



**April 1, 2025 9:00 am**

1. Call to Order by Mayor Jonathan McCollar
2. Invocation and Pledge of Allegiance by Councilmember John Riggs
3. Recognitions/Public Presentations
  - A) Presentation of a Proclamation recognizing April 2025 as “Autism Awareness Month”.
  - B) Presentation of a Proclamation recognizing April 2025 as “Child Abuse Prevention Month”.
  - C) Presentation of a Proclamation recognizing April 2025 as “Sexual Assault Awareness and Prevention Month”.
4. Public Comments (Agenda Item):
5. Consideration of a Motion to approve the Consent Agenda
  - A) Approval of Minutes
    - a) 03-18-2025 Council Minutes
  - B) Consideration of a motion to approve surplus and disposition of equipment in the Public Works and Engineering Department.
6. Public hearing & consideration of a motion to approve application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13 (a):
  - A. Nouria Energy Retail, Inc.  
d/b/a Nouria 1609 Fair Road  
Located: 1609 Fair Rd.  
License Type: Package Sales (Beer & Wine only)
  - B. Nouria Energy Retail, Inc.  
d/b/a Nouria 2298 Northside Drive West  
Located: 2298 Northside Dr. West  
License Type: Package Sales (Beer & Wine only)
  - C. Nouria Energy Retail  
d/b/a Nouria 17874 Highway 67  
Located: 17874 Hwy 67  
License Type: Package Sales (Beer & Wine only)

7. Consideration of motion to approve a termination of corporate guaranty with Aspen Aerogels, Bulloch County, and Georgia Department of Community Affairs (DCA).
8. Consideration of a motion to approve an updated contract for Municipal Court Software with Justice One. The previous contract, approved in June 2023, was for \$9 per paid citation (paid by the violator), or \$1500 per month. The new contract is for \$11 per paid citation (paid by the violator) or \$2000 per month, whichever is greater.
9. Consideration of a motion to approve a Purchase Agreement for right-of-way property acquisition on West Main Street for the West Main Street/Johnson Street/Martin Luther King, Jr Drive intersection improvement project, ENG-123c. Funding is provided from 2018 TSPLOST.
10. Consideration of a motion to approve a contract with Tidwell Traffic Solutions in the amount of \$74,030.25 for street pavement marking replacement. This project will be paid by 2018 TSPLOST funds.
11. Other Business from City Council
12. City Managers Comments
13. Public Comments (General)
14. 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)
15. Consideration of a Motion to Adjourn

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

## AUTISM AWARENESS AND ACCEPTANCE MONTH

**WHEREAS:** autism is a lifelong disorder, characterized by varying levels of impairment of an individual's ability to communicate, understand social interactions, and develop appropriate interactive behaviors; and

**WHEREAS:** there is no cure for autism, however with early treatment and therapy it is often possible for an individual with autism to lead a significantly improved life; and

**WHEREAS:** autism not only affects the diagnosed person, but also the family, friends and the community; and

**WHEREAS:** the Behavioral Pediatric Resource Center was established to provide online resources, outreach, and training to bring education and awareness to families and community members.

**NOW, THEREFORE I, Jonathan McCollar, Mayor of the City of Statesboro do hereby proclaim the month of April 2025 as:**

### *AUTISM AWARENESS MONTH*

**in the City of Statesboro and encourage all employees, citizens, and members of the business community to become educated about autism, encourage acceptance of people with autism, and support non-profit organizations such as the Behavioral Pediatrics Resource Center, who bring opportunities to enhance autism awareness and acceptance in our community.**

**IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Statesboro to be affixed this 1<sup>st</sup> day of April 2025.**

\_\_\_\_\_  
Jonathan McCollar, Mayor

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

## ***Child Abuse Prevention Month***

- WHEREAS:** Prevention is possible. With the right policies and investments, families and children can thrive and avoid contact with child welfare and other costly systems; and
- WHEREAS:** the early experiences of a child impact them throughout life – both positively and negatively; and
- WHEREAS:** every family and child is filled with tremendous promise, and we all have a collective responsibility to prevent Adverse Childhood Experiences, foster the potential of every child, and promote Positive Childhood Experiences; and
- WHEREAS:** Positive Childhood Experiences such as loving caregivers and safe, stable, and nurturing relationships play a vital role in helping children thrive by mitigating trauma and the negative impact of Adverse Childhood Experiences; and
- WHEREAS:** families who receive the support they need before a crisis occurs are better equipped to provide safe, healthy, and nurturing environments, leading to children who are safer, healthier, and more hopeful about their futures; and
- WHEREAS:** childhood trauma, including abuse and neglect, can have long-term psychological, emotional, and physical effects throughout an individual’s lifetime and impact future generations; and
- WHEREAS:** primary prevention of child abuse and neglect can reduce the lifetime economic burden associated with child maltreatment; and
- WHEREAS:** strengthening families through access to concrete economic, social, and community-based supports reduces the likelihood of abuse and neglect and ensures children have the foundation for lifelong well-being; and
- WHEREAS:** effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and
- WHEREAS:** communities must make every effort to promote programs and activities that create strong and thriving children and families; and
- WHEREAS:** we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promoting the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and
- WHEREAS:** investments in prevention initiatives—such as home visiting programs, family-strengthening policies, economic supports, and community-based child abuse prevention efforts—are essential to building safer, healthier communities for children and families; and
- WHEREAS:** prevention remains the best defense for our children and families.

**NOW, THEREFORE I, Jonathan McCollar, Mayor of the City of Statesboro do hereby proclaim April 2025, as:**

## ***Child Abuse Prevention Month***

**In the City of Statesboro, and urge all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families. Together we can create a state where every child can grow up happy, healthy, and safe with hope for the future.**

**Dated this 1<sup>st</sup> day of April 2025.**

\_\_\_\_\_  
Jonathan McCollar, Mayor



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

## ***Sexual Assault Awareness and Prevention Month***

**WHEREAS:** the National Sexual Violence Resource Center designated the month of April as Sexual Assault Awareness and Prevention Month to raise awareness about sexual violence; and

**WHEREAS:** Sexual violence is a broad term that includes unwanted sexual contact and is a widespread issue which effects individuals of all races, genders, ages, and economic backgrounds; and

**WHEREAS:** On average 463,634 sexual assaults occur in America each year according to the Rape, Abuse, & Incest National Network (2025); and

**WHEREAS:** The Teal House: Statesboro Regional Sexual Assault Center has served 752 victims of sexual assault in Statesboro and the surrounding area since 2007; and

**WHEREAS:** Victims of sexual assault are at an elevated risk for mental health concerns, substance use disorders, relationship impairment, pregnancy, and sexually transmitted infections (RAINN 2025); and

**WHEREAS:** the City of Statesboro is dedicated to promoting the safety and well-being of community members and supports survivors of sexual violence in their journey toward healing and recovery; and

**WHEREAS:** through increased awareness, education, and efforts for prevention we can come together to support survivors and work toward the goal of ending sexual violence in our community.

**NOW, THEREFORE I, Jonathan McCollar, Mayor of the City of Statesboro do hereby proclaim the month of April 2025 as:**

***SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH.***

Dated this 1<sup>ST</sup> day of April, 2025.

\_\_\_\_\_  
Jonathan McCollar, Mayor



CITY OF STATESBORO  
COUNCIL MINUTES  
MARCH 18, 2025

Regular Meeting

50 E. Main St. City Hall Council Chambers

5:30 PM

**1. Call to Order**

Mayor Jonathan McCollar called the meeting to order

**2. Invocation and Pledge**

Councilmember Ginny Hendley gave the Invocation and led the Pledge of Allegiance.

**ATTENDANCE**

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

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

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

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

**A) Approval of Minutes**

**a) 03-04-2025 Council Minutes**

**b) 03-04-2025 Executive Session Minutes**

A motion was made to approve the consent agenda.

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

**5. Public hearing and consideration of a motion to approve: APPLICATION V-25-01-03: Whitfield Signs requests a variance from Table 2.5.3-C of the Unified Development Code in order to place a 520.5 square foot sign on a building located at 152 Northside Drive East (Tax Parcel # MS84 000003A001).**

A motion was made to open the public hearing.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Mayor Pro Tem Shari Barr
<b>SECONDER:</b>	Councilmember John Riggs
<b>AYES:</b>	Johnson, Chavers, Hendley, Riggs, Barr
<b>ABSENT:</b>	

Planning and Housing Administrator Justin Williams explained Council deferred this request at the February 18, 2025 meeting with the caveat it go back before the Planning Commission with the proposed revision. The applicants' original request for a 520 square foot sign last month was amended to an approximately 316 square foot sign. The amended application went back before the Planning Commission on March 4, 2025 and was approved with staff conditions by a 4-0 vote. Staff also recommends approval of the request.

No one spoke for or against the request.

A motion was made to close the public hearing.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Mayor Pro Tem Shari Barr
<b>SECONDER:</b>	Councilmember Ginny Hendley
<b>AYES:</b>	Johnson, Chavers, Hendley, Riggs, Barr
<b>ABSENT:</b>	

A motion was made to approve with staff conditions APPLICATION V-25-01-03: Whitfield Signs requests a variance from Table 2.5.3-C of the Unified Development Code in order to place a 520.5 square foot sign on a building located at 152 Northside Drive East (Tax Parcel # MS84 000003A001).

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember Paulette Chavers
<b>SECONDER:</b>	Councilmember Ginny Hendley
<b>AYES:</b>	Johnson, Chavers, Hendley, Riggs, Barr
<b>ABSENT:</b>	

**6. Public Hearing & Consideration of a Motion to approve application for an alcohol license in accordance with The City of Statesboro alcohol ordinance Sec. 6-13 (a):**

**Sports Bar Grill & Lounge  
 2390 Northside Dr. West  
 Owner: Cynthia R. Wilson  
 License Type: Restaurant**

Councilmember Ginny Hendley announced she is recusing herself from this item.

A motion was made to open the public hearing.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Mayor Pro Tem Shari Barr
<b>SECONDER:</b>	Councilmember John Riggs
<b>AYES:</b>	Johnson, Chavers, Riggs, Barr
<b>ABSENT:</b>	

No one spoke for or against the application.

A motion was made to close the public hearing.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember John Riggs
<b>SECONDER:</b>	Mayor Pro Tem Shari Barr
<b>AYES:</b>	Johnson, Chavers, Riggs, Barr
<b>ABSENT:</b>	

A motion was made to approve the application for an alcohol license in accordance with the City of Statesboro alcohol ordinance Sec. 6-13 (a) issued to Sports Bar Grill & Lounge located at 2390 Northside Dr. West, Owner: Cynthia R. Wilson for license type: Restaurant.

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

**7. Consideration of a motion to approve an Amended and Restated Intergovernmental Agreement with the City of Brooklet to allow for an increase in sewer treatment services.**

A motion was made to approve an Amended and Restated Intergovernmental Agreement with the City of Brooklet to allow for an increase in sewer treatment services.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Councilmember John Riggs
<b>SECONDER:</b>	Mayor Pro Tem Shari Barr
<b>AYES:</b>	Johnson, Chavers, Hendley, Riggs, Barr
<b>ABSENT:</b>	

**8. Consideration of a motion to approve a Water-Sewer Agreement with Burkhalter-GSL, LLC to allow extension of water and sewer utilities to serve the Adelaide subdivision on Burkhalter Road (Tax Parcel 122 000013 000).**

A motion was made to approve a Water-Sewer Agreement with Burkhalter-GSL, LLC to allow extension of water and sewer utilities to serve the Adelaide subdivision on Burkhalter Road (Tax Parcel 122 000013 000).

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

**9. Consideration of a motion to approve Amendment #1 to Task Order 7 with Goodwyn, Mills, and Cawood LLC (GMC) increasing the contract from \$131,250.00 to \$158,750.00 for the Little Lotts Creek tributary stream restoration project. This project will be paid by Section 319(h) grant funds and Stormwater Utility operating revenue funds.**

A motion was made to approve Amendment #1 to Task Order 7 with Goodwyn, Mills, and Cawood LLC (GMC) increasing the contract from \$131,250.00 to \$158,750.00 for the Little Lotts Creek tributary stream restoration project. This project will be paid by Section 319(h) grant funds and Stormwater Utility operating revenue funds.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Mayor Pro Tem Shari Barr
<b>SECONDER:</b>	Councilmember Paulette Chavers
<b>AYES:</b>	Johnson, Chavers, Hendley, Riggs, Barr
<b>ABSENT:</b>	



**10. Consideration of a motion to approve Change Order #3, in the amount of \$174,338.00, to Southern Civil for the Blower and Pump Upgrades Project at the Waste Water Treatment Plant. The project, WTP-24, is paid from Operating and ATC fee funds.**

A motion was made to approve Change Order #3, in the amount of \$174,338.00, to Southern Civil for the Blower and Pump Upgrades Project at the Waste Water Treatment Plant. The project, WTP-24, is paid from Operating and ATC fee funds.

<b>RESULT:</b>	Approved (Unanimous)
<b>MOVER:</b>	Mayor Pro Tem Shari Barr
<b>SECONDER:</b>	Councilmember John Riggs
<b>AYES:</b>	Johnson, Chavers, Hendley, Riggs, Barr
<b>ABSENT:</b>	

**11. Other Business from City Council**

Mayor Pro Tem Shari Barr encouraged everyone to get out and vote today before 7 pm if you haven't done so yet.

**12. City Managers Comments**

City Manager Charles Penny announced that the City of Statesboro is taking in applications for its Youth Connect Program. The last day to apply is March 24, 2025.

Mayor McCollar explained that Youth Connect is a program where we take approximately 30 students in the community for a five week period over the summer to work with the City and other partners across the community. It gives the students an opportunity to get on the job training and experience. If you know of any young people, who may be interested the application can be found on the City of Statesboro website.

Mr. Penny shared there will be a meeting with the Quail Run subdivision on March 25, 2025 at 5:30 pm in the Council Chambers regarding the City's sewer extension project.

Mr. Penny stated at the last Council meeting he asked for authorization to be able to refund some money to an elderly woman who was charged an extremely large amount money for her utility bill over a six-month period due to a running toilet. The city received an email from her daughter expressing her appreciation and thanks for the action that you took to allow us to refund her mother those funds.

Mr. Penny also announced that Brad Deal has been appointed as the Director of Public Works and Engineering and will begin sometime the latter part of April.

The last item Mr. Penny addressed was the Automatic Aid Agreement. Since we have been having discussions with Bulloch County the item of automatic aid has been an item we have discussed quite a bit. On December 3<sup>rd</sup> the Bulloch County Commissioners voted to cancel the Fire District Agreement effective July 1, 2025. The Automatic Aid agreement is a separate agreement that was approved by the City and County in April of 2020. A 90 day notice is required in order to terminate the agreement. We did discuss at the Council Retreat my recommendation that we give notice of our plan to terminate Automatic Aid. If we do not give notice and we don't hit that 90 day window come July 1, 2025 the City will no longer protect the fire district. However, we would then be responsible for responding in the fire district or throughout the county as a part of Automatic Aid. Mr. Penny asked Mayor and Council to consider approving that the City give notice to Bulloch County of the intention to terminate the Automatic Aid Agreement effective July 1, 2025. Taking this action in no way prevents the City of Statesboro from working with Bulloch County if they would like to work with us.

Mayor Pro Tem Shari Barr explained that she echoes what Mr. Penny stated that the City is still open to trying to work something out. At this point the County has said they are taking it over and we're out and that's how it is but I certainly hope we can still work something out. I know it's not fair for the City of Statesboro taxpayers to subsidize fire service out in the county so I understand the need legally for us to take this next step, but I want to be clear I regret it and still hope we can work something out.

A motion was made to approve giving notice to Bulloch County to cancel the Automatic Aid Agreement.

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

**13. Public Comments (General):**

Thomas Redfearn addressed his concerns about the City’s Massage Parlor Ordinance stating it is demeaning to his profession, is severely outdated and inconsistent with state law. Mr. Redfearn urged council to look into what he is saying and update the regulations.

Mayor McCollar acknowledged that many city ordinances are outdated and we are working through them. For that particular thing, we’ve typically deferred to the state law. We have not gotten to the point of massage parlors but at some point the whole thing will be updated it’s just going to take a little time.

Mayor Pro Tem Shari Barr shared that this weekend will be the first ever Fine Arts Festival in Statesboro. There are approximately 40 artist from around the region who will be competing and the Mayor will be awarding the winner on Saturday. The event will take place at the Visitors Center Farmers Market. Two weeks after that event on Friday April 4<sup>th</sup> the Downtown Statesboro Development Authority will host a tasting tour downtown and the next day April 5<sup>th</sup> the Farmers Market will reopen.

Mr. Penny stated that the meeting for the Quail Run subdivision will take place over at Georgia Sothern’s BIG campus at 64 East Main Street not in the Council Chambers.

**14. 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.

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

A motion was made to adjourn.

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

The meeting was adjourned at 5:57 pm.

\_\_\_\_\_  
Jonathan McCollar, Mayor

\_\_\_\_\_  
Leah Harden, City Clerk

# CITY OF STATESBORO



## COUNCIL

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

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

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

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

**From:** Marcos Trejo Jr., P.E., Assistant Director of Public Works

**Date:** 3/21/2025

**RE:** Recommendation for Approval to Surplus Public Works Equipment

**Policy Issue:** Purchasing Policy: Vehicle and Equipment Surplus and Disposition

### **Recommendation:**

Staff recommends Council Approval of surplus and disposition of equipment in the Public Works and Engineering Department.

### **Background:**

The items on the asset surplus list attachment have exceeded their useful life and need to be declared surplus and approved for disposition.

### **Budget Impact:**

Reduce Maintenance Cost

### **Council Person and District:**

N/A (citywide)

**Attachment:** Asset Surplus List



# City of Statesboro

## Department of Public Works & Engineering

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P.O. Box 348  
Statesboro, Georgia 30459

912.764.0681 (Voice)  
912.764.7680 (Fax)  
[publicworks@statesboroga.gov](mailto:publicworks@statesboroga.gov)

### Asset Surplus List March 21, 2025

#### Streets and Parks Division

1. Husqvarna Chop Saw K760
2. (3) Husqvarna Chainsaw 455 Rancher
3. Stihl Handheld Blower BG-53C
4. (2) Echo Line Trimmers SRM-2620T
5. Hedge Trimmers (Head & Handle only) SHC-225
6. Echo EA-500 Auger ( not working)
7. Echo EA-410 Auger ( not working)
8. (3) Echo Weed Eaters (out of service) SRM-2620T
9. Echo Blower PB-250
10. Echo Edger motor PE-2620
11. Echo Edger PE-266
12. Power Pruner Pole Saw (not running)
13. Echo Chain Saw CS-301
14. (2) Echo Chain Saw CS-355T (motor only)
15. Honda Plate Tamp GX-160
16. Echo Blower PB500T (not running)
17. Sun Shade Top Exmark Mower

#### Stormwater Division

1. CUES CCTV Sewer Inspection Camera and Reel Assembly, S#17100238CUES
2. 1992 Ford C7000 Diesel Flatbed Dumptruck VIN: 1FTRF12W99KA73186

#### Solid Waste Disposal Division

1. 2014 FINN Straw Blower, S/N: 1F9BS141XFF135233

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Jennifer Joyner, Tax & License Coordinator

**Date:** March 24, 2025

**RE:** Nouria Energy (1609 Fair Rd.)

**Policy Issue:** Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6 Sec 6-1 3(a)

(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 and Development, Fire, Police, Legal, Building and Engineering recommended approval.

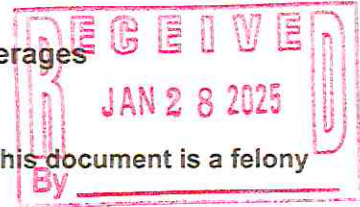
**Budget Impact:** None

**Council Person and District:** Shari Barr, District 5

**Attachments:** Application and 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: Nouria Energy Retail, Inc. d/b/a Nouria 1609 Fair Road

D/B/A Name

2. Applicant's Name: Nouria Energy Retail, Inc.

Name of partnership, llc, corporation, or individual

3. Business Physical Address: 1609 Fair Road, Statesboro, GA 30458

4. Business mailing address: 326 Clark Street, Worcester, MA 01606

5. Local business phone number: 912-681-3606

Corporate office phone number: 508-762-3724

6. Name of Manager: Judy Joyner

Person responsible for alcohol licensing issues

7. Phone number for manager: 912-675-0763

8. Email address for manager: Permits@nouriaenergy.com

9. Address of manager: 106 Old Louisville Road, Millen, GA 30442

10. Purpose of application is:

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

Previous owner's name: EnMarket

If the business name has changed, list previous name: EN #753

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

11. Indicate where the business will be located:

Above ground

Street or ground floor level

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

12. Type of Business:  Individual  Corporation  Partnership  LLC

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

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

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

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

Have you completed the financial affidavit attached to this application? \_\_\_\_\_

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

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

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:**

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: Nouria Energy Retail, Inc.

Home Office address: 326 Clark Street, Worcester, MA 01606

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

Date & Place of incorporation: 06/13/1991, Massachusetts

Do you have a shareholders agreement?: No

If not, what documents establish the ownership rights of the shareholders? By-laws



**17. Officers:**

Full Legal Name: Tony Fouad EI-Nemr Phone #: 508-762-3777

Home address: 187 N. Quinsigamond Ave., Shrewsbury, MA 01545

Percentage of stock owned: 0% Office held: President

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

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

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

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

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

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

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

**18. Stockholders: (if different than officer names)**

Full Legal Name: Nouria Energy Corporation Phone #: 508-762-3724

Home address: 326 Clark Street, Worcester, MA 01606

Percentage of stock owned: 100% Office held: Shareholder

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:

**Name:** Tony Fouad El-Nemr **Phone #:** 508-762-3777

**Previous address:** 24 Coachman Ridge Rd., Shrewsbury, MA 01545

**Dates lived there:** 06/2000 - 01/2020

**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:

Dixielad, Inc. c/o Mr. M. Brice Ladson, P.O. Box 2819, Richmond Hill, GA 31324

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

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

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

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

N/A

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

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

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

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, please see attached Exhibit "A" for a list of related businesses of Nouria

**If yes, please provide details on a separate sheet of paper.** Energy Retail, Inc.

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.**







**CALCULATION OF LICENSE FEE: Renewal Fees will be for January – December of the current year.**

CLASSIFICATION:	(Mark All That Apply)	LICENSE FEE
1. A. Package Sales (Beer & Wine)	<input checked="" type="checkbox"/>	\$1750
B. Package Sales (Distilled Spirits)	<input type="checkbox"/>	\$5000
2. On Premise License Types:		
Please refer to the following pages for descriptions of each license type. This will help you determine which license to apply for. These can be found in sections 6-3 and 6-9 of the alcohol ordinance.		
A. Bar	<input type="checkbox"/>	\$4300
B. Bar with Kitchen	<input type="checkbox"/>	\$4300
C. Event Venue	<input type="checkbox"/>	\$2500
D. Low Volume	<input type="checkbox"/>	\$750
E. Pub	<input type="checkbox"/>	\$5600
F. Restaurant	<input type="checkbox"/>	\$2800
3. Caterer	<input type="checkbox"/>	\$200
4. Brewer; manufacturer of malt beverages only	<input type="checkbox"/>	\$1750
5. Broker	<input type="checkbox"/>	\$1750
6. Importer	<input type="checkbox"/>	\$1750
7. Manufacturer of wine only	<input type="checkbox"/>	\$1750
8. Sunday Sales Permit	<input checked="" type="checkbox"/>	\$300
9. In Room Service Permit	<input type="checkbox"/>	\$150
Total Due \$		_____

**\*\*\*IMPORTANT DATES TO REMEMBER\*\*\***

[Of the renewal year]

- IF RECEIVED AFTER NOVEMBER 1<sup>st</sup> PENALTY FEE OF \$200
- IF RECEIVED AFTER NOVEMBER 16<sup>th</sup> PENALTY FEE OF \$300
- IF RECEIVED AFTER DECEMBER 1<sup>st</sup> PENALTY FEE OF 20% OF ANNUAL LICENSE FEE OR \$500, WHICHEVER IS GREATER

**Nouria**  
**Nouria Energy Retail Inc**  
**1609 Fair Rd**

*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	01-29-2025 No Proximity needed. This location had a previous Alcohol License
<b>Fire Department</b>	Jon Patterson	Approved	2/10/2025
<b>Police Department</b>	Jared Akins	Approved	3/21/25
<b>Legal</b>	Cain Smith	Approved	



# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Jennifer Joyner, Tax & License Coordinator

**Date:** March 24, 2025

**RE:** Nouria Energy (2298 Northside Dr. West)

**Policy Issue:** Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6 Sec 6-1 3(a)

(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.

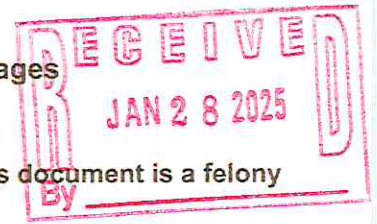
**Recommendation:** Planning and Development, Fire, Police, Legal, Building and Engineering recommended approval.

**Budget Impact:** None

**Council Person and District:** Tangie Johnson, District 1

**Attachments:** Application and 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: Nouria Energy Retail, Inc. d/b/a Nouria 2298 Northside Drive West  
D/B/A Name

2. Applicant's Name: Nouria Energy Retail, Inc.  
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 2298 Northside Drive West, Statesboro, GA 30458  
\_\_\_\_\_

4. Business mailing address: 326 Clark Street, Worcester, MA 01606  
\_\_\_\_\_

5. Local business phone number: 912-764-4380  
Corporate office phone number: 508-762-3724

6. Name of Manager: Judy Joyner  
Person responsible for alcohol licensing issues

7. Phone number for manager: 912-675-0763

8. Email address for manager: Permits@nouriaenergy.com

9. Address of manager: 106 Old Louisville Road, Millen, GA 30442

10. Purpose of application is:

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

Previous owner's name: EnMarket

If the business name has changed, list previous name: EN # 849

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

\_\_\_\_\_

11. Indicate where the business will be located:

Above ground

Street or ground floor level

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

12. Type of Business:  Individual  Corporation  Partnership  LLC

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

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

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

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

\_\_\_\_\_

Have you completed the financial affidavit attached to this application? \_\_\_\_\_

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

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

\_\_\_\_\_

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:**

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: Nouria Energy Retail, Inc.

Home Office address: 326 Clark Street, Worcester, MA 01606

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

Date & Place of incorporation: 06/13/1991, Massachusetts

Do you have a shareholders agreement?: No

If not, what documents establish the ownership rights of the shareholders? by-laws

**17. Officers:**

Full Legal Name: Tony Fouad El-Nemr Phone #: 508-762-3777

Home address: 187 N Quinsigamond Ave., Shrewsbury, MA 01545

Percentage of stock owned: 0% Office held: President

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

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

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

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

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

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

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

**18. Stockholders: (if different than officer names)**

Full Legal Name: Nouria Energy Corporation Phone #: 508-762-3724

Home address: 326 Clark St., Worcester, MA 01606

Percentage of stock owned: 100% Office held: Shareholder

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:

Name: Tony Fouad El-Nemr Phone #: 508-762-3777

Previous address: 24 Coachman Ridge Rd., Shrewsbury, MA 01545

Dates lived there: 06-2000 - 01/2020

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:

CH Realty X/CG Nouria Portfolio, L.L.C., 3819 Maple Ave., Dallas, TX 75219

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

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

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

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

N/A

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

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

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

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, please see attached Exhibit "A" for a list of related businesses of Nouria Energy Retail, Inc.

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, Tony El-Nemr, 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.

Tony El-Nemr

Print full name as signed below

President

01/02/2025

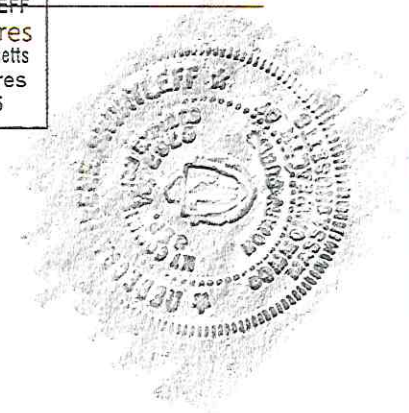
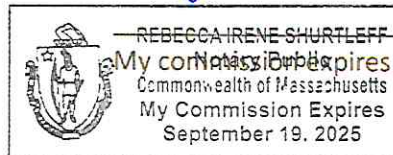
Signature of applicant

Title

Date

Sworn and subscribed before me this 2nd day of January, 20 25.

Notary Public





**CALCULATION OF LICENSE FEE: Renewal Fees will be for January – December of the current year.**

CLASSIFICATION:	(Mark All That Apply)	LICENSE FEE
1. A. Package Sales (Beer & Wine)	<input checked="" type="checkbox"/>	\$1750
B. Package Sales (Distilled Spirits)	<input type="checkbox"/>	\$5000
2. On Premise License Types:		
Please refer to the following pages for descriptions of each license type. This will help you determine which license to apply for. These can be found in sections 6-3 and 6-9 of the alcohol ordinance.		
A. Bar	<input type="checkbox"/>	\$4300
B. Bar with Kitchen	<input type="checkbox"/>	\$4300
C. Event Venue	<input type="checkbox"/>	\$2500
D. Low Volume	<input type="checkbox"/>	\$750
E. Pub	<input type="checkbox"/>	\$5600
F. Restaurant	<input type="checkbox"/>	\$2800
3. Caterer	<input type="checkbox"/>	\$200
4. Brewer; manufacturer of malt beverages only	<input type="checkbox"/>	\$1750
5. Broker	<input type="checkbox"/>	\$1750
6. Importer	<input type="checkbox"/>	\$1750
7. Manufacturer of wine only	<input type="checkbox"/>	\$1750
8. Sunday Sales Permit	<input checked="" type="checkbox"/>	\$300
9. In Room Service Permit	<input type="checkbox"/>	\$150
Total Due \$		<input type="text"/>

**\*\*\*IMPORTANT DATES TO REMEMBER\*\*\***

[Of the renewal year]

- IF RECEIVED AFTER NOVEMBER 1<sup>st</sup> PENALTY FEE OF \$200
- IF RECEIVED AFTER NOVEMBER 16<sup>th</sup> PENALTY FEE OF \$300
- IF RECEIVED AFTER DECEMBER 1<sup>st</sup> PENALTY FEE OF 20% OF ANNUAL LICENSE FEE OR \$500, WHICHEVER IS GREATER

**Nouria**  
**Nouria Energy Retail Inc.**  
**2298 Northside Dr. West**

*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	01-29-2025 No Proximity needed. This location had a previous Alcohol License
<b>Fire Department</b>	Jon Patterson	Approved	2/4/2025
<b>Police Department</b>	Jared Akins	Approved	3/21/25
<b>Legal</b>	Cain Smith	Approved	

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** Jennifer Joyner, Tax & License Coordinator

**Date:** March 24, 2025

**RE:** Nouria Energy (17874 Hwy 67)

**Policy Issue:** Mayor and Council shall approve application in accordance with City of Statesboro Alcohol Ordinance Chapter 6 Sec 6-1 3(a)

(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.

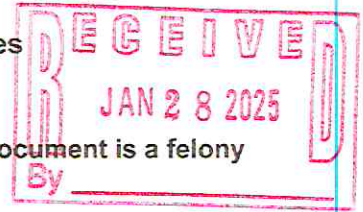
**Recommendation:** Planning and Development, Fire, Police, Legal, Building and Engineering recommended approval.

**Budget Impact:** None

**Council Person and District:** Shari Barr, District 5

**Attachments:** Application and 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: Nouria Energy Retail, Inc. d/b/a Nouria 17874 Highway 67  
D/B/A Name

2. Applicant's Name: Nouria Energy Retail, Inc.  
Name of partnership, llc, corporation, or individual

3. Business Physical Address: 17874 Highway 67, Statesboro, GA 30458  
\_\_\_\_\_

4. Business mailing address: 326 Clark Street, Worcester, MA 01606  
\_\_\_\_\_

5. Local business phone number: 912-871-6871  
Corporate office phone number: 508-762-3724

6. Name of Manager: Judy Joyner  
Person responsible for alcohol licensing issues

7. Phone number for manager: 912-675-0763

8. Email address for manager: Permits@nouriaenergy.com

9. Address of manager: 106 Old Louisville Rd., Millen, GA 30442

10. Purpose of application is:

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



Previous owner's name: EnMarket

If the business name has changed, list previous name: EN #770

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

11. Indicate where the business will be located:

Above ground

Street or ground floor level

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

12. Type of Business:  Individual  Corporation  Partnership  LLC

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

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

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

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

Have you completed the financial affidavit attached to this application? \_\_\_\_\_

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

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

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:**

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: Nouria Energy Retail, Inc.

Home Office address: 326 Clark Street, Worcester, MA 01606

\_\_\_\_\_

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

Date & Place of incorporation: 06/13/1991, Massachusetts

Do you have a shareholders agreement?: No

If not, what documents establish the ownership rights of the shareholders? By-laws

\_\_\_\_\_

**17. Officers:**

Full Legal Name: Tony Fouad El-Nemr Phone #: 508-762-3777

Home address: 187 N. Quinsigamond Ave., Shrewsbury, MA 01545

Percentage of stock owned: 0% Office held: \_\_\_\_\_

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

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

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

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

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

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

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

**18. Stockholders: (if different than officer names)**

Full Legal Name: Nouria Energy Corporation Phone #: 508-762-3724

Home address: 326 Clark Street, Worcester, MA 01606

Percentage of stock owned: 100% Office held: Shareholder

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:

**Name:** Tony Fouad EI-Nemr **Phone #:** 508-762-3777

**Previous address:** 24 Old Coachman Ridge Rd., Shrewsbury, MA 01545

**Dates lived there:** 06/2000 - 01/2020

**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:

CH Realty X/Nouria Portfolio, L.L.C., 3819 Maple Ave., Dallas, TX 75219

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

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

CH Realty X/Nouria Portfolio, L.L.C., 3819 Maple Ave., Dallas, TX 75219

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

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

N/A

---

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

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

If anyone connected with this business is not a US Citizen, can they legally be employed in the United States?  
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, please see attached Exhibit "A" for a list of related businesses of Nouria

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

Energy Retail, Inc.

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.**







**CALCULATION OF LICENSE FEE: Renewal Fees will be for January – December of the current year.**

CLASSIFICATION:	(Mark All That Apply)	LICENSE FEE
1. A. Package Sales (Beer & Wine)	<input checked="" type="checkbox"/>	\$1750
B. Package Sales (Distilled Spirits)	<input type="checkbox"/>	\$5000
2. On Premise License Types:		
Please refer to the following pages for descriptions of each license type. This will help you determine which license to apply for. These can be found in sections 6-3 and 6-9 of the alcohol ordinance.		
A. Bar	<input type="checkbox"/>	\$4300
B. Bar with Kitchen	<input type="checkbox"/>	\$4300
C. Event Venue	<input type="checkbox"/>	\$2500
D. Low Volume	<input type="checkbox"/>	\$750
E. Pub	<input type="checkbox"/>	\$5600
F. Restaurant	<input type="checkbox"/>	\$2800
3. Caterer	<input type="checkbox"/>	\$200
4. Brewer; manufacturer of malt beverages only	<input type="checkbox"/>	\$1750
5. Broker	<input type="checkbox"/>	\$1750
6. Importer	<input type="checkbox"/>	\$1750
7. Manufacturer of wine only	<input type="checkbox"/>	\$1750
8. Sunday Sales Permit	<input checked="" type="checkbox"/>	\$300
9. In Room Service Permit	<input type="checkbox"/>	\$150
Total Due \$		<input type="text"/>

**\*\*\*IMPORTANT DATES TO REMEMBER\*\*\***

[Of the renewal year]

- IF RECEIVED AFTER NOVEMBER 1<sup>st</sup> PENALTY FEE OF \$200
- IF RECEIVED AFTER NOVEMBER 16<sup>th</sup> PENALTY FEE OF \$300
- IF RECEIVED AFTER DECEMBER 1<sup>st</sup> PENALTY FEE OF 20% OF ANNUAL LICENSE FEE OR \$500, WHICHEVER IS GREATER



**Nouria**  
**Nouria Energy Retail Inc.**  
**17874 Hwy 67**

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

**Alcohol License Review**

**Department                  Full Name      Recommendation                          Comments**

<b>Planning &amp; Development</b>	Jermaine Foster	Approved	01-29-2025 No Proximity needed. This location had a previous Alcohol License
<b>Fire Department</b>	Jon Patterson	Approved	2/3/2024
<b>Police Department</b>	Jared Akins	Approved	3/21/25
<b>Legal</b>	Cain Smith	Approved	

# CITY OF STATESBORO

## COUNCIL

Tangie Johnson  
Paulette Chavers  
Ginny Hendley  
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:** March 28, 2025

**RE:** April 1, 2025 City Council Agenda Items

**Policy Issue:** Consideration of motion to approve a termination of corporate guaranty with Aspen Aerogels, Bulloch County, and Georgia Department of Community Affairs (DCA)

**Recommendation:** Approval

**Background:** On May 21, 2023 Statesboro and Bulloch County were awarded \$750,000 in EIP grant funds to assist with utility infrastructure for the Aspen site. Aspen has backed out of using site and must repay the \$741,000 the City has drawn in grant funds. Upon receipt of funds, City shall forward same to DCA. This action will relieve all parties of future obligations under the grant.

**Budget Impact:** None

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

**Attachments:** Termination of corporate guaranty

## **TERMINATION OF CORPORATE GUARANTY**

This Termination of Corporate Guaranty (“Termination Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (“Effective Date”), by and between the City of Statesboro, Georgia (the “City”), whose address is 50 E. Main Street, Statesboro, Georgia 30458, Aspen Aerogels Inc, located at 30 Forbes Road, Bldg. B., Northborough, MA 01532 (“Guarantor”), and acknowledged by the Georgia Department of Community Affairs (“DCA”), whose address is 60 Executive Park South, NE, Atlanta, Georgia 30329, and Bulloch County, Georgia (“County”), whose address is 113 N Main St., Statesboro GA 30458, collectively, referred to as the “Parties.”

**WHEREAS**, on May 1, 2023, DCA awarded the City and County \$750,000.00 in Community Development Block Grant (“CDBG”) Employment Incentive Program (“EIP”) funds to specifically assist with water and sewer improvements needed to serve the Guarantor’s expansion;

**WHEREAS**, on October 11, 2023, the City, the County, Aspen Aerogels GA, LLC (“Aspen GA”), and DCA executed the CDBG EIP Agreement (the “Agreement”). This Agreement included certain conditions and responsibilities that the City and Aspen GA had to comply and adhere to;

**WHEREAS**, the Agreement implemented the EIP grant award of \$750,000.00 (“Grant No. 22q-z-016-2-6328”) as delineated in the grant award, dated May 1, 2023, between DCA, the City and County jointly;

**WHEREAS**, on November 21, 2023, the Guarantor executed the Corporate Guaranty (the “Guaranty”) in accordance with certain obligations owed by Aspen GA under the Agreement;

**WHEREAS**, out of the EIP grant award of \$750,000.00, the City has drawn \$741,000.00 of the grant award;

**WHEREAS**, \_\_\_\_\_, the City acknowledged that the Guarantor repaid the \$741,000.00 amount back to the City;

**WHEREAS**, \_\_\_\_\_, the City repaid the \$741,000.00 back to DCA;

**WHEREAS**, the Guarantor and the City have agreed that the Guaranty shall be terminated effective as of the Effective Date, which DCA and the County hereby acknowledge; and

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Section 1. Termination of Guaranty.** As of the Effective Date, the Guarantor is released from all obligations, liabilities, and responsibilities under the Guaranty.

Accordingly, the Guaranty shall be deemed terminated.

**Section 2. Acknowledgment by DCA and the County.** DCA and the County hereby acknowledge and agree to the termination of the Guaranty as provided herein and releases the Guarantor from any further claims, demands, or liabilities under or in connection with the Guaranty.

**Section 3. No Admission of Liability.** It is understood and agreed that this Termination Agreement does not constitute an admission of liability by the Guarantor or an admission of any wrongdoing by any party or other, but is solely a reflection of the Parties' desire to terminate the Guaranty under mutually agreed terms.

**Section 4. Governing Law.** This Termination Agreement shall be governed by and construed in accordance with the laws of the state of Georgia, without regard to its conflicts of law provisions.

**Section 5. Entire Agreement.** This Termination Agreement constitutes the entire Agreement between the Guarantor, City, and DCA with respect to the termination of the Guaranty and supersedes all prior discussions, negotiations, and agreements, whether written or oral, relating to such termination.

**Section 6. Counterparts.** This Termination Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the Parties have caused this Termination Agreement to be executed on the date first written above.

**ASPEN AEROGELS, INC.**

By: \_\_\_\_\_  
Name: Ricardo Rodriguez  
Title: Chief Financial Officer

**CITY OF STATESBORO**

By: \_\_\_\_\_  
Name: The Honorable Jonathon McCollar  
Title: Mayor

**Acknowledged by:**

**BULLOCH COUNTY**

By: \_\_\_\_\_  
Name: David Bennett  
Title: Chairman

**GEORGIA DEPARTMENT OF  
COMMUNITY AFFAIRS**

By: \_\_\_\_\_  
Name: G. Christopher Nunn  
Title: Commissioner



# CITY OF STATESBORO

## COUNCIL

Tangie Johnson  
Paulette Chavers  
Ginny Hendley  
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:** 03-25-2025

**RE:** Municipal Court Software Contract Update

**Policy Issue:** Contract Update for Municipal Court Software

**Recommendation:** Approval of the updated contract for Municipal Court Software with Justice One. The previous contract, approved in June 2023, was for \$9 per paid citation (paid by the violator), or \$1500 per month. The new contract is for \$11 per paid citation (paid by the violator) or \$2000 per month, whichever is greater.

**Background:** The City of Statesboro's Municipal Court uses Justice Once software to assist in their daily management and records keeping functions. This software is utilized to manage case files, records of fines and various other court processes. This software is compatible with all other required programs utilized concerning Municipal Court's daily functions. The update contract will allow the City to use the new court management platform used by Justice One. The new platform is a cloud based system. This should eliminate current issues with printers and scanners.

**Budget Impact:** Approximately \$24,000/year

**Council Person and District:** All

**Budget Impact:** N/A

**Council Person and District:** All

**Attachments:** Contract



## -NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GA  
COUNTY OF: Bulloch

JusticeONE® (herein "JSO"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a non-exclusive license to:

Statesboro, GA

(Licensee)

22 West Grady Street  
(ADDRESS)

Statesboro GA 30458

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	NOTES
Payment Processing	1	5%
Court Management	3	Included
NCIC	5	Included

\$ 11 dollars per violation or \$ 2000 minimum monthly billing, whichever is greater.

Price includes the following services: Installation, Online Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on 1 February 2025 to which witness our hands and seal of office.

<b>Licensee</b>	<b>JusticeONE</b>
Signature: _____	Signature: <u>Alec Redwine</u>
Print: _____	Print: <u>Alec Redwine</u>
Title: _____	Title: <u>Account Executive</u>
Date: _____	Date: <u>01/16/2025</u>

**Forward Looking Statement**

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of JusticeONE (JSO) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.



## 1. LICENSE

Licensee acknowledges that it shall be deemed a licensee of JusticeONE Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings placed upon or contained within the Program and related materials.

## 2. TERMS

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

## 3. SECURITY

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- b. To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- c. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- d. Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

## 4. LIMITATION OF LIABILITY

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

## 5. TERMINATION

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information

## 10. AGREEMENT TERMINATION OR EXPIRATION

Not less than 90 Days prior to the Expiration Date, the Licensee shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Licensee's data files retained by JSO pursuant to this Agreement, to another data format that the Licensee desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Licensee.

## 11. AUTHORIZATION

The chief executive officer ("Executive") of the Licensee certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the Licensee, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

## 12. DUTIES

During the period or periods Of JSO's retainer hereunder, JSO shall provide data processing services to the Licensee and its various departments. JSO agrees to provide any necessary training to the Licensee's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Licensee will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Licensee acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Licensee shall be governed this Agreement.

## 13. DATA FILES

The Licensee's data files and the data contained therein shall be and remain the Licensee's property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement. The Licensee's data shall not be utilized by JSO for any purpose other than that of rendering services to the Licensee under this Agreement, nor shall the Licensee's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents.

## 14. COMPENSATION AND TERMINATION \*

Commencing 1 February 2025 the Licensee shall pay to JSO, initial (one-time) payment of \$ 0.00 for the first year, then, monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 0.00 monthly fee (each month), annually at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 0.00 annual fee (each year). one-time at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 0.00 single payment (one-time fee). monthly at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support a monthly sum of \$ 11 per paid violation or a minimum monthly amount of \$ 2000, whichever is greater. The per paid violation fee is subject to change to a monthly flat fee amount that is equal to the Licensee 12 month (or number of months used if less than 12 months) average. The payment rate is subject to change, upon notification. The Licensee will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Licensee shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by Licensee hereunder JSO shall notify the Licensee in writing of the facts constituting default. If the Licensee shall not cause such default to be remedied within ten (10) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate a forementioned support.

## 15. DATA SHARING

If used the Licensee consents and agrees to JusticeONE's collection and use of all law enforcement and court data provided by Licensee to JusticeONE, including but not limited to the Shared Data. Although the Licensee acknowledges and agrees that JusticeONE collects data as a part of its ordinary business activity and JusticeONE may use, distribute, sell and reproduce such data at its sole and absolute discretion, Licensee also specifically consents and agrees to JusticeONE's providing the Shared Data to any and all of those persons and entities participating in JusticeONE's Data Sharing network. Licensee acknowledges and agrees that JusticeONE is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Licensee agrees to provide accurate Shared Data to JusticeONE, and Licensee acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by JusticeONE, including but not limited to the Shared Data.





or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

**6. NO WARRANTY**

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

**7. SPECIAL SERVICES \***

JSO will provide the Licensee with Such Special services or supplies reasonably requested or approved by the Licensee including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Licensee and JSO agree upon the fee therefore, and that the Licensee approves, in writing, payment for such services as special.

**8. EMPLOYMENT**

The Licensee agrees to retain and employ JSO as an independent Contractor, and JSO agrees to Serve the Licensee upon the terms and conditions hereinafter stated.

**9. SERVICE PERIOD**

This agreement shall commence 1 February 2025 and shall continue for 1 year from commencement date. Licensee shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Licensee elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Licensee informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

Licensee agrees that it will not provide JusticeONE with any data that cannot be lawfully disclosed to other persons or entities by JusticeONE. Licensee further warrants that all Shared Data provided by Licensee to JusticeONE is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Licensee agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Licensee to JusticeONE, including but not limited to the Shared Data.

Licensee agrees that Licensee will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Licensee agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Licensee, whether electronically, in paper format, or otherwise, any of the Shared Data that Licensee receives from JusticeONE, unless prior written consent is given by JusticeONE. Licensee agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Licensee immediately upon ceasing to be an employee of or under contract with Licensee.

**16. MISCELLANEOUS**

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by JSO to Licensee, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

**17. MULTI-FACTOR AUTHENTICATION REQUIREMENT**

To ensure the highest level of security and protection for all users, it is mandatory for all JusticeONE users to set up and use Multi-Factor Authentication (MFA) in Microsoft. This added layer of security is a CJJ requirement and is crucial in safeguarding sensitive information and maintaining the integrity of the system. Failure to comply with this requirement may result in restricted access or termination of user privileges.

\* Definition of a "Paid" Violation; Any violation in which a payment has been received.

# CITY OF STATESBORO

## COUNCIL

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



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

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

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

**From:** David Moyer, Assistant City Engineer

**Date:** March 24, 2025

**RE:** Right-of-Way (ROW) acquisition for Intersection Improvements Project, ENG-123c

**Policy Issue:** Approval to Execute Purchase Agreement for Right of Way Acquisition

### **Recommendation:**

Staff recommends approving payment to Seller for acquisition of Easements and/or Right-of-Way (ROW) for on-going transportation project listed below the City pursuant to the City's Purchasing Policy.

### **Project:**

The West Main Street intersection improvement project #ENG-123c aims to improve safety and traffic control at the intersection of West Main Street, Martin Luther King Jr. Drive, and Johnson Street through geometric improvements, including but not limited to installation of a roundabout. This parcel was identified as a "total take" in the project concept report. Removal of the subject building will greatly increase the sight distance and safety at this intersection until improvements can be constructed.

Currently the property is vacant and for sale. The early acquisition allows the purchase from a willing seller without the complications of displacing an active business or potential imminent domain. Staff has negotiated an acceptable purchase agreement for the following parcel.

### West Main Street

Parcel # S18 000177 000: 200 West Main Street Robyn J. Hulsey (aka Robyn DeVecchis) \$160,000.00

### **Budget Impact:**

Right-of-Way acquisition will be funded by 2018 TSPLOST funds.

### **Council Person and District:**

District 2, Councilmember Paulette Chavers

### **Attachment:**

Purchase Agreement





IN WITNESS WHEREOF, Buyer and Seller, by and through their authorized representatives, have hereunto executed, signed, and delivered this Agreement in duplicate the day, month, and year first above written, each of the said parties keeping one of the copies hereof.

MAYOR AND CITY COUNCIL OF STATESBORO

By: \_\_\_\_\_  
JONATHAN MCCOLLAR, CITY MAYOR

Attest: \_\_\_\_\_  
LEAH HARDEN, CITY CLERK

(Seal)

ROBYN J. HULSEY, DECEASED

By: Genova Dulacchi  
Executor of the estate

SIGNED in the presence of:

Madison Schultz  
Notary Public



IN THE PROBATE COURT OF CANDLER COUNTY  
STATE OF GEORGIA

IN RE: ESTATE OF

ROBYN DEVECCHIS,  
DECEASED

)  
)  
)  
)

ESTATE NO. 2023-PC-047

**LETTERS OF ADMINISTRATION**

*[Bond, inventory and returns required]*

At a regular term of probate court, this Court granted an order allowing Glenn DeVecchis to qualify as administrator(s) of the above-named decedent, who was domiciled in this county at the time of his or her death or was domiciled in another state but owned property in this county at the time of his or her death, and that upon so doing, letters of administration be issued to such personal representative(s).

THEREFORE, the said administrator(s), having taken the oath of office and complied with all necessary prerequisites of the law, is/are legally authorized to discharge all the duties and exercise all powers of personal representative(s), according to Georgia law.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature as judge of the probate court of said county and the seal of this office this 25<sup>th</sup> day of Sept., 2023.

Jay Hys  
Judge of the Probate Court

*The following must be signed if the judge does not sign the original of this document:*

Issued by:

*[Seal]*

\_\_\_\_\_  
Clerk of the Probate Court

(SEE INSTRUCTIONS)

# CITY OF STATESBORO



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

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

**From:** David Moyer, Assistant City Engineer

**Date:** March 24, 2025

**RE:** Recommendation of Low Bidder for "City of Statesboro Street Striping FY 2025"

**Policy Issue:** Purchasing

### **Recommendation:**

The low bidder, Tidwell Traffic Solutions, meets the requirements of the bid package and submitted an acceptable bid bond. Staff recommends awarding this contract to Tidwell Traffic Solutions in the amount of \$74,030.25.

### **Background:**

The work in this contract includes the installation of thermoplastic striping of approximately 4.66 miles of city streets. The thermoplastic striping shall include 5 inch white and yellow solid striping, 5 inch white and yellow skip striping, 8 inch white solid striping, 24 inch white solid striping, type 2 turn Arrows, and yellow hatching.

The low bidder is Tidwell Traffic Solutions with a bid of \$74,030.25, followed by Mid-State Striping, Inc. with a bid of \$74,739.50.

### **Budget Impact:**

The project is to be paid for by 2018 TSPLOST funds in the amount of \$74,030.25.

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

Attachments: FY2025 Street Striping List  
Street Striping Map

CC: Darren Prather, Director of Central Services

Street Name	Begin Termini	End Termini	Length	Average Width	5" solid White LF	5" Solid Yellow LF	5" Skip White LF	5" Skip Yellow	8" white stripe LF	Stop Bar 24" LF	Turn Arrow	Yellow Hatching SY	
Bobby Donaldson Ave	Martin Luther King Jr. Drive	Church St	0.219	19	0	2313	0	0	0	48	0	0	
Harden Road	West Jones Avenue	Bruce Drive	0.412	21	4351	4351	0	0	0	42	0	0	
Donnie Simmons Way	Stockyard Road	Carver Street	0.544	25	5745	5745	0	0	0	50	0	0	
West Main Street	Blitch Lane	Foss Street	0.380	26	4027	4027	0	0	0	0	0	0	
Miller Street Extension	Stockyard Road	City Limits	0.229	21	2418	2418	0	0	0	21	0	0	
Parker Street	Bulloch Street	West Jones Avenue	0.276	25	2916	2916	0	0	0	25	0	0	
Vista Circle	Bruce Drive	South College Street	0.297	22	3132	3132	0	0	0	22	0	0	
Rucker Lane	South Main Street	111 South Driveway	0.151	33	1713	904	52	584	268	32	7	102	
Martin Luther King Jr. Drive	Northside Drive West	West Main Street	0.503	32	5310	5310	0	0	176	88	0	0	
Buckhead Dr	Henry Boulevard	Northside Drive East	0.350	39	3298	2706	102	2096	433	25	9	23	
East Olliff Street	Packinghouse Road	Zetterower Avenue	0.573	21	6052	6052	0	0	0	61	0	0	
<b>Total</b>						38962	39873	154	2680	877	414	16	125



# FY2025 City of Statesboro Striping

## FY25 Striping

- Bobby Donaldson Ave.
- Harden Rd
- Donnie Simmons Way
- West Main St
- Miller Street Extension
- Parker St.
- Vista Cir.
- Rucker Lane
- MLK Jr. Drive
- Buckhead Drive
- E. Olliff Street

