event, occurrence or circumstance beyond the reasonable control of **MICHAEL BAKER** (each, a "Force Majeure Event").
15. **LIMITATIONS/QUALIFICATIONS.** To the fullest extent permitted by law, the Parties expressly agree that: (i) **MICHAEL BAKER** shall not be liable to **CLIENT** for any special, incidental, indirect, exemplary or consequential loss, damage, expense or cost (including, without limitation, loss of use, revenue, income, profit, financing, business and/or reputation) arising out of or relating in

any way to the Agreement, Services or Project; (ii) **MICHAEL BAKER** is entitled to rely on the accuracy of any information or documentation furnished to **MICHAEL BAKER** by **CLIENT** in connection with the Project, and shall not be liable for any site, legal or environmental condition or requirement relating to the Services that is not disclosed or is unknown to **MICHAEL BAKER** prior to the Effective Date; (iii) **MICHAEL BAKER** shall not be liable for any failure to perform to the extent such failure is caused by any event, occurrence, or circumstance beyond the reasonable control of **MICHAEL BAKER**; (iv) **MICHAEL BAKER's** total aggregate liability (whether such liability is based in contract, warranty, tort, equity, strict liability, statute, common law, and/or any other claim or theory) for any loss, damage, expense or cost of whatsoever kind or nature arising out of or relating in any way to the Agreement, Services and/or Project shall not exceed the net sum paid to **MICHAEL BAKER** for the Services; and that (v) any cause of action asserted by **CLIENT** against **MICHAEL BAKER** arising out of or in any way relating to the Services, Agreement, or Project shall be deemed to have accrued no later than the date the Services were completed by **MICHAEL BAKER**. Each of the foregoing limitations are separate and independent of the other, and shall survive termination or completion of the Agreement, Services and/or Project.

16. **CONFIDENTIALITY.** A receiving Party shall hold confidential any and all non-public information which is designated by the transmitting Party as confidential, proprietary and/or trade secret in nature (collectively, "Confidential Information") in connection with this Agreement. The receiving Party shall not use or disclose any such Confidential Information for any purpose other than (and then only to the extent necessary) for use relating to the Project; provided, however, that Confidential Information of **CLIENT** may be shared with **MICHAEL BAKER's** subconsultants with a need to know such information for performing the Services. The Parties agree that Confidential Information shall not include information that: (i) is or becomes publicly available without a breach of this Agreement; (ii) was independently developed by the receiving Party without use of the Confidential Information of the transmitting Party; (iii) becomes known to the receiving Party from a source other than the transmitting Party that is not in violation of any obligation to the transmitting Party; or (iv) is required to be disclosed to a court, arbitration tribunal or government agency pursuant to written order, subpoena, regulation, rule or process of law provided, however, that the receiving Party shall provide notice to the disclosing Party as soon as reasonably practicable prior to disclosure.
17. **PROJECT REPRESENTATIVES.** Each Party designates the representatives below who shall have authority to act on their behalf with respect to the Project. The Parties may change their designated Project representative only upon written notice to the other Party.

MICHAEL BAKER: *J. Matt Bennett, DBIA*
 Project Manager
 112 Delk Rd.
 Screven, GA 31560
 912-294-7656

CLIENT: *Marcos Trejo Jr., P.E.*
Assistant Director of Public Works
City of Statesboro – Public Works & Engineering Dept.
50 East Main St.
Statesboro, GA 30458
912-764-0681

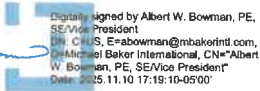
18. **ASSIGNMENT/SUBCONTRACTING.** Neither Party may assign this Agreement without the prior written consent of the other. Notwithstanding the foregoing, **MICHAEL BAKER** may subcontract portions of the Services to subconsultant(s) subject to approval of **CLIENT**, which approval will not be unreasonably withheld.
19. **INDEPENDENT CONTRACTOR.** The Parties acknowledge that **MICHAEL BAKER** is furnishing the Services under this Agreement as an independent contractor, and not as an agent, representative, partner, joint venturer or employee of **CLIENT**.
20. **NO THIRD-PARTY BENEFICIARIES.** Nothing contained herein is intended to nor shall be construed as giving any third-party (other than the Parties' successors and permitted assigns) any interest in the Agreement, Services or Deliverables, and/or any right or claim against **MICHAEL BAKER** with regard to the Agreement, Services or Deliverables.
21. **CONSTRUCTION/SEVERABILITY/SURVIVAL/COUNTERPARTS.** If this Agreement or any of its terms shall be reviewed, construed or brought into issue, the provisions shall be construed as if jointly prepared by the Parties. Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement. If any term or provision of this Agreement is adjudicated or determined to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby. Any provision of this Agreement which contemplates performance, rights or obligations extending beyond termination or completion of this Agreement or the Services shall survive such termination or completion and continue in effect. This Agreement (and any change order hereto) may be executed in counterparts, each of which shall be deemed to be an original, but together shall constitute one and the same instrument. Signatures obtained electronically or by facsimile, PDF and/or email shall be treated as valid for all purposes.
22. **DEBARMENT CERTIFICATION.** By entering into this Agreement, the Parties certify that to the best of their knowledge, they are not presently suspended, debarred or otherwise sanctioned by a state or the federal government, or conduct restricted business with sanctioned countries or sanctioned entities, which are listed by the United States Department of the Treasury, Office of

Foreign Asset Control or the United States Department of Commerce, Bureau of Industry and Security.

24. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter contained herein and supersedes all prior oral or written understandings and agreements related to the same. No modification or amendment to this Agreement shall be valid unless set forth in a writing signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed and delivered as of the Effective Date by their duly authorized representatives below.

MICHAEL BAKER INTERNATIONAL, INC.

By:  

[Signature]

[Printed Name & Title]

City of Statesboro

By: _____

[Signature]

[Printed Name & Title]

WITNESS:

CONTRACTOR LEGAL NAME



Michael Baker International, Inc

Recommended by: _____
Charles Penny, City Manager

APPROVED AS TO FORM:

I. Cain Smith, City Attorney

ATTEST:

CITY OF STATESBORO

By: _____
Leah Harden, City Clerk

By: _____
Jonathan McCollar, Mayor

EXHIBIT A
Scope of Services

MICHAEL BAKER agrees to furnish **CLIENT** with full services in connection with the Project, which include:

All services required to deliver the project per GDOT Plan Development Process and designed to GDOT standards, policies and requirements. Deliverables will include all necessary items to advertise the project to bid and Let to construction, as agreed upon between the client and Michael Baker in subsequent task orders.

Specific scope of services will be determined in each subsequent Task Orders to follow.

EXHIBIT B
Services Schedule

Full project schedule development is included in TO 1 deliverables and will be provided 6 months after Notice to Proceed (NTP) is received.

Specific durations and task order expiration will be determined in each subsequent task orders to follow.

EXHIBIT C
Compensation

This is the Master Services Agreement, which will over arch all subsequent Task Orders. Specific cost proposals will be determined in each subsequent Task Orders to follow.