



**December 5, 2023 9:00 am**

1. Call to Order by Mayor Jonathan McColiar
2. Invocation and Pledge of Allegiance by Councilmember Venus Mack
3. Recognitions/Public Presentations
  - A) Presentation of a Proclamation Commemorating the first introduction of the Equal Rights Amendment.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 11-21-2023 Work Session Minutes
    - b) 11-21-2023 Council Minutes
  - B) Consideration of a motion to approve surplus and disposition of vehicles in the Public Utilities Department.
6. Public Hearing for the City of Statesboro Comprehensive Plan Update.
7. Public Hearing and First Reading of **Ordinance 2023-20**: An Ordinance amending Chapter 10, Article I of the Statesboro Code of Ordinances.
8. Public Hearing and Consideration of a motion to approve application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13 (a):

Parkers #111  
2216 Northside Drive East  
Statesboro, Ga 30458  
License Type: Package Sales – Beer and Wine only
9. Second Reading and Consideration of a motion to approve **Ordinance 2023-19**: An Ordinance amending Chapter 66, Article V Collection Practices of the Statesboro Code of Ordinances in order to amend the text in Section 66-91 (c)(1).
10. Consideration of a motion to approve **Resolution 2023-50**: A Resolution to adopt the Fourth Amendment to the City of Statesboro Schedule of Fees, Rates, and Fines for Fiscal Year 2024.
11. Consideration of a motion to approve the amendment to the contract for Tyler Technologies Software in regards to iCloud storage.

12. Consideration of a motion to approve the purchase of a 2023 Ford Maverick from Woody Folsom Ford in the amount of \$33,420.00 for the Statesboro Fire Department. This purchase will be paid utilizing 2019 SPLOST funds.
13. Consideration of a motion to recess the regular meeting and enter into work session.
14. Other Business from City Council
15. City Managers Comments
16. Public Comments (General)
17. 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)
18. Consideration of a Motion to Adjourn

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

## Commemorating the First Introduction of the Equal Rights Amendment

- Whereas,** the “Equality of Rights under the law shall not be denied or abridged by the United States or by any state on account of sex” – Section 1 of the currently unpublished 28<sup>th</sup> Amendment of the US Constitution; and
- Whereas,** On December 10, 1923, the Equal Rights Amendment (ERA), written by Alice Paul and Crystal Eastman was introduced to Congress by Senator Curtis of Kansas. Three years after the ratification of the 19<sup>th</sup> Amendment that gave women the right to vote; and
- Whereas,** The National Women’s Party sponsored the bill and continued grassroots activism across the Country to advocate that it would one day become law; and
- Whereas,** Representative Martha Griffiths reintroduced the bill to Congress in 1971. Finally being approved by the US House of Representatives on October 12, 1971, and by the US Senate on March 22, 1972. Sending the ERA to the state legislatures for ratification; and
- Whereas,** by 1977, 35 of the 38 necessary States had ratified the amendment; and
- Whereas,** Nevada was the 36<sup>th</sup> State to ratify in 2017. Illinois followed in 2018 and finally Virginia in 2020. Bringing the total ratification to 38 States, the number provided by Article V of the US Constitution; and
- Whereas,** there are several organizations like National Organization for Women and others that continue the fight for ratification in the remaining 12 States, Georgia among them; and
- Whereas,** it has been 50 years since the ERA left Congress on the road to ratification. It has been 100 years since Alice Paul and the National Woman’s Party asserted that women should be equal with men; and
- Whereas,** under the leadership of President Triana Arnold James, Georgia National Organization for Women and its members will continue the effort to enshrine equality for women in our Constitution.

**Now Therefore I, Jonathan McCollar, Mayor of the City of Statesboro, acknowledges and commemorates the 10<sup>th</sup> day of December 2023, as the Annual Day of Recognition of the Introduction of the Equal Rights Amendment.**

---

Jonathan McCollar, Mayor



---

CITY OF STATESBORO  
WORK SESSION MINUTES  
NOVEMBER 21, 2023

---

Mayor & Council Work Session

50 East Main Street

3:00 PM

---

A Work Session of the Statesboro City Council was held on November 21, 2023 at 3:00 p.m. in the Council Chambers at City Hall, 50 East Main Street. Present was Mayor Pro Tem Shari Barr; Council Members: Phil Boyum, Paulette Chavers, Venus Mack, and John Riggs. Also present was City Clerk Leah Harden, City Attorney Cain Smith, City Manager Charles Penny, Assistant City Manager Jason Boyles and Public Information Officer Layne Phillips, and Assistant to City Manager Olympia Gaines. Absent was Mayor Jonathan McCollar

## **1. Quarterly Financial Representations:**

### **A. Year End 2023**

Finance Director Cindy West presented the fourth quarter financial report of Fiscal Year 2023. She reviewed revenues and expenditures in the General Fund, Statesboro Fire Service Fund, Water & Sewer, Stormwater, Natural Gas, Solid Waste Collection, and Solid Waste Disposal. Ms. West also reviewed the SPLOST and TSPLOST distributions for Fiscal Year 2022 and 2023 stating there was an uptick in these collections. Additionally Hotel/Motel revenues have increased in FY 2023 compared to the previous FY 2022.

### **B. First Quarter of FY 2024**

Finance Director Cindy West presented the first quarter report of Fiscal Year 2024 stated revenues are up due to interest however there is an increase in expenditures due to personnel. Ms. West reviewed the revenues and expenditures for each of the General Fund, Statesboro Fire Service Fund, Water & Sewer, Stormwater, Natural Gas, Solid Waste Collection, Solid Waste Disposal. SPLOST, TSPLOST, and Hotel Motel revenues are trending higher this quarter than in the previous year.

## **2. Creek on the Blue Mile Update**

### **A. Master Plan – Memorial Park**

James McNash with Freese & Nicholes gave an update on the Creek on the Blue Mile – Flood control project. He stated the activities taken place since the last update in April include, advance design activity for promenade, completed master planning process for memorial park, completed 30% conceptual reservoir design, private partner coordination meetings, and secured grant funding from GDOT and OPB.

Dan Fischer presented a map of the proposed Memorial Park Master Plan which is located on the corner of Fair Road and South Zetterower Avenue. Some of the main features in the proposed plan include a two level parking deck, amphitheater with a stage and interactive fountain, veteran's monument and plaza, pickleball courts, park pavilion with restrooms, and dedicated space for food trucks. Additionally, the storm drainage structure will be "daylighted" into a mini creek that will extend from Fair Road to South Zetterower Avenue curving behind the stage of the amphitheater.

At 3:42 pm Councilmember Phil Boyum joined the meeting.

James McNash came back to review the upcoming activities for the project which include, continuation of design activities, working through the process with the Georgia Department of Transportation, and continuing permitting efforts with the US Army Corps of Engineers. So far grant funding which has been secured, include GDOT Bridge \$6,480,000 ,no match, GDOT transportation alternatives program up to \$2,120,000, requiring 25% match and GA OPB up to \$1,650,000, requiring a 25% match, for a total of \$10,250,000. The estimated construction costs come in at \$28,607,107 minus the total in grants is \$18,358,107.

## **B. South Main Street Traffic Circle**

Keely Fennell with the Blue Mile Committee presented the South Main Street traffic circle project. Wanting to keep with the aesthetics of the Blue Mile Streetscape the Blue Mile Committee would like to put in a dry bed ground level fountain in the middle of the traffic circle. They will need to get approval from the Georgia Department of Transportation to move forward and ask that the Mayor sign a letter of support so they can begin the conversation. The fountain would be funded by private individuals.

## **3. Statesboro Comprehensive Plan – Coastal Regional Commission**

Megan Jones with CRC stated it is required to update the comprehensive plan every five years. Megan presented an overview of the comprehensive plan. It is a tool for promoting strong and healthy communities centered on a vision and a set of goals that express a desired future that is achievable within a timeframe. Initial project timeline includes 3 work sessions; session 1 public comment, data review and update, city vision and city goals, session 2 public comment, needs & opportunities and strengths, weaknesses, opportunity, threats analysis, and session 3, public comment, character areas, and community work program. After the work sessions we move to the final steps which include; CRC drafts each plan, stakeholder and city will review each section, CRC addresses comments from the reviews, final comprehensive plan packet is submitted to DCA, 40 day public review period, any additional public comments and comments from the DCA are incorporated, and then the city council adopts the updated plan.

## **4. Transit System Update**

Civil Engineer with the city Kiara Ahmed, presented a 6 month operational update of the Statesboro Area Transit system. Currently there are 39 stops total, 20 stops for the blue route and 19 for the red route. There are five shelters, one at the transfer for both routes, three are on the Blue Route and one on the Red Route. We launched a google maps feature which lets you search the blue and red routes showing the best way to get to where you need to go and the time it will take. We are currently waiting on GDOT's "Let's Ride" program, which will help us extend services and take electronic payments. Ridership is on the rise, weekly ridership is pretty consistent with Friday being a little bit more popular and the blue route getting the most ridership. Looking at the FY 25 budget, we are trying to expand to an 8 bus system, which would be 2 additional buses per route, 4 buses per route total. This will require a local match of \$436,000 that leaves about \$160,000 for improvements paid from 2023 TSPLOST funds. Program improvements include adding bus shelters at popular or requested stops and hopefully installing them by FY 25. Also looking into adding additional stops with the additional buses or improve route efficiency in the future. We have had bus stop/shelter requests, along with 12 complaints we are working on resolving.

## **5. Village Builders Program**

LaSara Mitchell, Program Coordinator for Statesboro Village Builders stated the goal of Village Builders is to enhance the lives of youth across Bulloch County by providing access to substantial mentoring relationships and strengthening youth resilience. Village Builders initiative was restructured to have five different components; childhood literacy, workforce development, financial literacy, community health acquisition and purposeful relationship. All components are activated and running great, the purposeful relationship component will be launched early 2024. Multiple programs were launched this year including Statesboro youth council, Leading by Reading, Youth Connect Summer Program, and Family Fun Resource Days. We have already activated the application for our mentor recruitment plan, and some have

been sent out to active public spaces, through social media as well as through traditional ways, as well as sent out emails for applicants to apply. The applicants will then go through a screening process and on to mentor & mentee training. We are seeking alternative partnerships for the purpose of providing a safe space for both parties, once 25 applicants have successfully completed the screening process which includes a background investigation, training will begin. Meet a mentor day will be scheduled, which will officially launch the community program, the tentative launch month is February 2024.

## **6. Burkhalter Transportation Discussion**

City Manager Charles Penny stated on the regular agenda there are 3 items related to some purposed developments on Burkhalter. The developer is asking that those items be tabled for a month. However, the conversation about Burkhalter is very timely.

Assistant City Manager Jason Boyles showed an aerial view of Burkhalter Rd. highlighting Cawana Rd intersection as well as the Hwy 67 intersection. The proposed development will add significant traffic to an existing county road. Staff recommends annexing the roadway as well, but will need the county to be a partner as well as working with GDOT and GA Power and look how we are using TSPLOST. Staff will do some research and come back to council after Christmas.

At 4:43pm Councilmember Venus Mack joined the meeting.

## **7. Animal Control**

City Attorney Cain Smith stated the IGA regarding provision of animal control services with the County is outdated. A revised IGA is currently being negotiated in order to streamline prosecution of animal control violations in the Magistrate Court of Bulloch County. In order for the IGA to move forward it would be required to revise the City animal control ordinance to incorporate the provisions of the Bulloch County animal control ordinance. Direction was given to move forward with the revision and present it for the first reading at the Dec 5<sup>th</sup> meeting.

## **8. Commercial Development Report**

Planning and Development Director Kathy Field reviewed the larger commercial projects undergoing construction at this time. Parrish St Warehouse Phase 2, Parkers Kitchen #1, Tidal Wave carwash, Parkers Kitchen #2, Jim & Nicks, Texas Roadhouse, Parkers Kitchen #3 and Monster Storage. The TAD District has 2 developments coming Huey Magoo's and Chic Fil A. With the new construction alterations, new commercial buildings, TAD district new construction, TAD district construction alterations it comes to a total of 48 permits issued with a construction valuation of \$61,536,585.

The meeting was adjourned at 4:56 pm.

---

Jonathan McCollar, Mayor

---

Leah Harden, City Clerk



CITY OF STATESBORO  
COUNCIL MINUTES  
NOVEMBER 21, 2023

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

**1. Call to Order**

Mayor Pro Tem Shari Barr called the meeting to order

**2. Invocation and Pledge**

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

**ATTENDANCE**

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

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

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

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

**A) Approval of Minutes**

a) 11-07-2023 Council Minutes

b) 11-07-2023 Executive Session Minutes

**B) Consideration of a motion to approve the surplus and disposition of a 2003 Ford F150 in the Planning and Development Department.**

A motion was made to approve the consent agenda.

**RESULT:**

Approved (Unanimous)

**MOVER:**

Councilmember John Riggs

**SECONDER:**

Councilmember Venus Mack

**AYES:**

Boyum, Chavers, Mack, Riggs, Barr

**ABSENT**

**5. Public Hearing and Consideration of a motion to approve: APPLICATION SUB 23-09-04: Mitchell Ball requests Preliminary Subdivision Plat approval on approximately 32.6 acres of property in order to develop a single-family detached subdivision of approximately 90 units on Timber Road & Stockyard Road (Tax Parcel # MS38000068 001).**

A Motion was made to open the public hearing.

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

Haydon Rollins with Hussey Gay Bell representing the applicant spoke in favor of the request.  
No one spoke against the request.

A Motion was made to close the public hearing.

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

A Motion was made to approve APPLICATION SUB 23-09-04: Mitchell Ball requests Preliminary Subdivision Plat approval on approximately 32.6 acres of property in order to develop a single-family detached subdivision of approximately 90 units on Timber Road & Stockyard Road (Tax Parcel # MS38000068 001) with staff conditions as with the additional condition that a traffic study be completed before any city permits are issued.

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

**6. Public Hearing and Consideration of a Motion to Approve:**

- a) **APPLICATION AN 23-09-05:** Five Guys Development requests Annexation of 0.78 acres of property located at Burkhalter Road in order to provide contiguity for a Residential Subdivision (Tax Parcel # 108 000001 000)
- b) **APPLICATION AN 23-09-06:** Five Guys Development requests Annexation of approximately 113.4 acres of property located at 6922 Burkhalter Road in order to construct a mixed single-family detached and townhouse subdivision (Tax Parcel # 108 000002 000).
- c) **APPLICATION RZ 23-09-07:** Five Guys Development requests a Zoning Map Amendment from the R-40 (Single-Family Residential) zoning district to the R-2 (Townhouse Residential) zoning district of approximately 113.4 acres of property in order to construct a 335 unit mixed single-family detached and townhouse subdivision at 6922 Burkhalter Road (Tax Parcel # 108 000002 000).

The applicant requests to have this item tabled until January 2024.

A motion was made to table this item until the January 16, 2024 Council Meeting.

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

**7. Public Hearing and Consideration of a Motion to Approve:**

- a) **APPLICATION AN 23-10-01:** Hadden Capital LLC requests Annexation of 13.43 acres of property in order to construct a townhome subdivision on Langston Chapel Road (Tax Parcel # MS76000010 000).
- b) **APPLICATION RZ 23-10-02:** Hadden Capital LLC requests a Zoning Map Amendment from the R-40 (Single-Family Residential) zoning district to the R-2 (Townhouse Residential) zoning district on 13.43 acres of property in order to construct a townhome subdivision on Langston Chapel Road (Tax Parcel # MS76000010 000).

A motion was made to open the public hearing.

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

Local Attorney Steve Rushing representing the applicant spoke in favor of the request.  
No one spoke against the request.

A Motion was made to close the public hearing.

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

A Motion was made to approve **APPLICATION AN 23-10-01**: Hadden Capital LLC requests Annexation of 13.43 acres of property in order to construct a townhome subdivision on Langston Chapel Road (Tax Parcel # MS76000010 000) and **APPLICATION RZ 23-10-02**: Hadden Capital LLC requests a Zoning Map Amendment from the R-40 (Single-Family Residential) zoning district to the R-2 (Townhouse Residential) zoning district on 13.43 acres of property in order to construct a townhome subdivision on Langston Chapel Road (Tax Parcel # MS76000010 000).

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

**8. Public Hearing and Consideration of a Motion to Approve: APPLICATION SUB 23-10-03: Burbank Point LLC request a Preliminary Subdivision PLAT on 1.21 acres of property located on Hill Street (Tax Parcel# S39 000043 000).**

A motion was made to open the public hearing.

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

Haydon Rollins with Hussey Gay Bell representing the applicant spoke in favor of the request.  
No one spoke against the request.

A Motion was made to close the public hearing.

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

A Motion was made to approve **APPLICATION SUB 23-10-03**: Burbank Point LLC request a Preliminary Subdivision PLAT on 1.21 acres of property located on Hill Street (Tax Parcel# S39 000043 000).

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

**9. Public Hearing and First Reading of Ordinance 2023-19: An Ordinance amending Chapter 66 Solid Waste, Article V Collection Practices of the Statesboro Code of Ordinances in order to amend the text in Section 66-91 (c) (1).**

A motion was made to open the public hearing.

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

Marcus Toole spoke against the revision.  
Sue Palmer and Don Armel spoke in favor of the revision.

A Motion was made to close the public hearing.

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

A Motion was made to approve the First Reading of **Ordinance 2023-19**: An Ordinance amending Chapter 66 Solid Waste, Article V Collection Practices of the Statesboro Code of Ordinances in order to amend the text in Section 66-91 (c) (1).

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

**10. Second reading and consideration of a motion to approve Ordinance 2023-17: An Ordinance amending Chapter 6 Section 6-5 (f) and (r) of the Statesboro Code of Ordinances to allow for consideration of application prior to having a certificate of occupancy and waiving background requirements for certain applicants.**

A motion was made to approve **Ordinance 2023-17**: An Ordinance amending Chapter 6 Section 6-5 (f) and (r) of the Statesboro Code of Ordinances to allow for consideration of application prior to having a certificate of occupancy and waiving background requirements for certain applicants.

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

**11. Second reading and consideration of a motion to approve Ordinance 2023-18: An Ordinance amending Chapter 82 Article IV of the Statesboro Code of Ordinance creating a sewer lateral assistance program.**

A motion was made to approve Ordinance 2023-18: An Ordinance amending Chapter 82 Article IV of the Statesboro Code of Ordinance creating a sewer lateral assistance program.

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

**12. Consideration of a Motion to Approve: Resolution 2023-46: A Resolution adopting the third amendment to the City of Statesboro Schedule of Fees, Rates, and Fines for Fiscal Year 2024.**

A motion was made to approve Resolution 2023-46: A Resolution adopting the third amendment to the City of Statesboro Schedule of Fees, Rates, and Fines for Fiscal Year 2024.

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

**13. Consideration of a motion to approve Resolution 2023-47: A Resolution of the Mayor and Council of the City of Statesboro, Georgia to rename Brown Street to Loretta's Way.**

A motion was made to approve Resolution 2023-47: A Resolution of the Mayor and Council of the City of Statesboro, Georgia to rename Brown Street to Loretta's Way.

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

**14. Consideration of a motion to approve Resolution 2023-48: A Resolution approving the City of Statesboro's proposed FY2024 Street Resurfacing Program, and authorizing the Mayor to execute the GDOT Local Maintenance Improvement Grant (LMIG) Application. Grant matching funds will be provided from 2018 TSPLOST Funds.**

A motion was made to approve Resolution 2023-48: A Resolution approving the City of Statesboro's proposed FY2024 Street Resurfacing Program, and authorizing the Mayor to execute the GDOT Local Maintenance Improvement Grant (LMIG) Application. Grant matching funds will be provided from 2018 TSPLOST Funds.

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

**15. Consideration of a motion to amend the contract with American Engineers, Inc. (AEI) to perform engineering services for the East Main Street Sidewalk project in the amount of \$38,090.38. This project is paid from the 2018 TSPLOST Fund.**

A motion was made to approve the amendment to the contract with American Engineers, Inc. (AEI) to perform engineering services for the East Main Street Sidewalk project in the amount of \$38,090.38. This project is paid from the 2018 TSPLOST Fund.

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

**16. Consideration of a motion to award a contract in the amount of \$235,502.50 to Tim Lanier Construction, LLC for the Brannen Street Sidewalk Improvements project. This project will be paid by 2018 TSPLOST funds.**

A motion was made to approve an award of contract in the amount of \$235,502.50 to Tim Lanier Construction, LLC for the Brannen Street Sidewalk Improvements project. This project will be paid by 2018 TSPLOST funds.

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

## **17. Other Business from City Council**

Councilmember Paulette Chavers wishes everyone a Happy Thanksgiving.

Councilmember Venus Mack stated this past weekend downtown streets were closed for the Turkey Trot 5K. Complaints were received from local business owners because they were not notified of street closure. The same thing happened last year for the Turkey Trot. Councilmember Mack requests staff to work on making sure the businesses downtown are notified when streets will be closed for an event so they can prepare accordingly.

City Manager Charles Penny stated there is a process for street closures and that staff will look into the process and report back with an update and recommendation.

Councilmember Phil Boyum stated in some communities they have three or four certified routes to choose from for 5K events and requested staff look into setting something like that up for the city.

Mayor Pro Tem Shari Barr wishes everyone a Happy Thanksgiving.

Councilmember Phil Boyum stated with all the development in this area we really need to figure out a way to increase the working relationship with the county.

Mr. Penny stated we will put in a request with the county to meet with them sometime in January.

Mayor Pro Tem Shari Barr announced the Statesboro Farmers Market is having their last event of the season “Shop by Lantern” this evening from 6pm-9pm. Also the City’s toy drive began today. The last day to drop toys off is December 8<sup>th</sup>.

## **18. City Managers Comments**

City Manager Charles Penny stated the City’s United Way campaign raised \$37,498. Also, the city received a letter from the Department of Community Affairs informing the city that the Norris Hotel located at 9 Hill Street has been placed on the National Register of Historic Places.

Mr. Penny congratulated the Downtown Development Authority for receiving the Georgia’s Exceptional Main Street (GEMS) re-designation from the Georgia Department of Community Affairs.

## **19. Public Comments (General):**

Annie Bellinger stated the city needs to look into getting more low income housing in the city. She also stated there are issues with homelessness on the west side of town.

Sue Palmer thanked council for listening and taking her concerns about trash cans on the road seriously and working to make a change for a more beautiful city.

Len Fatica thanked council for all they do for the youth in our community and stated the only issue is they are unable to get involved in the electoral process to have a seat on city council until the age of 25. Mr. Fatica asked council to consider reducing the eligible age to at least 21.

Marcus Toole commended City Manager Charles Penny and City Staff for bringing up the issue of Burkhalter Road and being forward thinking regarding issue if transportation infrastructure.

**20. 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.

**21. Consideration of a Motion to Adjourn**

A motion was made to adjourn.

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

The meeting was adjourned at 6:47 pm.

---

Jonathan McCollar, Mayor

---

Leah Harden, City Clerk

# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** Mr. Jason Boyles  
Assistant City Manager

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

**Date:** 11-28-2023

**RE:** Surplus and Disposition of Assets

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

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

- a) 2013 Ford F150 (1ftmf1cm7dkd83868)
- b) 2013 Ford F150 (1ftmf1cm5dkd83870)
- c) 2012 Ford F150 (1fffx1cm5dkd83870)

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

**Budget Impact:** Small increase from sale of items.

**Council Person and District:** N/A

**Attachments:** None

**Georgia Municipal Association City of Excellence**

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

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

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

**Date:** November 28, 2023

**RE:** December 5, 2023 City Council Agenda Items

**Policy Issue:** *Public Hearing and Kickoff for City Comprehensive Plan Update*

**Background:** At the November 21, 2023 City Council Work Session, the Coastal Regional Commission presented the general process for a Comprehensive Master Plan Update. This Public hearing will formally begin the process of update and announce December 6, 2023 as the first date of public feedback for the process.

**Budget Impact:** None

**Council Person and District:** All

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Cain Smith, City Attorney

**Date:** December 5, 2023

**RE:** November 28, 2023 City Council Agenda Items

**Policy Issue:** Consideration of resolution amending Chapter 10, Article I Animal Control

**Recommendation:** Approve

**Background:** Bulloch County handles animal control in the City under SDS. City and County are working on an animal control IGA to replace the outdated one in place since 2007. In order to streamline prosecution of violations in Magistrate Court it is necessary for City and County to have substantially similar animal control ordinances.

**Budget Impact:** None

**Council Person and District:** All

**Attachments:** Proposed Amendment

## **ORDINANCE 2023-20:**

### **ARTICLE I. - IN GENERAL**

#### **Sec. 10-1. - Dangerous dogs.**

This article shall incorporate completely O.C.G.A. title 4, chapter 8, article 2 related to dangerous dog control.

#### **Sec. 10-2. - Keeping hogs.**

It shall be unlawful for any person to keep hogs within the corporate limits of the city.

#### **Sec. 10-3. - Operating pens for sale of cattle, sheep, hogs or goats.**

It shall be unlawful for any person to operate within the corporate limits of the city any stock pen for the sale of cattle, sheep, hogs and goats.

#### **Sec. 10-4. - Livestock and fowl running at large prohibited.**

(a)Livestock running at large prohibited. It shall be unlawful for any hogs, cattle, horses, mules, goats, sheep or other livestock to run loose or at large on the streets, commons or unenclosed places within the corporate limits of the city.

(b)Impoundment of livestock; redemption by owner. All livestock found on the streets, commons or unenclosed lots within the corporate limits of the city in violation of subsection (a) of this section shall be impounded by any police officer of the city, or by any person specially authorized by the mayor and council. Stock so impounded shall be delivered to the owner, if demanded by him, upon payment by the owner to the official in charge of the pound of all proper costs of impounding.

(c)Fowl running at large. No owner or keeper of any fowl within the corporate limits of the city shall permit such fowl to roam at large on the enclosed premises of another, or on any streets, public places or vacant lots in the city, and the police are hereby authorized and empowered to seize such fowl whenever they be found in the city and impound such fowl and dispose of them under the same rules and regulations as impounded cattle and hogs in the city are disposed of, provided that the party molested notify the owner or keeper of such molesting fowl either in writing or through the chief of police.

#### **Sec. 10-5. - Riding or driving horse in unsafe manner.**

Any person who shall drive or ride a horse at a fast and reckless pace on the streets of the city shall be guilty of disorderly conduct.

#### **Sec. 10-6. - City designated bird sanctuary.**

The entire area embraced within the corporate limits of the city is hereby designated as a bird sanctuary.

**Sec. 10-7. - Hunting, shooting or molesting birds.**

It shall be unlawful to trap, hunt, shoot or attempt to shoot or molest in any manner any bird or wild fowl, or to rob bird nests or wild fowl nests; provided, however, that if starlings or similar birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance or a menace to health or property in the opinion of the proper health authorities of the city, then the health authorities shall meet with the mayor and city council and with representatives of the Audubon Society, Bird Club, Garden Club, Humane Society or similar interested civic organizations, after having given at least three days' actual notice of the time and place of the meeting to the representatives of such clubs. If, as a result of the meeting, no satisfactory alternative is found to abate such nuisance, the birds may be destroyed in such numbers and in such a manner as is deemed advisable by the health authorities, under the supervision of the chief of police.

**Sec. 10-8. - Proof of vaccination, enforcement; penalties for violation.**

- (a) Every domesticated dog and cat living with its owner in the city shall be vaccinated for rabies and the owner must retain proof of such vaccination.
- (b) On demand by the rabies control officer, dog control officer or any other recognized law enforcement officer within the city, the owner of such animal shall produce proof of current vaccination to such officer.
- (c) Failure to produce valid documentation shall be considered a violation of this article, amenable to the process of the magistrate court of the county, and shall subject the owner to a fine not to exceed \$1,000.00 per violation.

**Sec. 10-9. - Domestic and caged wild animals as a nuisance.**

- (a) Every owner of a domesticated animal or caged wild animal shall have a duty to keep their animal safely within their control in order to prevent such animal from being a nuisance to anyone coming into contact with the animal.
- (b) An animal shall be considered a nuisance if it: (1) Creates dangerous conditions by exhibiting threatening behavior to people; (2) Directly attacks, injures or kills other domesticated animals outside the premises of its owner; (3) Chases vehicles or creates unsafe conditions for drivers; or (4) Causes substantial property damage to the property of another.

This list is not exhaustive, but is designed to address the primary purpose of this section.

- (c) The police department, the dog control officer or other designated official shall respond to calls of nuisance animals. If in the officer's professional opinion, the animal constitutes a public nuisance the officer may issue a warning citation to the owner or seize the animal if the totality of the circumstances warrant such action. Failure by the owner to reasonably abate such nuisance shall subject the owner to a fine not to exceed \$1,000.00.

**Sec. 10-10. - Dog control officer.**

(a) Pursuant to O.C.G.A. § 4-8-22, Bulloch County shall designate a dog control officer to enforce the laws of the state and this article as they relate to dangerous dogs and other animals.

(b) The sheriff's office, police department, the dog control officer or other designated officers shall respond to reports from anyone of a dog biting a human and shall be empowered to immediately take custody of the dog if the owner cannot provide for the confinement of the dog to ensure it does not have access to the general public.

(c) The sheriff's office, the police department, the dog control officer or other designated officers may immediately take custody of the dog for observation purposes if in the officer's professional opinion the dog poses an immediate or potential threat to the health and safety of any human.

**Sec. 10-11. - Number of dogs permitted to be kept.**

No person shall be permitted to keep, possess or have more than three dogs within the city limits within 300 yards of the residence of the owner or any other citizen of the city.

**Sec. 10-12. - Running at large prohibited.**

It shall be unlawful for dogs to run at large in the city, and all owners, harborers and keepers of dogs are hereby required to keep dogs in a safe enclosure to prevent their running at large.

**Sec. 10-13. - Protection of sanitation workers.**

A dog owner is required to place his garbage containers at a location on his premises which is not in an enclosure containing dogs, so that employees of the city sanitation department will not be subject to attack by the owner's dog.

**Sec. 10-14. - Muzzling of dangerous dogs.**

All dogs shall be muzzled by their owners if considered dangerous to others, or be securely confined by their owners upon their premises. Upon failure to comply with this section, it shall be the duty of the city to investigate and take up any and all dogs belonging to any and all persons violating this section, and report the matter to the mayor.

**Sec. 10-15. - Noisy dogs.**

It shall be unlawful to keep within the city dogs which bark continuously or with such regularity so as to disturb the peace and tranquility of the people of the city.

**Sec. 10-16. - Payment of license tax by dealers in dogs.**

No person shall be permitted to buy, sell, distribute or otherwise deal in dogs within the limits of the city without first paying the annual special tax prescribed in the city schedule of license taxes for the privilege of conducting the business, the tax to be for the calendar year beginning January 1 and ending December 31 and to be payable in advance on January 1 of each year or on the day the person begins to engage in the business.

**Sec. 10-17. - Humane treatment; care of animals.**

(a) Except to the extent otherwise provided in this chapter, no person, except the animal owner, a person authorized by the owner, a licensed veterinarian or an employee, agent or a person acting pursuant to any privilege or authority granted pursuant to federal, state or local law, ordinance, rule or regulation shall kill any domestic animal within the city. No person shall intentionally kill any animal in any manner or by any method or means which is inhumane or which causes the animal unnecessary pain or suffering under the circumstances.

(b) No person shall maim any animal without justification and necessity or cause any animal to suffer any cruel treatment, to be subjected to any unnecessary pain or suffering, to suffer any unnecessary fright or to otherwise be subjected to any inhumane treatment. Customary and reasonable training methods for working and sporting and hunting animals shall not be considered inhumane treatment.

(c) No person shall release or abandon any animal, either alive or dead, upon any public property or upon the property of any other person.

(d) No person shall knowingly by neglect, omission or act allow any domestic animal to endure unnecessary pain or suffering or aid or assist in the causation of any unnecessary pain, suffering or injury by any animal.

(e) No person shall by neglect, omission or act leave exposed any poisonous or toxic liquid or substance in any manner that any domestic animal may come in contact.

#### **Sec. 10-18. Care of animals and birds.**

No owner or custodian of any animal or bird shall fail to provide the animal or bird with:

- (1) Humane care;
- (2) Adequate food and water;
- (3) Adequate sanitary shelter which has adequate ventilation; or
- (4) Adequate shelter from inclement weather, including extreme heat.

#### **Sec. 10-19. Tethering.**

(a) The preferred form of tethering a dog outdoors is to tether a dog with a trolley system.

Single-point tethering in which a dog is affixed to a stationary object by a tether is prohibited, unless the dog control officer determines in his discretion and in consultation with the animal services director that single-point tethering is a safe option due to insufficient property or other limiting conditions.

(b) It shall be unlawful to tether a dog outdoors except when all the following conditions are met:

- (1) The dog is at least six months of age.
- (2) The dog is not sick or injured.
- (3) The dog is spayed or neutered.
- (4) The dog has not been classified dangerous or vicious.
- (5) The dog must be visible to the owner from his or her residence.

- (6) The dog must be tethered with a trolley system, unless an exception is granted pursuant to section 10-19(a) The trolley system must be at least ten feet in length and mounted no more than seven feet above ground level.
- (7) The tether must be at least 15 feet in length or five times the length of the dog, whichever is greater.
- (8) Only one dog may be attached to each trolley system.
- (9) Each tethered animal must have access to its own shelter, adequate food, and shade separate from other animals. Access to clean water is mandatory 100% of the time the animal is tethered.
- (10) The tether shall be connected to the dog by a collar that is not a pinch or pronged collar, of sufficient size and tightness with enough room between the collar and the animal's throat through which two fingers may fit, and that shall adequately restrain the dog without embedding the collar in the dog's neck or impairing the dog's ability to breathe.
- (11) The animal is not outside during extreme weather, including, but not limited to, extreme heat or near freezing temperatures, or storms; nor during any declared weather advisories, warnings, or emergencies.
- (12) The dog shall not be tethered in any area where the tether can become entangled on the dog or some other object; or where the dog can reach fences or other animals or objects; or where the dog could extend itself over an object or an edge that could result in injury or strangulation.
- (13) The tether shall provide a dog with the ability to defecate or urinate in an area separate from the area where it must eat, drink, or lie down.
- (14) Tethers must be made of a substance which cannot be chewed by the dog, shall not weigh more than 1/8 of the body weight of the dog, and shall have a swivel on each end.
- (15) Cables and devices used must be adequately matched to the strength and size of the dog to prevent breaking. The tether should have a swivel clasp on each end.
- (16) No animal shall be fitted with weights of any kind at any time.

**Sec. 10-20. - Hopelessly disabled animals.**

Notwithstanding any other provision of this article licensed veterinarians, state and local law enforcement officers or those authorized by the county to administer and enforce the provisions of this article, and all federal, state and local governmental employees while acting within the scope of their authority are empowered to induce the death of any hopelessly disabled animal by appropriate humane methods, preferably by means of euthanasia. Such officer shall be held harmless for such actions as they relate to humane destruction of any animal.

**Sec. 10-21. - Disposal of dead animals.**

(a) All dead animals shall be disposed of within 12 hours of the death by the owner, agent or custodian in accordance with requirement of Georgia law and in accordance with any rules and regulations of the commissioner of agriculture, including, but not limited to: (1) Delivery of the deceased animal to a livestock dealer, livestock market operator, meat processing plant or rendering plant with the consent of the recipient; (2) Burial of the dead animal in a sanitary manner upon premises of the owner or custodian

or a third party with the prior expressed consent of the same to a sufficient depth and degree so as to prevent the exposure to scavengers with such burial to be to a level of at least three feet below ground level and with not less than three feet of compacted earth over the animal; or(3)Delivery to the facility of the county maintained for such purposes with payment of all required fees.

(b)No person in possession or responsible of such animal carcass shall abandon the same upon any public street, any public property or any property of any other person without expressed consent.

#### **Sec 10-22. - Exceptions.**

Notwithstanding any other provision, the provisions of this article shall not apply to:

(1)The eradication or control of rats, mice gophers, moles, other rodent pests, coyotes, beaver, poisonous snakes and insects and other animals and birds which have been determined by appropriate governmental officials to constitute nuisances.

(2)The medical, research and educational activities of legitimate medical, research and educational institutions and agencies and the employees, agents and servants of the same while acting within the scope of their employment.

(3)Activities of the holder of a valid hunting or fishing license in compliance with the federal and state game and fish laws.

(4)Employees of federal, state and local governmental entities, agencies and instrumentalities while acting within the scope of their employment.

#### **Sec. 10-23. - Forfeiture of animals for repeated violations.**

An animal seized pursuant to the provisions of this chapter for the same violation of this article on two or more occasions during any 24-month period of time shall be conclusively deemed to have been abandoned and forfeited by the owner. Following seizure for the 2nd such violation within any 24-month period, any animal not destroyed pursuant to the provisions of this article may be delivered to the Statesboro/Bulloch Animal Shelter or other appropriate agency.

#### **Sec. 10-24. - Forfeiture for inhumane treatment.**

(a)The owner of an animal seized pursuant to this article, or for violation of O.C.G.A. § 16-12-4, O.C.G.A. § 4-11-10 or any other statute, law or ordinance requiring humane treatment of animals, who shall plead guilty or nolo contendere to any such offense or who shall be found guilty of such offense shall be conclusively deemed to have abandoned and forfeited the animal. The animal thereafter may be delivered to the Statesboro/Bulloch Animal Shelter or other appropriate agency pursuant to the provisions of this article.

(b)The failure of the owner or custodian of any animal which has been seized pursuant to the provisions of this article to strictly comply with any condition, limitation, prohibition or restriction imposed with respect to the animal by the court pursuant to the provisions of this article shall be conclusively deemed to effectuate the abandonment and forfeiture of the animal by the owner or any custodian and the animal shall be seized and thereafter may be delivered to the Statesboro/Bulloch Animal Shelter or other appropriate agency pursuant to the provisions of this article.

# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** City Manager Charles Penny & City Clerk Leah Harden

**From:** Tax Department

**Date:** 11/28/2023

**RE:** Parker's #111

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

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

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

**Budget Impact:** None

**Council Person & District:** Phil Boyum, District 1

**Attachments:** Application & Department Approvals

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

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

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

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

Date application was received by tax/license office: \_\_\_\_\_

1. Business Trade Name: Parker's #111  
D/B/A Name \_\_\_\_\_

2. Applicant's Name: Gregory M. Parker, Inc.  
Name of partnership, llc, corporation, or individual \_\_\_\_\_

3. Business Physical Address: 2216 Northside Drive East, Statesboro, GA 30458  
\_\_\_\_\_

4. Business mailing address: 171 Crossroads Parkway, Savannah, GA 31407  
\_\_\_\_\_

5. Local business phone number: \_\_\_\_\_

Corporate office phone number: 912-231-1001

6. Name of Manager: Rashad D. Keel  
Person responsible for alcohol licensing issues \_\_\_\_\_

7. Phone number for manager: [REDACTED]

8. Email address for manager: [REDACTED]

9. Address of manager: 171 Crossroads Parkway, Savannah, GA 31407

10. Purpose of application is:

New Business X New Owner \_\_\_\_\_

Previous owner's name: \_\_\_\_\_

If the business name has changed, list previous name: \_\_\_\_\_

If the business address has changed, list the previous address: \_\_\_\_\_

\_\_\_\_\_

11. Indicate where the business will be located:

\_\_\_\_\_ Above ground

X  Street or ground floor level

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

12. Type of Business: \_\_\_\_\_ Individual  X  Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ LLC

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

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

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

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

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

Name & address of partnership, LLC, or LLP: \_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

**15. Members of LLC and/or partners: N/A**

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Has each member/partner completed a financial affidavit to attach to this application? \_\_\_\_\_

(Attach additional pages if necessary)

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

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

Name of Corporation: Gregory M. Parker, Inc.

Home Office address: 171 Crossroads Parkway, Savannah, GA 31407

\_\_\_\_\_

Mailing address (if different): \_\_\_\_\_

Date & Place of incorporation: 10/18/1988 Georgia

Do you have a shareholders agreement?: No

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

\_\_\_\_\_

**17. Officers:**

Full Legal Name: Gregory M. Parker Phone #: [REDACTED]

Home address: [REDACTED]

Percentage of stock owned: 100% Office held: Owner/CEO

Full Legal Name: Brandon Hofmann Phone #: [REDACTED]

Home address: [REDACTED]

Percentage of stock owned: 0% Office held: President

Full Legal Name: Keith Saltzman Phone #: [REDACTED]

Home address: [REDACTED]

Percentage of stock owned: 0% Office held: Treasurer

**\*\*Attach additional pages if necessary\*\*** See attached Exhibit "A"

**18. Stockholders: (if different than officer names)** See attached Exhibit "A"

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home address: \_\_\_\_\_

Percentage of stock owned: \_\_\_\_\_ Office held: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home address: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Home address: \_\_\_\_\_

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

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

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

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Previous address:** \_\_\_\_\_

**Dates lived there:** \_\_\_\_\_

**Previous address:** \_\_\_\_\_

**Dates lived there:** \_\_\_\_\_

**Previous address:** \_\_\_\_\_

**Dates lived there:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Previous address:** \_\_\_\_\_

**Dates lived there:** \_\_\_\_\_

**Previous address:** \_\_\_\_\_

**Dates lived there:** \_\_\_\_\_

**Previous address:** \_\_\_\_\_

**Dates lived there:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Previous address:** \_\_\_\_\_

**Dates lived there:** \_\_\_\_\_

**Previous address:** \_\_\_\_\_

**Dates lived there:** \_\_\_\_\_

**Previous address:** \_\_\_\_\_

**Dates lived there:** \_\_\_\_\_

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

Land Owner: Drayton-Parker Companies, LLC - 171 Crossroads Parkway, Savannah, GA 31407

Building Owner: Gregory M. Parker, Inc. - 171 Crossroads Parkway, Savannah, GA 31407

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

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

Land Owner: Drayton-Parker Companies, LLC - 171 Crossroads Parkway, Savannah, GA 31407

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

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

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

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

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

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

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

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

25. Is there anyone connected with this business who holds another alcohol license in any retail category or any license under any wholesale category? Yes

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

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

No

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

27. Is there anyone connected with this business that has been convicted within 5 years immediately prior to the filing of this application of the violation of any state, federal, or local ordinance pertaining to the manufacture, possession, transportation or sale of malt beverages, wine, or intoxicating liquors, or the taxability there of a crime involving moral turpitude or of a crime involving soliciting for prostitution, pandering, gambling, letting premises for prostitution, keeping a disorderly place, the traffic offense of hit and run or leaving the scene of an accident or any misdemeanor serious traffic offense? No  
If yes, please provide details on a separate sheet of paper.
28. Is there anyone connected with this business that has been convicted for selling alcohol to an under-age person within the last 3 year period? No  
If yes, please provide details on a separate sheet of paper.
29. Is there anyone connected with this business that is an official or public employee of the City of Statesboro, any State or Federal agency, or whose duties include the regulation or policing of alcoholic beverages or licenses, or any tax collecting activity? No  
If yes, please provide details on a separate sheet of paper.
30. Have you or the applicant had any vehicles, trailers, or property belonging to you or the company in which you or any of such persons have or had an interest in ever been seized, condemned or forfeited as contraband by the State of Georgia or the United States for the reason the same was being used or intended for the use in criminal activities? No  
If yes, please provide details on a separate sheet of paper.
31. Will live nude performances or adult entertainment be a part of this business operation? No  
If yes, the City of Statesboro Ordinance 6-164 prohibits alcohol in an establishment having adult entertainment.

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

Rashad D. Keel

Print full name as signed below

*Rashad D. Keel*

Regional Manager

Title

10/10/23

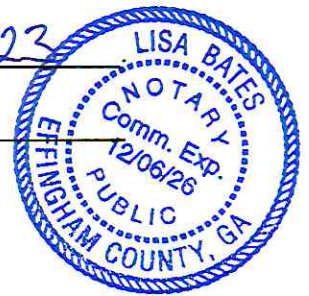
Date

Signature of applicant

Sworn and subscribed before me this 10<sup>TH</sup> day of October, 2023

*Lisa Bates*  
Notary Public

12/06/23  
My commission expires



# City of Statesboro

## Calculation of Basic License Fee

For Calendar Year: 2023

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

Total Due: \$ 2050.00

- 240.00

1810.00

*paid*  
*Due*

**Parkers #111**  
**2216 Northside Dr East**  
**Statesboro, Ga 30458**

*Please enter your recommendations and comments with your full name.*

**Alcohol License Review**

<b>Department</b>	<b>Full Name</b>	<b>Recommendation</b>	<b>Comments</b>
<b>Planning &amp; Development</b>	Jermaine Foster	Approved	11-07-2023
<b>Fire Department</b>	Andrew Cheney	Approved	
<b>Police Department</b>	Jared Akins	Approved	
<b>Legal</b>	Cain Smith	Approved	

# CITY OF STATESBORO

## COUNCIL

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



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

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

**To:** Jason Boyles, Assistant City Manager and Leah Harden, City Clerk

**From:** Olympia Gaines, Assistant to the City Manager

**Date:** November 28, 2023

**Re:** December 5, 2023 City Council Agenda Items

**Policy Issue:** Second Reading and Consideration of an Amendment to Chapter 66, Article V Collection Practices of the Statesboro Code of Ordinances in order to amend the text in Section 66-91 (c) (1).

**Recommendation:** N/A

**Background:** This item was advanced to a second reading by Mayor and Council at the November 7, 2023 Council meeting. If approved, the fine violations will be referenced in the City's Schedule of Rates, Fines and Fees.

**Budget Impacts:** N/A

**Council Person or District:** All

**Attachments:** Proposed Ordinance

## **ORDINANCE 2023-19:**

Ordinance Amendment: Article V Collection Practices, Section 66-91 Residential Garbage Collection of Chapter 66 Solid Waste

### **Sec. 66-91. - Residential garbage collection. Current Ordinance**

- (a) Garbage and solid waste at residences within the city shall be collected only by departments and employees of the city, or pursuant to a contract or franchise issued by the city. Removal by persons for hire or compensation is prohibited.
- (b) Collections from residential premises with a refuse receptacle shall be made once weekly, with the exception of holidays or in times when such collection is impossible, such as in the event of natural disasters.
- (c)(1) Resident(s) shall place garbage for curbside pickup in carts provided by the city. On the evening before each day assigned by the city sanitation superintendent for collection in the resident's area, the cart shall be placed at a curbside point designated by city sanitation officials no earlier than 6:00 p.m. for pick up the next day. The cart shall be removed from the curbside point by the resident no later than 8:00 a.m. on the day after the assigned collection date. ~~Failure to remove a cart by 8:00 a.m. on the day after the assigned collection date shall result in a fine of \$10.00 per day until the cart is removed.~~ **Action against violators of this Section may be initiated by citizen complaint or upon safety concerns raised by City Staff. Initial action shall be a warning from the City's Code Compliance Department with subsequent violations being subject to a fine as set forth in the City's schedule of rates, fines, and fees.** At other times, carts will be stored by the resident(s) where possible in locations not visible from the street or road on which the garbage is collected.

# CITY OF STATESBORO

**COUNCIL**

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



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

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

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

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

**Date:** November 29, 2023

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

**Background:** On September 19, 2023, the Statesboro City Council amended Chapter 18 Businesses of the Statesboro Code of Ordinances in order to implement Article XII creating licensing and operational requirements for Mobile Public Vending.

The Statesboro City Council amended the Ordinance 66-91 to reference the City's Schedule of Rates, Fees and Fines for failure to remove polycarts.

Therefore, an amendment to the FY2024 Rates, Fees and Fines Schedule needs to be amended to reflect the Mobile Public Vending Occupational Tax Certificate and permit and the Failure to Remove Polycart Fine. The changes are highlighted in yellow.

**Budget Impact:** N/A

**Council Person and District:** All

**Attachments:** N/A

RESOLUTION 2023-50: A RESOLUTION TO ADOPT THE FOURTH  
AMENDMENT TO THE CITY OF STATESBORO SCHEDULE OF FEES, RATES,  
AND FINES FOR FISCAL YEAR 2024.

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

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

WHEREAS, the Mayor and City Council have reviewed a proposed Fourth Amendment to the Schedule of Fees, Rates, and Fines from the City Manager that includes adding Mobile Public Vending OTC and Permit Fee and adding Failure to Remove Polycart Fine.

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

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

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

Section 5. That this Resolution shall be and remain in full force and effect from and after its date of adoption.

Adopted this 5th day of December, 2023.

CITY OF STATESBORO, GEORGIA

---

By: Jonathan M. McCollar, Mayor

---

Attest: Leah Harden, City Clerk

## **ATTACHMENT #1**

### **FY 2024 FOURTH SCHEDULE OF FEES, RATES AND FINES AMENDMENT**

Page 4: City Clerk's Department: Mobile Public Vending OTC and Permit – \$150

Page 11: Solid Waste Collection Fund: Polycarts Fine: Failure to Remove Polycarts:  
FY2023 fee \$10.00 requesting to change fee to \$25.00 for FY2024.

# CITY OF STATESBORO

**COUNCIL**

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



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

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

**To:** Charles Penny, City Manager

**From:** Cindy West, Finance Director

**Date:** 11-28-2023

**RE:** Tyler Software Agreement Amendment

**Policy Issue:** Contract Amendment for Tyler Software.

**Recommendation:** Approval of the amendment to the contract for Tyler Technologies Software in regards to icloud storage.

**Background:** In 2020, the City had signed an agreement with Tyler Technologies to start the move toward cloud storage. However, the movement has not taken place and the on-premise licensing remains. The amended contract updates the cost for software maintenance and support services.

**Budget Impact:** No additional cost.

**Council Person and District:** All

**Attachments:** Amended contract.



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Statesboro, Georgia, with offices at 50 East Main Street, Statesboro, Georgia 30458 ("Client").

WHEREAS, Client and Tyler are parties to a license and services agreement, dated April 29, 2015 (the "Agreement"), by which Client licensed certain software products from Tyler and purchased certain services from Tyler, including annual maintenance and support services and annual SaaS Services for the Tyler Software, and certain annual services, and Tyler provided said license and services in accordance therewith;

WHEREAS, the annual maintenance and support services, annual SaaS Services, and annual services provided under the Agreement were terminated upon commencement of the SaaS term set forth in the Software as a Service ("SaaS") agreement between the parties dated January 6, 2021 (the "SaaS Agreement"), terminated by the parties effective November 7, 2022; and

WHEREAS, Client and Tyler desire to reinstate the annual maintenance and support services, annual SaaS Services, and annual services set forth in this Amendment, under the terms of the Agreement, as modified by this Amendment.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software maintenance and support services, SaaS Services, and annual services, set forth in the sales quotation attached as Exhibit 1 to this Amendment, are hereby added to the Agreement as of February 1, 2023 (the "Term Commencement Date"). Payment of fees and costs for such items shall conform to the following terms:
  - a. Annual Fees. Year 1 annual Maintenance and support fees, annual SaaS Fees, and annual services fees, commencing on the Term Commencement Date, are invoiced on the Amendment Effective Date. Subsequent annual fees will be invoiced annually in advance of each anniversary of the Term Commencement Date. Such fees will be at Tyler's then-current rates.
2. Annual Maintenance and support services for the Tyler Software shall be provided in accordance with the Maintenance and Support Agreement attached hereto as Exhibit 2, and Tyler's then-current Support Call Process. A copy of Tyler's current Support Call Process is attached hereto as Schedule A to Exhibit 2.
3. Items identified as SaaS in Exhibit 1 do not include perpetual rights. If you do not pay the

required annual fees in accordance with the applicable payment terms, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>. In the event of a conflict between the linked terms and the terms of this Amendment, the terms of this Amendment will prevail.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Statesboro, GA

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the maintenance and support services, SaaS Services, and annual services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between this Amendment and terms in the Comments section of this Investment Summary, the language in the Amendment will prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**Sales Quotation For:**

City of Statesboro  
50 E Main St

Statesboro GA 30458-1159

Quoted By:

Tami Bates

Quote Expiration:

3/10/24

Quote Name:

for amendment reversing  
SaaS

Tyler Software		Annual
Description	License Total	Maintenance
ERP Pro 10 Financial Management Suite		
Core Financials	\$ 0	\$ 4,988
Electronic Time Clock Interface	\$ 0	\$ 868
Fixed Assets	\$ 0	\$ 1,158
Laserfiche Interface - Financial/Personnel Management	\$ 0	\$ 1,430
Human Resources Management (Includes Position Budgeting)	\$ 0	\$ 1,483
Project Accounting	\$ 0	\$ 1,158
Purchasing	\$ 0	\$ 1,158
ERP Pro 9 Financial Management Suite		
Laserfiche Output Channel	\$ 0	\$ 1,158
ERP Pro 10 Customer Relationship Management Suite		
Utility Billing Water/Gas	\$ 0	\$ 3,501
Additional Handheld Meter-Reader Interface	\$ 0	\$ 702
Cashiering	\$ 0	\$ 1,158
Meter Data Sync with Scheduler	\$ 0	\$ 2,872
Third-Party Printing Interface	\$ 0	\$ 579
Utility Payment Import Interface	\$ 0	\$ 579
Handheld Meter-Reader Interface	\$ 0	\$ 579
ERP Pro 10 Tax Management Suite		
Property Tax Management	\$ 0	\$ 1,736
Annual Tax File Import Utility	\$ 0	\$ 579

Tyler Software		Annual	
Description		License Total	Maintenance
Enterprise Permitting & Licensing powered by EnerGov			
Civic Access - Business Management		\$ 0	\$ 579
Civic Access - Community Development		\$ 0	\$ 579
Community Development		\$ 0	\$ 4,167
eReviews		\$ 0	\$ 579
Enterprise Permitting & Licensing Mobile		\$ 0	\$ 579
IG Workforce Server		\$ 0	\$ 579
EnerGov GIS Server		\$ 0	\$ 688
Business Management		\$ 0	\$ 2,084
<b>TOTAL:</b>		<b>\$ 0</b>	<b>\$ 35,519</b>

Tyler Annual Software – SaaS		Annual	
Description			
ERP Pro powered by Incode			
ERP Pro 10 Financial Management Suite			
Employee Access Pro Time & Attendance			\$ 868
ERP Pro 10 Customer Relationship Management Suite			
Utility Access			\$ 2,400
ERP Pro 10 Tax Management Suite			
Property Tax Access			\$ 2,400
<b>TOTAL:</b>			<b>\$ 5,668</b>

Tyler Annual Services		Annual	
Description			
ERP			
Other Services			

Tyler Annual Services	
Description	Annual
Tyler University	\$ 1,500
TOTAL:	\$ 1,500

Summary	One Time Fees	Recurring Fees
Total Tyler Software		\$ 35,519
Total SaaS		\$ 5,668
Total Tyler Services		\$ 1,500
Summary Total	\$ 0	\$ 42,687
Contract Total	\$ 42,687	

## Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

<b>Enterprise Permitting &amp; Licensing Mobile</b>	Workforce Mobile - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect IG Apps to the Enterprise Permitting & Licensing suite, and support testing. These applications are available on iOS.
<b>Utility Payment Import Interface</b>	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
<b>Utility Billing Water/Gas</b>	Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader interface.
<b>eReviews</b>	eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. eReviews also requires Bluebeam Revu licenses for agency staff that is involved in the review, markup, and management of electronic plans. Bluebeam Revu licenses are approximately \$300 per user per year. Bluebeam Studio Revu and Bluebeam Prime are to be purchased separately by the client.
<b>Core Financials</b>	Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures.
<b>Cashiering</b>	Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import.
<b>Utility Access</b>	Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optional), last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for service (optional), information change request (optional), security -SSL (secure socket layer).

**Property Tax Access**

Property Tax Access allows searches by name, receipt number, and /or parcel number. It displays paid and unpaid parcels, has Security-SSL (Secure Socket Layer), and payment processing via credit cards. Note that the customer pays \$3.50 fee per transaction for payment on-line.

**Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:**

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

**Fees for services included in this sales quotation shall be invoiced as indicated below.**

- Implementation and other professional services fees shall be invoiced as delivered.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

P.O.#: \_\_\_\_\_



## **Exhibit 2**

### **Maintenance and Support Agreement**

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on February 1, 2023, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Amendment. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
  - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
  - 3.2 provide support during our established support hours;
  - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
  - 3.4 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support

services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
  - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
  - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached as Schedule A to this Exhibit 2 .



## Exhibit 2 Schedule A Support Call Process

### Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users\*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

*\* Channel availability may be limited for certain applications.*

### Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

### Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

## **Incident Handling**

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

*\*Response and Resolution Targets may differ by product or business need*

### *Incident Escalation*

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

### *Remote Support Tool*

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



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:** Bobby L. Duggar, Deputy Fire Chief

**Date:** November 29<sup>th</sup>, 2023

**RE:** Vehicle Purchase

**Policy Issue:** Purchasing/Procurement

**Recommendation:** To allow the Statesboro Fire Department to purchase a 2023 Ford Maverick from Woody Folsom Ford in the amount of \$33,420.00.

**Background:** The Statesboro Fire Department has implemented a vehicle replacement and reallocation program to update an aging fleet. The current purchase of a 2023 Ford Maverick will replace a 2003 Ford F-150 that is assigned to the Prevention and Inspections Division. Requests were made to Metter Ford, J.C. Lewis Ford, and Woody Folsom Ford for written quotes.

1. Metter Ford: No vehicles in stock matching criteria, unable to procure vehicle without special order.
2. J.C. Lewis Ford: No vehicles in stock matching criteria, unable to procure vehicle without special order.
3. Woody Folsom Ford: Has specified vehicle in stock and deliverable upon payment.

Due to the model and required features, Woody Folsom Ford was the only dealer that has this vehicle in stock and available without special order.

Therefore, it is our recommendation to accept Woody Folsom Ford's written quote in the amount of \$33,420.00.

**Budget Impact:** This purchase will utilize funds from the 2019 SPLOST. The City's Finance Director has verified the availability of these funds.

**Council Person and District:** ALL

**Attachments:** None